



# MOORING VACANCY AUCTIONS

## AUCTION MOORING AGREEMENT TERMS AND CONDITIONS

This document is the Agreement for our auctioned moorings. It sets out your obligations and ours for the use of the mooring and what you can and cannot do, should we accept your offer. It includes information about the payment options for the Mooring Agreement.

### DEFINITIONS

**'Boat'** means the **Boat** or vessel named in this Agreement or one that is substituted for it with **our** prior written consent (which will be subject to the suitability of the **Mooring** and payment of an additional **Mooring** fee, where applicable).

**'Canal & River Trust, The Trust, we, us, our'**, means the Canal & River Trust, its successors and assigns and any of its employees or other persons authorised by the Canal & River Trust to act for it.

**'Length, LOA'** means the length overall of the **Boat**, including fenders, bowsprits, boarding ladders, davits including their loads, stern drives, out drives, rudders, anchors, pulpits, push pits and any other extension fore and/or aft of the **Boat**.

**'Mooring'** means the water space at the **Mooring Site** temporarily allocated to **you** from time to time by **us** for the **Mooring** of the **Boat** during the period of this Agreement. **'Mooring Site'** includes the **Mooring** and land and water (together with any pontoon or jetty) adjacent to the **Mooring** that is in **our** ownership or control; and where the **Mooring** is within a marina, boatyard or basin, includes all such water space and land associated with that marina, boatyard or basin.

**'Mooring Application Form'** means the application form you signed when first taking over the mooring **or** the renewal invitation that we send you before expiry of this Agreement.

**'Owner, you, your, yours'** mean the person(s) or entity named as Owner in this Agreement and includes an employee of the Owner or a person in charge of the **Boat** with the Owner's permission

**'Site Rules'** has the meaning given in Condition 7.

**'Boat Tender'** means one unpowered vessel or a vessel powered by a small outboard engine that is less than 3 metres **LOA** which is carried on or towed by the **Boat** and used only for going to and from the **Boat**.

### GENERAL CONDITIONS

1. This Agreement allows you to moor the **Boat** at the **Mooring Site**. It does not give you the right to a particular **Mooring** or berth. Where a berth or particular **Mooring** is specified, **you** nevertheless agree to move the **Boat** when we ask you to, or agree that **we** may move the **Boat** a reasonable distance to ensure best use of the water space available at the **Mooring Site**.

2. **You** must pay the mooring fee due under this Agreement. If **you** use the **Mooring** or display the mooring permits before having paid the fee **you** nevertheless agree to comply with the terms of this Agreement.

3. The right to use the **Mooring** is personal to **you** and **you** may not assign it to any person. **You** may allow another person to use the **Mooring** for short periods but only with **our** permission which shall not be unreasonably withheld.

4. At the end of this Agreement, **you** must let **us** have the **Mooring** back in a clean and tidy condition.

5. **You** may keep a **Boat Tender** on the water at the **Mooring** provided **we** agree in writing and **you** pay an additional charge. The **Boat Tender** must be marked "Tender to [name and index number of the **Boat**].

6. The **Boat** must be properly licensed for the duration of this Agreement. Current mooring and licence permits must be displayed where they can be easily seen from either side of the **Boat** at all times.

7. **We** may introduce local rules ["Site Rules"] relating to the use and management of the **Mooring** or **Mooring Site** which are not inconsistent with this Agreement. We will consult local customers before the introduction of a new set of Site Rules or major alterations to existing Site Rules.

**We** reserve the right to amend such rules from time to time provided **we** give **you** reasonable prior notice of the proposed changes. The Site Rules and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at the **Mooring Site** or once a copy of them has been given to **you**.

**8. You** must comply with the conditions of any planning permission for the **Mooring Site** and comply with relevant laws, byelaws, Site Rules and special conditions, including any concerning **your** private use of land at the **Mooring Site**.

**9. We** may go onto any **Canal & River Trust** property at the **Mooring** at all reasonable times to inspect it for defects. **We** also may go onto the **Mooring** to do works and repairs. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing of **our** intention to do the works and tell **you** what works **we** plan to do. If there is any emergency **we** may do the works without giving **you** notice. In that case, **we** will tell **you** as soon as practical what the emergency was and what works **we** have done.

**10. We** can move the **Boat** if **we** need to do any work on **The Trust's** property at the **Mooring**. **We** will give **you** at least 14 days, and where practicable 28 days notice in writing unless there is an emergency or the movement is of a minor nature. If **we** do need to move the **Boat** **we** will provide **you** with an alternative **Mooring**. When **we** move the **Boat** to do work **we** will put the **Boat** back on to the **Mooring** as soon as possible after the work is finished. If **you** reasonably incur any costs or expenses because **we** have moved the **Boat** to do works **we** will refund them.

**11. We** will give **you** at least 14 days, and where practicable 28 days notice in writing of **our** intention to carry out any building or development work in, around or adjacent to the **Mooring** or **Mooring Site**.

**12. You** are responsible for paying Council Tax (if applicable) and all gas, electricity and other services used by **you** at the **Mooring Site**.

**13. You** must not keep, hang or place anything on **The Trust's** property at the **Mooring Site** unless **we** have previously agreed to it. **You** must not display on the **Boat** or the **Mooring Site** any sign or notice of a commercial nature without **our** permission.

**14. You** must not damage, alter add to or deface any **The Trust's** property at the **Mooring Site** in any way. **We** may make a charge to cover the cost of making good.

**15. You** must not keep animals other than domestic pets at the **Mooring**. They must remain under proper control whilst at the **Mooring** and not cause nuisance to **your** neighbours. **You** must clear up their mess.

**16. You** or **your** visitors must not obstruct any emergency access roads, service roads or service areas at the **Mooring Site**. **You** must ensure that **you** and **your** visitors park their motor vehicles considerately (and only in the spaces allocated for them, where provided). Any vehicles using the **Mooring Site** must be roadworthy, taxed and insured.

**17. You** must keep the outside of the **Boat** in reasonable repair and the area around the **Boat** clean and tidy.

## **HEALTH SAFETY & THE ENVIRONMENT**

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**18. You** should let **us** know if **you** notice any defects in the **Mooring**.

**19.** Any works undertaken on the **Boat** whilst at the **Mooring Site** must be carried out in a safe manner and with due regard to protecting the environment and **your** obligations under Condition 21.

**20.** Any accidents or other incidents involving injury or damage to **The Trust's** property at the **Mooring** must be reported to **us**. **You** must report any damage for which **you** are responsible under Condition 21.

**21. You** must not do (or carelessly fail to do) anything at the **Mooring** which will cause damage or nuisance to any other person or their property. **You** accept responsibility for any such damage or nuisance caused by **you**, other occupants of the **Boat** or **your** visitors. **You** will not be responsible for events that are outside **your** control.

**22. You** must dispose of **your** rubbish so that it does not become a nuisance or a risk to the health or safety of any person, animal or **our** property.

**23. You** must make sure the **Boat** is moored safely and that it is properly attached to the bollards, moorings rings, mooring pins or stakes. **We** may go onto the **Boat** and move it at **our** discretion for reasons of safety or the protection of the environment.

**24. You** must not light fires including barbecues on the **Mooring** or **Mooring Site** unless allowed under the Site Rules or **you** have first obtained permission from your local waterway office.

## OUR RESPONSIBILITIES

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**25. We** will exercise reasonable care in carrying out our functions under this Agreement (including when boarding or moving the **Boat** or the **Boat Tender**) and will make good damage caused by our negligence.

**26. We** will keep the mooring services and facilities that **we** provide under this Agreement clean and repaired. **We** will replace any equipment that has become unusable and is beyond economic repair. **We** will not be liable if the mooring services and facilities fail temporarily and **we** will replace or repair them within a reasonable time.

**27. We** shall not be liable for any other loss or damage caused by any events or circumstances beyond our reasonable control (such as extreme weather conditions, unforeseeable failure of historic structures or the actions of third parties not employed by **us**). This includes loss or damage to boats, gear, equipment or other goods left with **us** for repair or storage. **You** may wish to take out **your** own insurance to cover such risks.

**28. We** will comply with the price control regulations for Landlords set out by the gas, water, electricity and telecommunications regulatory bodies.

## TERMINATION

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**29.** This Agreement terminates at the end of the period specified in the Mooring Application Form.

**30. We** may terminate this Agreement immediately if **you** fail to pay any money owing to **us** under this Agreement or in connection with the licensing or use of the **Boat** on **our** waterways.

**31. We** may terminate this Agreement before the end of the period specified if **you** breach any of the terms of this Agreement and either the breach cannot, in our opinion, be put right or if **you** fail to put things right having been asked by **us** to do so.

**32.** Before **we** terminate this Agreement under Condition 31 we will write to **you** and explain how we think **you** have broken the terms of this Agreement; and

**32.1** Where **we** think you can put things right we will tell you how **we** think you can do so and how long you have to comply. This time will depend upon the circumstances but will be reasonable and will be at least 14 days where work is required to be done to the **Boat**. If **you** do not put things right within the time **we** have given **you**, this Mooring Agreement will end and **you** must remove the **Boat** from the **Mooring** immediately.

**32.2** Where **we** are of the opinion that **you** cannot put things right, we will explain why and **you** must remove the **Boat** from the **Mooring Site** within 14 days and this Agreement will terminate at the end of that 14 days whether or not the **Boat** has been removed.

**33.** If **you** fail to remove the **Boat** from the **Mooring Site** on termination of this Agreement we shall be entitled to:

- Damages equivalent to the mooring fee which would have been payable by **you** if the Agreement had not been terminated; or
- Remove the **Boat** from the **Mooring Site** at **your** risk (except for loss or damage caused by **our** negligence during such removal) and keep it elsewhere and charge **you** with all costs arising out of such removal including alternative mooring fees.

**34. We** reserve the right to refuse to issue **you** with any mooring permit in the future. **You** have no right under these Conditions to the renewal of a mooring permit. **We** will not unreasonably refuse to renew a mooring permit. However, if **we** do refuse to issue **you** with a mooring permit, **we** will write and tell you why.

**35.** The mooring fee is the Bid Price that **you** offered to pay when **you** submitted a bid for the **Mooring**.

**36.** The term of the Agreement is three years.

**37. You** may terminate this Agreement at any time except within the first six months by giving two months written notice of termination to **our** local waterway office.

**38.** If **you** terminate this Agreement by giving notice, **we** will credit full, unused months providing **you** write to us enclosing both copies of the mooring permit. Credit will be calculated pro rata where the monthly fee is one thirty-sixth of the total fee payable over the three year term.

## **PAYMENT OPTIONS FOR AUCTIONED LONG TERM MOORINGS**

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The payment options available for the three year Mooring Agreement are set out below.

For all options the first or only payment is due within fourteen (14) days of the auction closing date and it must be enclosed with the Mooring Application Form.

### **Option A:**

The first payment must be made by cheque or credit or debit card followed by thirty-two (32) equal monthly payments by Direct Debit. The first payment is four per cent (4%) of the total payments for the three year Mooring Agreement. Payment must be made by cheque or credit or debit card (not Direct Debit). The amount for the first payment is shown on the Mooring Application Form. You must also complete the Direct Debit instruction for thirty-two (32) subsequent equal monthly payments and choose from the payment date options. We will send you a schedule showing the amounts to be collected and on which dates.

### **Option B:**

Three (3) annual payments, each at the fee that you bid. Second and third payments are due on each anniversary of the Mooring Agreement start date. Payment must be made by cheque or credit or debit card.

### **Option C:**

One (1) single payment to cover the three (3) year period of the Mooring Agreement. Payment must be made by cheque or credit or debit card.

### **Payments by Direct Debit (Payment option A only)**

You must complete the Direct Debit instruction supplied with the Mooring Application Form. We can collect direct debit payments on the 1st, 8th, 16th or 24th day of the month, and you can show your preferred date when completing the Mooring Application Form.

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 or you cancel your Direct Debit instruction, we will contact you and ask you for payment by other means.

If we do not receive the amount due, we may terminate the Mooring Agreement and you must remove your boat from the mooring immediately. We may also take legal action to recover any money owing.

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 any money owing. In addition, if you default on your direct debit payments, we may refuse to grant you a Direct Debit facility in the future.