



## Boating Terms and Conditions - Basingstoke Canal

### Definition of Terms

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| Basingstoke Canal or the Canal     | The waterway owned by Surrey County Council and Hampshire County Council and managed by the BCA on their behalf. This includes any moorings, land, docks, basins, flashes and wharfs that are owned or managed by the Basingstoke Canal Authority incidental to management of the Canal.  |
| BCA or Basingstoke Canal Authority | The Basingstoke Canal Authority, managing agents appointed to act on behalf of Hampshire County Council and Surrey County Council either individually or jointly as the Canal owners.   |
| Boat, Craft or Vessel              | Means any craft or vessel, unpowered or powered, moored, visiting, trailed or lifted onto the Canal used or designed to convey persons or goods.  |
| 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-board drives, rudders, anchors, pulpits, push pits and any other extensions fore and/or aft of the Boat. |
| Boating Information Pack           | An informative guide on using craft on the Canal containing rules of navigation which are part of a navigation licence.   |
| Boat Safety Certificate            | Certificate issued under the Boat Safety Scheme (BSS), where applicable.  |
| Canal Manager                      | The Canal Operations Manager of Basingstoke Canal Authority, or a superior Officer of either Surrey or Hampshire County Council.  |
| By-laws                            | Local laws applying to the Canal made by the owning Local Authorities under several enabling statutes. The By-laws govern use of the Canal by all users – breaking the By-laws is an offence which may result in prosecution.   |

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| Houseboat                                | A boat which has been adapted for use as a private dwelling and for which the predominant use is for a purpose other than navigation.   |
| HCC                                      | Hampshire County Council - one of the landowners.   |
| Licence or Navigation Licence            | A licence issued by the BCA on behalf of the owners to authorise craft to use the Canal.  |
| Annual Licence / Annual Boat Licence     | A type of navigation licence issued only to a registered vessel with a mooring agreement on the Canal.  |
| Visiting Licence / Visiting Boat Licence | A type of navigation licence issued by the BCA on behalf of the owners to authorise craft registered with other waterways to navigate the Canal on a 1-week, 2-week or 1-month maximum visit.   |
| Trail Boat Licence Scheme                | A type of navigation licence issued by the BCA on behalf of the owners to authorise a trail boat to navigate the Canal (excluding use of lock flights) by paying an annual registration fee and a daily rate for usage. See Trail Boat below. |
| Mooring Agreement                        | An agreement issued by the BCA on behalf of the owners to authorise craft to moor at a pre-agreed location on the Canal other than in the purpose of <i>bona fide</i> navigation for more than 72 hours.                                      |
| Mooring fee                              | A fee charged under a Mooring Agreement depending on length of boat and location of mooring.  |
| Navigation fee                           | One element of the Annual Boat Licence fee covering navigation.   |
| Lock Usage fee                           | One element of the Annual Boat Licence fee covering use of the controlled lock flights – boaters may opt to “pay as you go” or pay an “annual lock usage fee”.  |
| Licencee                                 | The person who has applied for and is bound to the licence for the term for a boat - who will usually be the owner or master of the vessel. The BCA will treat the Licencee as the lawful keeper of the boat.                                 |
| Mooring                                  | Part of the Canal used to store a boat against a bank, jetty or fixed pontoon.  |
| Home or Long-term Moorings               | Section of Canal and Canal bank declared by a Licencee to be the place a boat, which is to be kept on the Canal, will moor except when in the course of <i>bona fide</i> navigation.  |
| Visitor Moorings                         | Sections of the Canal designated by the BCA for use by boats during the course of navigation only and can be occupied for a maximum period of 72 hours. The BCA may declare by way of   |

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|                    | notice that certain visitor moorings may only be used for a shorter duration.   |
| Powered boat       | Means a boat which has any form of mechanical propulsion.   |
| SCC                | Surrey County Council - one of the landowners.  |
| Boat Owner(s)      | The owner, Registered Master or lawful keeper of a vessel as described in the Licence Application or Renewal and held by the BCA on the Boat Register. They are responsible for the vessel at all times.            |
| Boat Register      | A database held by the BCA as required under Merchant Shipping Regulations of all vessels on the waterway, detailing the Master and key details of the vessel including length, beam and propulsion type.           |
| Trail Boat         | A powered craft which is not kept in the water and is delivered to the Canal by means of a road trailer at one of the public slipways.  |
| Managed Navigation | A term covering the more controlled availability of the four lock flights in Surrey which have restricted opening times in order to conserve water – a lock keeper will be in attendance when these locks are open. |
| The Landowners     | Surrey County Council and Hampshire County Council.   |
| Unpowered boat     | A boat that is propelled by human, wind or animal force. Only unpowered craft propelled by humans or hauled by animals are eligible on the Canal. Wind powered craft are not permitted.                             |

## 1. General Terms

- 1.1 The Boat Owner of any vessel must comply with these Boating Terms and Conditions and the navigation rules as set out in the Boating Information Pack, Canal By-laws and follow the BCA's lawful directions, spoken or written (including signage). Where the boat is registered as a private leisure boat the Boat Owner may only allow an immediate family member in addition to themselves to use their craft. In all cases it remains the Boat Owner's responsibility to make sure all persons using the vessel comply.
- 1.2 The majority of boats on the Canal will be privately owned boats and these will be classed as "pleasure vessels" under the Merchant Shipping Regulations, where they are used for sport or pleasure and are used only by the Registered Master or an immediate family member. Other vessels must comply with the Hire Boat Code, Inland Waterways Small Passenger Boat Code, Passenger Vessel or Non-passenger vessel regulations, as appropriate.

- 1.3 Boat Owners bringing their craft onto the Canal do so at their own risk. The BCA will not be held responsible for loss or damage to any craft or its contents. The registered Boat Owner of any vessel shall be solely responsible for the security of their craft.
- 1.4 The Boat Owner of any vessel shall at all times be responsible for keeping their vessel in a sound and watertight condition. Boats must always be maintained in a navigation worthy condition; this will include periodic cleansing and removal of algae from the owner's vessel (only using fully biodegradable products).
- 1.5 The Boat Owner of any vessel shall be absolutely responsible for any damage or obstruction caused by such vessel (whether by the act or default of the owner, his/her servants or agents or not) to the Canal or to any fixed or movable property of the BCA or of any other person. Failure to comply may result in a financial penalty.

## **2. Rights**

- 2.1 Any vessel found a day after the expiry of its last licence shall be deemed to be a trespasser. The BCA will implement its Boating Debt Recovery Procedure, which may result in removal of that vessel from the Canal.
- 2.2 Keeping a boat on the Canal without a valid Licence is an offence under the Basingstoke Canal By-laws which have been made lawfully and in accordance with s.90 of the National Parks and Access to the Countryside Act 1949 by Hampshire and Surrey County Councils. To ensure that the Canal remains safe, a licence will only be issued by the BCA in accordance with its minimum terms of licencing. See appendix 1.
- 2.3 These Boating Terms and Conditions are reviewed regularly but not limited and may change at any time the BCA, or the County Councils it represents, deems necessary.
- 2.4 The BCA reserves the right to restrict navigation due to low water levels, maintenance or for any other reasons acting reasonably and at its sole discretion and shall in no circumstances be responsible for any stoppage or delay to any vessel however arising.
- 2.5 The BCA is not liable for failure to perform its obligations if such failure is as a result of natural forces, Acts of God or Force Majeure. The termination of a licence or refund cannot be claimed in such circumstances.
- 2.6 The BCA reserves the right to issue or refuse to issue a licence. The decision of the Canal Manager will be final.
- 2.7 The BCA reserves the right to cancel a licence with no refund and insist the boat is removed from the Canal if the Boat Owner is found to be causing a danger or has caused damage to the structure of the Canal or other users. This will also apply if the Boat Owner and/or designated skipper are found to be under the influence of drugs or alcohol, or any person associated with the boat is being abusive or aggressive to members of the public, staff or volunteers.
- 2.8 In granting a licence the BCA do not warranty the condition of the Canal.

- 2.9 The Licensee shall be responsible for indemnifying the BCA against any loss or damage caused to the Canal whilst using it under the terms of their licence.
- 2.10 **Privacy statement:** The information you provide will only be used to process your application and for operational purposes of the Basingstoke Canal. This will include passing your name, telephone number, address and insurance details to any person making a claim if you cause or are accused of causing damage or nuisance to a claimant's property whilst using the Canal. It will not be passed to other organisations, except other Navigation Authorities, Boat Safety Scheme, Insurance Companies or Marine Accident Investigation Branch, for the purposes of verifying boat ownership, public safety, validity of licences, insurance, or location of boats. Anonymised data of boat usage on the Canal may be passed to other Navigation Authorities, Local Authorities, Government departments or statutory regulators. Your information will be kept securely for a maximum of 7 years as required for administrative and audit purposes.

### 3. Insurance

- 3.1 All powered boats (including houseboats when navigating under power) must be covered for third party insurance to a minimum cover of £3,000,000 (three million pounds) including wreck and salvage. Boat Owners must show copies of their current insurance documentation that evidences their cover when applying for a licence. For boats with a visiting licence the insurance cover must be valid for the duration of the visit and documents must be produced prior to entry to the Canal. Without this the BCA cannot allow entry onto the Canal.
- 3.2 Boat Owners applying for an Annual Licence or a registration under the Trail Boat Licence Scheme must submit a current copy of their valid insurance documents to the BCA and provide renewed documentation with no lapse in the Policy Cover for the full duration of their stay on the Canal. Failure to comply will result in the Boat Owner being treated as a trespasser on Canal property and appropriate action will be taken to remove the vessel from the Canal in order to maintain public safety.
- 3.3 Should the Boat Owner and/or vessel cause damage to the Canal, the BCA and/or Landowners will contact the Boat Owner or their insurer directly to recover the reasonable costs in repairing or making good the damage caused. Much of the off-side of the Canal is not owned by the Landowners, therefore should the BCA receive reasonable evidence that the Boat has caused substantive damage to an adjoining property then the BCA may pass the Boat Owner's insurance details to the third-party owner concerned.

### 4. Boat Safety

- 4.1 The BCA require all vessels to comply with the Boat Safety Scheme. The Boat Owner shall ensure the vessel complies with the current national Boat Safety Scheme (BSS) by obtaining a Boat Safety Certificate (BSC) or registering with the BCA a valid exemption. Not exclusively a BSC is required for all vessels with an enclosed cabin and one or more of the following on board – a fuel system, electrical system or gas system.

- 4.2 A valid Boat Safety Certificate (BSC) issued under the Boat Safety Scheme must be produced (if applicable) when applying for a licence, or a valid BSC number provided for the BCA to check online.
- 4.3 Newly built boats may rely on a declaration issued by the boatbuilder under the Recreational Craft Directive for up to 4 years from the date of completion, after which period a valid BSC is required.
- 4.4 Boats which are not private leisure craft (e.g. work boats, hire boats) must comply with the relevant standards set by the BSS for their type of craft. In addition, where craft come within the remit of national regulations they are required to comply with those regulations – for example passenger boats over 12 seats are “passenger vessels” and are required to comply with the relevant maritime regulations administered by the Maritime & Coastguard Agency.
- 4.5 Powered boats for hire must comply with the Hire Boat Code, and must be assessed against the Hire Boat standards set by BSS. Please refer to the BCA’s statement on implementation of the Hire Boat Code for additional information. The Hire Boat Code is published by AINA (Association of Inland Navigation Authorities) and British Marine, endorsed by the Maritime & Coastguard Agency.
- 4.6 Small passenger craft (under 12 passengers and 3 crew) must comply with the Inland Waterways Small Passenger Boat Code. Small passenger vessels must be assessed against the BSS standards for non-private vessels, or an appropriate successor to that standard.
- 4.7 Where a Boat Owner considers that their vessel is exempt from requiring a BSC the BCA will require the master of the vessel to complete a self-declaration certificate stating the reasons it is exempt. The BCA may check the circumstances of the claimed exemption and may revoke any licence issued which is based on inaccurate information.
- 4.8 For boats visiting the waterway under a Visiting Licences their BSC or exemption must be valid for the duration of the visit.
- 4.9 A Trail Boat registered under the Trail Boat Licence Scheme may only use the waterway on a daily ticket when it has a valid BSC or exemption.
- 4.10 For Annual Licence holders a current BSC or exemption must be provided to the BCA without a lapse in certification. If a boat fails a BSC safety inspection the Boat Owner must inform the BCA immediately. They must also present a timed plan to carry out the works required to bring the boat back to a compliant condition. Once agreed with the Canal Manager the plan must be adhered to. Failure to comply with the agreed timescales will result in the vessel being treated as a trespasser on Canal property and appropriate legal action will be taken to remove the vessel from the Canal in order to maintain public safety. Whilst a boat does not have a valid BSC and an agreed plan of repair is in place the vessel must not be navigated on the Canal, except to a dry dock or other place reasonably required to carry out repairs. Such movements must be agreed in advance by the Canal Manager and may require additional insurance cover from the Boat Owner.

- 4.11 Where in the Canal Manager's opinion a boat is deemed to be or is declared by an independent Boat Safety Examiner to be in a dangerous condition, the BCA may take such steps as deemed necessary to safeguard the public. This may include (not exclusively); entering the vessel to disconnect fuel, electricity, or gas supplies, cordoning off the vessel, removing the vessel from its mooring location and impounding in a secure area. The cost of undertaking such measures including staff time and ongoing storage will be recharged to the Boat Owner. The BCA will take reasonable steps to ensure that damage is not caused to the vessel but will not be liable if the vessel has not been maintained in a navigable condition.
- 4.12 Where in the Canal Manager's opinion a vessel has been abandoned, by failure of the Boat Owner to respond to reasonable attempts to contact them, then the BCA may remove the vessel from the waterway and impound it in a secure area. The BCA will take reasonable steps to ensure that damage is not caused to the vessel but will not be liable if the vessel has not been maintained in a navigable condition. The cost of any such removal and ongoing storage will be recharged to the Boat Owner and added to any debt owing from mooring and navigation fees. Where after reasonable enquiries the vessel is deemed by the Canal Manager to have no value, it will be treated as fly tipped waste and the BCA will dispose of it in an appropriate manner; the costs of disposal will also be recharged to the owner. See also section 9 "Eviction and Debt Recovery".
- 4.13 Where a vessel is brought onto the Canal without consent or licence, and where in the opinion of the Canal Manager it is in poor condition and/or stripped of valuable materials, then following reasonable enquiries to trace the owner the Canal Manager may declare that the vessel is fly-tipped waste. In such case the BCA may dispose of the vessel in an appropriate manner. If the owner of such a vessel is subsequently found, they may be prosecuted under the bylaws and the BCA may seek to recover any disposal costs from them. The BCA may in the accordance with the due process of law enforcement pass any relevant information to the enforcing authorities/agencies under the Environmental Protection Act 1990.

## **5. Licences**

- 5.1 All craft, unpowered and powered, commercial or private, require a licence to navigate the Canal.
- 5.2 It is the Boat Owner's responsibility to apply for the correct licence for their vessel, and to supply the necessary documentation to support their application. See Appendix 1 – minimum standards of licensing. Failure to apply before the expiry of a previous licence may result in a boat becoming unlicensed. It is an offence under the Canal Bylaws to bring or keep any unlicensed vessel on the Canal.
- 5.3 Boat Owners must provide accurate information to support their licence application. Failure to supply accurate information may result in the licence application being rejected. The BCA will require Boat Owners to provide accurate information about their use of the navigation in order to better manage the waterway and make returns to government departments and regulators.

- 5.4 Vessels should be clearly identifiable by either name or number which should match the name or number declared on the licence application form and recorded in the Boat Register.
- 5.5 Following a successful licence application a licence certificate issued by the BCA must be displayed upon the vessel (where it can be clearly seen from the towpath side of the boat) and cannot be transferred to any other vessel.
- 5.6 The BCA may issue a duplicate licence certificate in place of a lost one. The owner of the vessel may be required to pay a small administration fee that will be agreed beforehand.
- 5.7 Licences are personal and non-transferable - if the ownership of the vessel changes the surrendering owner must notify the BCA straightaway. The new Boat Owner must apply for a fresh licence in their own name and enter into a valid Mooring Agreement or agree with the BCA arrangements for the boat to be removed from the Canal within an agreed timescale. The annual licence fees and mooring fees will be applicable from the date of purchase until the boat is removed from the Canal.
- 5.8 The scale of charges are set periodically by the Landowners.
- 5.9 Annual Licences are calculated and renewed from 1st April each year to the 31<sup>st</sup> March of the following year and are available only for boats with Home Moorings on the Canal under a mooring agreement.

The Annual Licence consists of two elements:

- a) Navigation Fee – different rates apply above and below Lock 15.
  - b) Lock Usage Fee with option for “Pay as you go” or an “Annual Lock Usage Fee”. If no option is selected on the licence application form, the BCA will assume the Annual Lock Usage Fee has been selected. Licensees who choose the “Pay as you go” option (Option B) must pay in full for their lock usage at the time of booking each lock passage.
- 5.10 In order for an Annual Licence to be issued the Boat Owner must have also entered into a Mooring Agreement, for which a fee will be chargeable, or demonstrate that a mooring agreement is not required. The decision of the Canal Manager will be final as to whether a mooring agreement is required or not.
  - 5.11 Visitor Licences are calculated at a set price for the length of visit. All fees must be paid in advance.
  - 5.12 Smaller boats delivered to the Canal by trailer may apply for a Trail Boat licence. A Trail Boat Licence consists of a fixed fee for the annual boat registration fee and a daily charge per use of boat on the Canal. A Trail Boat must be in *bona fide* navigation throughout each visit on the Canal, mooring for no more than 72 hours in any one place. Trail boats are not permitted to be retained on the Canal Property between visits to the Canal. A trail boat may not visit the Canal for longer than 30 days in any one visit. If any visit is longer than 7 days then a trail boat may not return to the Canal for the same duration of days as it's preceding visit.

- 5.13 A Houseboat may be powered and used for navigation. When away from its designated Houseboat Mooring a navigating Houseboat is required to have a valid Visitor, Annual or Houseboat Transit Licence and comply with the normal navigation rules as set out in these Boating Terms and Conditions and Boating Information Pack.
- 5.14 A Houseboat must be of a height that allows it to navigate under all bridges on the Canal that it is required to pass under.
- 5.15 Commercial vessels (cargo carrying vessels, holiday hire boats, hotel boats, etc), work boats and other non-private craft are also required to hold a valid licence and appropriate safety certification for the class of vessel. Please see Appendix 1.

## **6. Moorings**

- 6.1 All Boat Owners, of visiting boats, must declare which Navigation Authority their vessel is registered with when applying for a Basingstoke Canal licence. They must also disclose the usual home mooring address or identify that the boat is declared a continuous cruising vessel (where a Navigation Authority allows this practice).
- 6.2 No boat may be moored anywhere on the Canal, except temporarily for up to 72 hours in any one location during the course of *bona fide* navigation, without the express consent of the BCA.
- 6.3 The mooring of any craft is prohibited within 20m of any lock, bridge or aqueduct and between locks in any of the flights of locks.
- 6.4 All moored boats should be moored parallel with and within 1.2m of any bank, jetty or fixed pontoon provided for mooring. The off-side of any moored boat must neither extend more than 4m from the relevant bank nor cross the centre line of the Canal channel.
- 6.5 Vessels should not be moored in any position that would reduce the turning space in a winding hole to less than 26m diameter circle. This includes positions where signage prohibits moorings or limits the period the boater may moor their craft at specific locations.
- 6.6 No person may stay overnight on any vessel unless it has accommodation purpose designed for such use, including washing and toilet facilities.
- 6.7 Officers of the BCA may adjust mooring lines, board and move a boat to another convenient mooring for as long as the BCA consider it necessary due to water levels being adjusted, or where required to facilitate works and in other urgent circumstances as deemed necessary. If the period during which the boat is away from its normal mooring exceeds twelve hours, the BCA will make reasonable endeavours to inform the owner where the boat has been moved to and of the expected duration of that move. If the boat is required to be moved for day-to-day management of the mooring, a minimum 24 hour notice will be given by the BCA with the option for the owner of the vessel to move the boat themselves. All craft are expected to be canal worthy at all times, the BCA will not be held responsible for loss or damage to any craft or its

contents in the moving of the boat unless staff can be demonstrated to have acted in a negligent manner.

- 6.8 Long-term moorings: The BCA currently acts as the Landowners' agent in dealing with applications and issuing of agreements for moorings on the Canal, except for the designated Houseboat moorings at Woodham and Hermitage Flash.
- a) The decision of Canal Manager will be final in deciding to issue or decline a mooring agreement.
  - b) Boats moored on the Canal are to be used for leisure purposes only unless a specific other class of licence is applied for (e.g.; commercial) and agreed in advance. The BCA does not currently permit live-aboard boating (except for the 22 Houseboat Moorings and for a maximum of 6 months as Winter Moorings – see 6.10 below) due to a lack of designated moorings, nor permit continuous cruising as an alternative to holding a mooring agreement.
  - c) The applicant will be required to demonstrate that they have the written agreement of the landowner, freeholder or tenant (with the power to sub-let) for access to the bank they intend to moor against. Not all adjacent properties own to the water's edge; this may require a landowner to hold additional permissions from those who own the bank – where the land is part of the canal property this may need a written agreement from the appropriate County Council.
  - d) The BCA currently does not restrict private agreements between boaters and landowners adjoining the Canal letting land for private moorings. The BCA has no control over any such private agreements, nor the rates charged by private landowners for access over their land. Any fees arising from such agreements will be in addition to the Mooring fee payable to the BCA in respect of the boat being on the Canal and it is the responsibility of the Boat Owner to ensure all fees due to the BCA are paid in full.
  - e) The replacement, repair or construction of jetties or fixed pontoons requires a separate agreement with the BCA and no right to construct any such structures is given, implied or conferred in the issue of a mooring agreement.
- 6.9 Visitor Moorings: The BCA may, by signage, designate areas on the towpath side or offside areas of the Canal as visitor moorings.
- a) These visitor moorings are reserved for temporary use by boats in the course of navigating the Canal.
  - b) There is a maximum stay of 72 hours on any one set of such moorings, unless official signs displayed on the Canal bank state a shorter period (e.g. 24 hours at popular locations, or for the reasonable duration of use of a water or sanitation point).
  - c) Where no designated visitor moorings are provided, a visiting craft may moor against the towpath, unless official signs prohibit mooring on any length of the Canal and in accordance with the rules around bridges, locks etc (see 6.3 and 6.5 above. A visiting craft using a designated or ad hoc towpath mooring must after 72

hours move a suitable distance to demonstrate *bona fide* navigation which the BCA considers a minimum of 1500m (1 mile) away from its last mooring place and not return to the first mooring within a further 72 hours.

- 6.10 Winter Moorings: The BCA may at its discretion allow a winter mooring agreement on its own moorings over the winter months in any one financial year (1 April – 31 March in the following calendar year).
- a) Where a boat is not normally registered with the BCA the agreement may not exceed six months.
  - b) Where a boat holds a winter mooring agreement the Canal Management may extend a visitor licence for up to the maximum of six months duration of the associated mooring agreement.
  - c) Any boat owner holding a winter mooring will leave the Canal promptly at the end of the agreed period.
  - d) Any additional services, such provision of utilities other than water, will be charged for at an additional rate and under a separate agreement with the boater.
  - e) No items shall be stored on the boat mooring without prior written consent of the Canal Manager. This includes erection of washing lines and storage of fuel/wood.
  - f) The parking of any vehicle belonging to the winter mooring licence holder must be agreed prior in writing by the Canal Manager for which an additional charge may be made.
  - g) Equipment such as chainsaws or wood processing machines will not be permitted on Canal land; boat maintenance equipment which may be noisy or uses liquid fuels may be permissible but only with the express written permission of the Canal Manager.
- 6.11 Houseboats moorings: There are 22 special moorings designated by SCC and Houseboats are not permitted to have their home moorings anywhere else on the Canal.

## **7. Payment Terms**

- 7.1 Visiting licences must be paid in full at the time of booking which is a non-refundable booking fee and covers the cost of the visit.
- 7.2 Annual licences are to be renewed within 28 days of receiving a renewal notice from the BCA. If boaters do not wish to renew their licence the BCA must be notified immediately of plans to remove the boat from the Canal. During this period, the Boat Owner will be liable for licence and mooring fees up to the point the boat is removed from the Canal and fees to be settled in full prior to removal.
- 7.3 Boat Owners paying by agreed instalments must ensure they have sufficient funds in their account to pay the fees over the course of the agreed terms of payment.

7.4 Unless there are valid mitigating circumstances, no other payment terms will be considered.

## **8. Refunds**

8.1 No refunds will be made in the following circumstances:

- a) Where the BCA believes the Boat Owner has given misleading information about their stay, certificates or boat details.
- b) Essential planned maintenance by the BCA (or any other company), where navigation is stopped in the interests of safety.
- c) Unplanned stoppages due to emergency maintenance, vandalism and third-party damage, severe weather damage or summer/dry weather water shortages resulting in low water levels. Water shortage is a long-standing feature of the Canal which despite certain measures being put in place is still outside the total control of the BCA or the Landowners.
- d) The decision of the Canal Manager in all cases will be final.

8.2 For visiting boaters, the BCA reserves the right to cancel bookings. A refund may be offered if the booking cannot be rescheduled within an agreed timeframe at the BCA's discretion.

8.3 Licences and mooring agreements are non-transferable. If the ownership of the vessel changes the BCA must be notified straightaway. Any outstanding licence fees or mooring fees for the boat must be settled in full prior to this sale taking place. Licence fees are non-refundable, a partial refund of mooring fees will be agreed with the boater upon the sale or removal of a vessel from the Canal.

8.4 For all licences and mooring agreements failure to pay outstanding fees will result in the BCA implementing the Boating Debt Recovery Procedure.

## **9. Eviction and Debt Recovery Procedure**

9.1 If any Boat Owner does not comply with the Boating Terms and Conditions or the Boating Debt Recovery Procedure their boat will be treated as a trespasser on Canal property. Mooring and licence fees will continue to accrue whilst a vessel remains on the waterway. The BCA and Landowners will also seek to recover any unpaid fees and the cost incurred in removing the vessel from the Boat Owner.

9.2 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. Failure to reply to correspondence may result in the boat being considered abandoned, please also see clause 4.12.

- 9.3 The eviction process commences with the BCA issuing a letter requesting a response from the Boat Owner within 7 days of the date of the letter, requiring final resolution of all outstanding issues and/or payment of fee that remain unpaid. If after 7 days the issues remain unresolved the vessel will be deemed to be unlicensed and any licence previously issued will be cancelled, the Boat Owner will be served a “Notice to Quit”. The notice will be posted to the address provided on the application form (the Boat Owner’s address) and a notice will also be served on their vessel. This notice directs the Boat Owner to remove the vessel from the Basingstoke Canal within 28 days of the date the notice was issued otherwise appropriate actions will be taken to secure the vessel from the Basingstoke Canal. Where an outstanding debt is owed for unpaid fees and any costs of removing the vessel will still be due through the Boating Debt Recovery Procedure.
- 9.4 Without prejudice, the BCA and Landowners may also seek to prosecute the Boat Owner for failing to obtain a licence for their vessel under the By-laws.

**Appendix 1 Minimum Boat Licensing Requirements Policy**



**Policy – minimum requirements for boat licensing**

The BCA issue licences for all craft applying to use the waterway on behalf of the Canal’s owners – Surrey and Hampshire County Councils.

It is an offence under the Bylaws to use any craft on the Canal without a valid licence.

Maritime regulations, codes of practice, and guidance also extend to inland waterways.

Under the bylaws vessels mooring anywhere on the Canal for more than 72hours in one place must have a mooring agreement with the Canal’s owners.

Licenses are issued at the discretion of the Canal Management.

**Unpowered craft**

| <i>Type of craft</i>   | <i>Minimum pre- licence requirements</i>   | <i>Licence which may be issued</i>          |
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| Any sailing vessel   | N/A  | None - prohibited under bylaws              |
| Private leisure – canoe / kayak / stand-up paddle board, rowing boat | <ul style="list-style-type: none"> <li>Understanding of rules of navigation including unpowered boats use of locks policy</li> </ul> | Private unpowered boat licence <sup>1</sup> |
| As above but belonging to <i>bona fide</i> amateur club              |  | Club unpowered boat licence                 |

<sup>1</sup> A current “on the water” British Canoeing membership is also deemed to be equivalent to BCA unpowered boat license for canoes / kayaks / SUPS, but not other types of boat

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|---|--|---|
| Large private leisure – skiffs or gigs and towed canal boats <sup>2</sup>   | <ul style="list-style-type: none"> <li>• Legible name or number affixed to vessel</li> <li>• Undertaking that vessel complies or with Boat Safety Scheme (and has a certificate if required to do so under the BSC scheme) or a self-certification exemption certificate.</li> <li>• Understanding of rules of navigation.</li> <li>• Mooring agreement (for annual licences).</li> </ul>  | Private large unpowered boat licence<br><br><i>Canal Management's special consent to use locks on payment of lock use fee</i> |
| Unpowered boat for commercial hire / supplied as part of a commercial training course   | <ul style="list-style-type: none"> <li>• Legible name or number affixed to vessel</li> <li>• Undertaking that vessel complies or with Boat Safety Scheme (and has a certificate if required to do so under the BSC scheme) or a self-certification exemption certificate.</li> <li>• Understanding of rules of navigation.</li> <li>• Mooring agreement.</li> </ul>  | Hire boat unpowered licence   |
| Commercial unpowered vessel - carrying cargo or passengers (e.g.; horse drawn canal boat, or “butty” accompanying a powered vessel) | <ul style="list-style-type: none"> <li>• Legible name or number affixed to vessel</li> <li>• Undertaking that vessel complies or with Boat Safety Scheme (and has a certificate if required to do so under the BSC scheme) or a self-certification exemption certificate.</li> <li>• Understanding of rules of navigation.</li> <li>• Mooring agreement for annual licence.</li> <li>• Third party liability insurance to £3million</li> <li>• Skipper has Boat Master's Licence (or equivalent as required by maritime regulations)</li> <li>• Name and address of skipper</li> </ul> | Commercial unpowered boat licence<br><br><i>Canal Management's special consent to use locks on payment of lock use fee</i>    |

### Powered craft visiting

| <i>Type of craft</i>                      | <i>Minimum pre- licence requirements</i>            | <i>Licence which may be issued</i> |
|---|---|------------------------------------|
| Electric or mechanical powered model boat | Scheme of terms and conditions to be consulted upon | Model Boat Licence                 |
|   | Prohibited under bylaws                             | None                               |

<sup>2</sup> Manually propelled boats exceeding three rowers or capable of taking 6 persons in total on board, all other boats over 20ft (6m) overall length

|   |  |  |
|---|--|--|
| Fuel or sail powered model boat         |  |  |
| Private leisure boat                    | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate issued under Boat Safety Scheme, RCD certificate if under 3 years old, or self-certification of exemption.</li> <li>• Evidence of home mooring / kept out of water, or declaration as continuous cruiser with current licence for another waterway</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of skipper</li> <li>• Name and address of owner</li> </ul>      | <p>Trail-boat registration and Trail boat licence for up to 30 days in any one year</p> <p>Private boat visiting licence for up to 30 days</p> |
| Hired leisure boat                      | <ul style="list-style-type: none"> <li>• Evidence of compliance with the Hire Boat Code</li> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Hire Boat Safety Certificate issued under Boat Safety Scheme, or RCD certificate if under 3 years old.</li> <li>• Evidence of hire base and authorisation from hire company to visit the Basingstoke Canal</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of skipper</li> <li>• Name and address of owner / operator</li> </ul> | Private boat visiting licence for up to 30 days  |
| Cargo carrying or roving trading vessel | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate for non-private vessels issued under Boat Safety Scheme, or self-certification of exemption.</li> <li>• Evidence of home mooring or declaration as continuous cruiser with current licence for another waterway</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of skipper</li> </ul>  | Trading boat visitor licence   |

|  |  |                                |
|--|--|--------------------------------|
|  | <ul style="list-style-type: none"> <li>• Evidence skipper holds Boat Master's Licence (or equivalent as required by maritime regulations)</li> </ul>   |                                |
| Commercial passenger carrying boat (up to 12 persons + 3 crew)                 | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate for non-private vessels issued under Boat Safety Scheme, or self-certification of exemption.</li> <li>• Evidence of home mooring with current licence for another waterway</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of skipper</li> <li>• Skipper has Boat Master's Licence (or equivalent as required by maritime regulations)</li> <li>• Evidence of compliance with the Inland Waters Small Passenger Boat Code</li> </ul> | Passenger boat visitor licence |
| Commercial passenger carrying boat (over 12 persons) including all hotel boats | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate issued under Boat Safety Scheme for non-private vessels</li> <li>• Evidence of home mooring with current licence for another waterway</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of skipper</li> <li>• Evidence skipper holds Boat Master's Licence (or equivalent as required by maritime regulations)</li> <li>• Evidence of compliance with MCA Class IV/ V / VI passenger ship regulations</li> </ul>                       | Passenger boat visitor licence |
| Work boat <sup>3</sup>   | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate for non-private vessels issued under</li> </ul>  | Work boat licence              |

<sup>3</sup> Any vessel powered or unpowered designed or to be used for approved works to the waterway for any third-party client other than the BCA / Owners. Such vessels may only be moored at the approved worksite for the duration of the approved works.

|   |   |                           |
|---|---|---------------------------|
|   | <p>Boat Safety Scheme, or self-certification of exemption.</p> <ul style="list-style-type: none"> <li>• Evidence of kept out of water or a home mooring with current licence for another waterway</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of skipper</li> <li>• Skipper holds Boat Master's Licence (or equivalent as required by maritime regulations)</li> </ul>  |                           |
| Houseboat transit licence (including tow vessel) <sup>4</sup> | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to both houseboat and tow vessel</li> <li>• Both vessels to hold valid Boat Safety Certificate<sup>5</sup> issued under Boat Safety Scheme, or self-certification of exemption.</li> <li>• Third party liability insurance to £3million covering both vessels</li> <li>• Name and address of master / owner of both vessels</li> <li>• Evidence skipper of tow vessel holds Boat Master's Licence (or equivalent as required by maritime regulations)</li> </ul> | Houseboat transit licence |

### Powered craft – resident and registered on waterway

| <i>Type of craft</i>  | <i>Minimum pre- licence requirements</i>   | <i>Licence which may be issued</i>  |
|-----------------------|--|---|
| Private leisure boat  | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate issued under Boat Safety Scheme, RCD certificate if under 3 years old, or self-certification of BSC exemption.</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of skipper</li> <li>• Mooring agreement (or evidence boat kept out of water)</li> </ul> | <p>Trail-boat registration and Trail boat licence for up to 30 days in any one year</p> <p>Private boat licence</p> |
| Leisure boat for hire | <ul style="list-style-type: none"> <li>• Evidence of compliance with the Hire Boat Code</li> <li>• Understanding of rules of navigation.</li> </ul>  | Hire boat licence   |

<sup>4</sup> Includes a single return journey through Locks 1 and 2 for any houseboat moored at the Woodham houseboat moorings for a houseboat and a tow vessel. Also includes lock usage fees.

<sup>5</sup> The tow vessel will require a BSC for non-private vessels

|  |  |                        |
|--|--|------------------------|
|  | <ul style="list-style-type: none"> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate issued under Boat Safety Scheme for Hire Boats, RCD certificate if under 3 years old, or self-certification of BSC exemption.</li> <li>• Third party liability insurance to £3million per boat</li> <li>• Name and address of hire fleet owner</li> <li>• Mooring agreement</li> </ul>  |                        |
| Cargo carrying, roving or fixed trader vessel                    | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate for non-private vessels issued under Boat Safety Scheme, or self-certification of exemption.</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of master</li> <li>• Evidence skipper has Boat Master's Licence (or equivalent as required by maritime regulations)</li> <li>• Mooring agreement</li> </ul>   | Trading boat licence   |
| Commercial passenger carrying vessel (up to 12 persons + 3 crew) | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate for non-private vessels issued under Boat Safety Scheme, or self-certification of exemption.</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of master</li> <li>• Skipper has Boat Master's Licence (or equivalent as required by maritime regulations)</li> <li>• Evidence of compliance with the Inland Waters Small Passenger Boat Code</li> <li>• Mooring agreement</li> </ul> | Passenger boat licence |
| Commercial passenger carrying vessel (over 12 persons)           | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Enhanced Boat Safety Certificate issued under Boat</li> </ul>  | Passenger boat licence |

|                        |   |                   |
|------------------------|---|-------------------|
|                        | <p>Safety Scheme for non-private vessels</p> <ul style="list-style-type: none"> <li>• Evidence of home mooring or declaration as continuous cruiser with current licence for another waterway</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of master</li> <li>• Evidence skipper holds Boat Master's Licence (or equivalent as required by maritime regulations)</li> <li>• Evidence of compliance with MCA Class IV / V / VI passenger ship regulations</li> <li>• Mooring agreement</li> </ul> |                   |
| Work boat <sup>6</sup> | <ul style="list-style-type: none"> <li>• Understanding of rules of navigation.</li> <li>• Legible name or number affixed to vessel</li> <li>• Valid Boat Safety Certificate for non-private vessels issued under Boat Safety Scheme, or self-certification of exemption.</li> <li>• Third party liability insurance to £3million</li> <li>• Name and address of master</li> <li>• Evidence skipper holds Boat Master's Licence (or equivalent as required by maritime regulations)</li> <li>• Mooring agreement</li> </ul>              | Work boat licence |

<sup>6</sup> Any vessel designed (eg: a dredger) or primarily used for carrying out approved works on the waterway that is not owned by BCA / canal owners

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