



Boating Debt Recovery Procedure – Basingstoke Canal

1. Introduction

- 1.1 This procedure outlines the practice that the Basingstoke Canal Authority (BCA) will adopt in respect of Boat Owners who have not fulfilled their financial obligations as clearly defined in the Boating Terms and Conditions. It is made clear on the application form that acceptance of the Boating Terms and Conditions are an integral part of any licence or mooring agreement.
- 1.2 This procedure will also be adopted in respect of boats found on the Canal without a valid licence.

2. Definitions

- 2.1 In this document terms such as Boat Owner(s), Landowners, and other specific terms marked with capitalisation are to be interpreted as per the Definitions set out in the most recent edition of the Boating Terms and Conditions.

3. Approach to Income Collection

- 3.1 Fees are currently set out in the application form. Once the Boat Owner has signed the application form, they are contracted to the Boating Terms and Conditions of the licence between themselves and the BCA. Should a Boat Owner bring their boat onto the Canal without signing or returning the application form then they are deemed to have accepted the terms and conditions through their actions.
- 3.2 The Boat Owner is personally responsible for the payment of the fees, and it is a condition of the application that monies are collected for the boat to be licensed and legal on the Basingstoke Canal.

4. Procedure

- 4.1 The Boat Owners, whose boats are moored on the Basingstoke Canal, will be notified of their licence renewal and fees payable at least one month prior to the renewal date. The Boat Owner will be given all contact details for the BCA and are requested to notify the BCA immediately should they not wish to renew.
- 4.2 If the BCA has not received a completed renewal form after 28 days, nor been informed by the Boat Owner of their wish to remove their craft from the Canal, the craft will be deemed as being unlicensed on the Canal. It is an offence under the Basingstoke Canal By-laws to keep an unlicensed boat on the Canal.

- 4.3 If a visiting boat is found to be on the Canal without a valid licence and no attempt has been made by the Boat Owner to leave the Canal this will be deemed by the BCA as trespass.
- 4.4 If a Boat Owner has failed to respond to the email/letter giving notice of non-payment or non-compliance with the Boating Terms and Conditions then a final warning is issued requiring compliance within 7 days. If there is no response to this letter by the 7th day an invoice will be raised for the full amount of the annual licence - which comprises the navigation fee and the annual lock usage fee (regardless of previous choice over lock usage fees) – plus any mooring fees.
- 4.5 If the invoice remains unpaid after 28 days the agreement holder will be classed as a “debtor” and the debt recovery process will commence with Hampshire County Council’s (HCC) Credit Control Team.
- 4.6 If the Boat Owner removes their boat from the Canal during this process, the BCA must be notified straightaway so that the mooring fee can be recalculated to the date of removal, however the revised balance of fees will still be due and the debt recovery process will continue.
- 4.7 If after a further 14 days the debt remains unpaid HCC’s Credit Control Team will send a final reminder letter.
- 4.8 If after a further 28 days the debt remains unpaid, the BCA will be informed by HCC’s Credit Control Team that the invoice is now an “aged debt”. The debt will then be transferred to an external debt collection agency, which will usually be Redwood Collections Limited.
- 4.9 Any costs and fees incurred by Redwood Collections Limited in attempting to recover the debt will be added to the outstanding balance of the debt, and this will also be payable by the debtor.
- 4.10 The BCA will exercise a statutory right to claim interest and compensation on and against any debt recovery costs under The Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2013. If payment is not received in accordance with our payment terms the BCA reserves the right to allocate 8% interest above the Bank of England base that is applied during the period in which the debt falls on all late accounts.
- 4.11 The BCA/HCC invoice number will be quoted on all correspondence between the BCA and Redwood Collections Limited.
- 4.12 If payment is received in full during the period of debt, the BCA reserves the right to grant or refuse the Licence. Consideration will be made of any extenuating circumstances, against the willingness to cooperate in the payment of future fees due.
- 4.13 If the Licence is refused, the boat which was the subject of the Licence must be removed from the Basingstoke Canal within 28 days. If leaving by water the BCA must make sure, as responsible agents, that the Boat Owner has been informed they need to purchase a River Wey transit or permanent licence for onward travel for their boat. The BCA will inform the River Wey’s managers that the boat has been asked to leave the Basingstoke Canal due to the Boat Owner having failed to pay the BCA licence fees.