



TERMS AND CONDITIONS FOR PRE-BOOKED VISITOR MOORINGS

This **Agreement** sets out the terms and conditions that will apply to **your** use of a visitor mooring which **you** may book for use for a limited period at a mooring site where pre-bookable visitor moorings are available.

We shall process **your** personal information in a variety of ways under the **Application** and **this Agreement** as set out in **our** privacy policy notice (including the privacy schedules to the notice) and in accordance with the Data Protection Act 2018. Further details can be found as <https://canalrivertrust.org.uk/cookie-and-privacy-policy>.

DEFINITIONS

'Agreement'	means these terms and conditions, including Special Conditions and/or Site Rules , along with the Application .
'Application'	means your application form, completed in accordance with Condition 1.2 or 1.3 below, for the Pre-booked Visitor Mooring
'Application Date'	means the date we accept your Application for a Pre-booked Visitor Mooring and confirm this in accordance with condition 1.2 or 1.3. This will be the start date of the contract between you and us for the Pre-booked Visitor Mooring .
'Boat'	means the vessel permitted by us to moor at the Pre-booked Visitor Mooring Site under the terms of this Agreement , including any Tender to the vessel.
'Boat Licence'	means the boat licence issued to you by us to permit use of our Waterways , and which is not a restricted licence of six months or less unless we have in exceptional circumstances agreed to permit you to book a Pre-booked Visitor Mooring notwithstanding that you have such a restricted licence.
'Canal & River Trust'/'we'/'us'/'our',	means the Canal & River Trust, its successors and assigns and any of its employees or other persons authorised by Canal & River

	Trust to act for or on behalf of it.
'Fees'	means any fee for the Pre-booked Visitor Mooring which you are liable to pay us , notified to you by us when you apply for a Pre-booked Visitor Mooring . The fees are also published by us on our website https://canalrivertrust.org.uk/bookablemooringslondon .
'our Waterways'	means any waterway(s) owned or managed by Canal & River Trust , and includes any navigable branches or arms, marinas, docks or basins and any land held or used by us in connection with the waterways.
'Pre-booked Visitor Mooring(s)'	means the water space at the Pre-booked Visitor Mooring Site where you are temporarily permitted to moor your Boat during the Pre-booked Visitor Mooring Period .
'Pre-booked Visitor Mooring Site'	means the water space at the visitor mooring where you are temporarily permitted to moor your Boat during the Pre-booked Visitor Mooring Period and includes the land and water used in connection with the mooring (together with any pontoon or jetty) that is in our ownership or control.
'Pre-booked Visitor Mooring Period'	means any mooring period of between 1 to 7 Whole Days which you have booked, or any applicable shorter period if we or you terminate this Agreement .
'Pre-booked Visitor Mooring Start Date'	means the date (notified to you by us) when you can move your Boat to the Pre-booked Visitor Mooring Site .
'Site Rules'	means specific rules relating to the use and management of a Pre-booked Visitor Mooring Site which we may issue from time to time.
'Special Conditions'	has the meaning given to it in condition 6.4 below.
'Tender(s)'	means one small boat (no more than 3 metres Length Over All) which is carried on or towed by the Boat and used only for going to and from the Boat whilst in sight of the Boat .

'Unpermitted Use Charge'	means a charge for unpermitted use of a Pre-booked Visitor Mooring Site which includes using a Pre-booked Visitor Mooring without booking, or overstaying at such mooring on expiry of the Pre-booked Visitor Mooring Period .
"Whole Days"	means day(s) including the night of the relevant day(s).
'you'/'your'	means the person(s) or entity in whose name the Boat is licensed with us .

GENERAL CONDITIONS

1. BOOKING FOR PRE-BOOKED VISITOR MOORING

1.1 To obtain a **Pre-booked Visitor Mooring**, **you** can apply online (as referred to in condition 1.2 below). Alternatively, **you** may contact **our** customer services to assist **you** in completing **your Application** (as referred to in condition 1.3 below) if **you** need **our** assistance in completing an online **Application** on **your** behalf. If **we** accept **your Application** for a **Pre-booked Visitor Mooring** and confirm this in accordance with condition 1.2 or 1.3 below (whichever is applicable), the **Application Date** will be date that the terms and conditions of this **Agreement** become effective.

1.2 When **you** complete the online **Application yourself**, accessed through the boat licensing web page, this **Agreement**, including any **Special Conditions** and **Site Rules**, will be available for **you** to read and **you** will have notice of the **Fees** published by **us** at <https://canalrivertrust.org.uk/bookablemooringslondon>. **You** must follow the instructions for showing that **you** accept the terms and conditions of this **Agreement** including the **Fees**. **You** must pay the **Fees** in full on the **Application Date**. **We** will confirm **our** acceptance of **your** booking by email, and in the email **we** will confirm:

- (i) **your Application Date;**
- (ii) the **Pre-booked Visitor Mooring Start Date** when **you** can move **your Boat** to the **Pre-booked Visitor Mooring Site** and the location of the relevant **Pre-booked Visitor Mooring Site;**
- (iii) the end date of **your Pre-booked Visitor Mooring Period;**
- (iv) the **Fees you** have paid; and
- (v) the name and index number of **your Boat**.

- 1.3 If **you** require the assistance of **our** customer services to make an online **Application** for a **Pre-booked Visitor Mooring** **you** may telephone **our** customer services on 0303 040 4040 to complete an online **Application** for **you** on **your** behalf using the information **you** provide by phone, on condition that **you** confirm to customer services that **you** have read the terms and conditions of this **Agreement**. Customer services will also complete the acceptance part of the online **Application** which indicates that **you** accept the terms and conditions of this **Agreement** including the **Fees**. **You** must pay the **Fees** in full on the **Application Date**. As soon as possible following the completion of **your Application**, **we** will send **you** (by email or post) confirmation of **our** acceptance of **your** booking, and a link to the terms and conditions of this **Agreement**, and to the **Fees** published by **us** online at <https://canalrivertrust.org.uk/bookablemooringslondon>. The email or letter to **you** will confirm the following:
- (i) **Application Date;**
 - (ii) the **Pre-booked Visitor Mooring Start Date** when **you** can move **your Boat** to the **Pre-booked Visitor Mooring Site** and the location of the relevant **Pre-booked Visitor Mooring Site**;
 - (iii) the end date of **your Pre-booked Visitor Mooring Period**;
 - (iv) the **Fees** **you** have paid;
 - (v) the name and index number of **your Boat**; and
 - (vi) **the Agreement**.
- 1.4 The **Pre-booked Visitor Mooring Period** **you** choose when booking may be for any period of between 1 and 7 **Whole Days**. On expiry of **your Pre-booked Visitor Mooring Period** at a specific **Pre-booked Visitor Mooring Site** there must be at least 7 clear days between the end of one booking by **you** and the start of a new booking for the same **Pre-booked Visitor Mooring Site** or at any other **Pre-booked Visitor Mooring Site** on **our Waterways**. **Pre-booked Visitor Moorings** for any of the Islington Eco-visitor moorings cannot exceed a combined total of 14 **Whole Days** in a single month and there must be at least 7 clear days between the end of one booking by **you** and the start of a new booking at any of the Islington Eco-visitor moorings.
- 1.5 **You** must not move **your Boat** to the **Pre-booked Visitor Mooring Site** before 13.00 hours on the **Pre-Booked Visitor Mooring Start Date**.
- 1.6 **You** must remove **your Boat** from the **Pre-booked Visitor Mooring Site** by 12 noon on the day following the last night of **your Pre-booked Visitor Mooring Period**. If **you** terminate **your Pre-booked Visitor Mooring Period** early in accordance with condition 9.1(ii) **you** must remove **your**

Boat from the **Pre-booked Visitor Mooring Site** by 12 noon of the termination date specified in **your** termination notice.

2. RIGHTS TO CANCEL AND EFFECTS OF CANCELLATION

- 2.1 You must not move **your Boat** to the **Pre-booked Visitor Mooring Site** before 13.00 hours on the **Pre-booked Visitor Mooring Start Date** or attempt to move **your Boat** to a **Pre-booked Visitor Mooring Site** without having made any booking at all. If **you do**, **we** may remove **your Boat** in accordance with condition 3 and/or demand that **you pay us Unpermitted Use Charges** in accordance with condition 5.6 below.
- 2.2 You have the right to cancel the **Agreement** in accordance with condition 2.3 below up to 48 hours before **your Pre-booked Visitor Mooring Start Date** begins and **you** will be entitled to a refund in accordance with condition 2.4 below. **You** may be able to change a booking up to 48 hours before **your Pre-booked Visitor Mooring Start Date** at no additional charge, subject to the availability of the change **you wish to make to your Pre-booked Visitor Mooring**.
- 2.3 If condition 2.2 applies **you** can cancel **your booking** for a **Pre-booked Visitor Mooring yourself** by following the cancellation instructions online at <https://licensing.canalrivertrust.org.uk/prebookablemoorings>, or if **you** want assistance to cancel online **you** should contact **our** customer services on 0303 040 4040. If **you** prefer **you** may also cancel in writing by email to Enquiries.londonsoutheast@canalrivertrust.org.uk (a model cancellation form is set out in Schedule 1 below). In the notice **you** send, **you** do not need to give **us** any reasons for **your** decision to cancel.
- 2.4 If **you** cancel **your booking** more than 48 hours before **your Pre-booked Visitor Mooring Start Date** in accordance with condition 2.3, **we** will return any payments received from **you** on the **Booking Date** without undue delay and in any event not later than 14 days after the day on which **we** are informed about **your** decision to cancel this **Agreement**. **We** will reimburse all payments **we** have received from **you** using the same means of payment as **you** used to pay **us**, unless **you** have expressly agreed otherwise. **You** will not be entitled to any refund of **Fees** paid if **you** cancel **your** booking within 48 hours of **your Pre-booked Visitor Mooring Start Date**.
- 2.5 If **you** choose to terminate the **Agreement** after the **Pre-booked Visitor Mooring Start Date** but before the expiry of the **Pre-booked Visitor Mooring Period**, **you** may only terminate in accordance with condition 9.1(ii). **You** will not be entitled to any refund of **Fees** paid if **you** terminate **your** booking in accordance with condition 9.1(ii).

2.6 If **you** cancel a booking for a **Pre-booked Visitor Mooring** on two or more occasions within one month, **we** reserve the right to refuse to process any future **Application** from **you** for a **Pre-booked Visitor Mooring** or for any other mooring at any of **our** mooring sites for 6 months.

3. REMOVAL OF BOAT FROM THE PRE-BOOKED VISITOR MOORING FOR UNPERMITTED MOORING

3.1 If **you** move **your Boat** into the **Pre-booked Visitor Mooring Site** before 13.00 hours on the **Pre-booked Visitor Mooring Start Date**, attempt to move **your Boat** to a **Pre-booked Visitor Mooring Site** without having made any booking at all, or if the **Boat** remains at the **Pre-booked Visitor Mooring Site** at any time after 12 noon on the day following the last night of **your Pre-booked Visitor Mooring Period** or the termination date specified in **your** termination notice, **we** shall be entitled to:

- (i) move **your Boat** from the **Pre-booked Visitor Mooring Site** at **your** own risk to such place on **our Waterways** as **we** deem appropriate, and by accepting this **Agreement**, **you** consent to **us** entering on to and/or taking control of the **Boat** for a temporary period to the extent necessary to carry out **our** rights under this condition 3.1(i);
- (ii) charge **you** **Unpermitted Use Charges**, in accordance with condition 5.6 below for the period up to and including the date upon which **your Boat** is moved from the **Pre-booked Visitor Mooring Site** by **you** or by **us**; and
- (iii) recover from **you** costs and expenses **we** may incur in removing **your Boat** from the **Pre-booked Visitor Mooring Site** in accordance with condition 5.5 below.

4. THE AGREEMENT AND USE OF THE PRE-BOOKED VISITOR MOORING SITE

4.1 **Your** booking in accordance with the terms and conditions of this **Agreement** of the **Pre-booked Visitor Mooring Period** allows **you** to temporarily moor the **Boat** at the **Pre-booked Visitor Mooring Site** **we** have specified to **you** in accordance with condition 1.2 or condition 1.3 (as applicable) for the **Pre-booked Visitor Mooring Period** specified to **you** by **us**.

4.2 A successful booking of a **Pre-booked Visitor Mooring** does not give **you** possession of the **Pre-booked Visitor Mooring**. The **Pre-booked Visitor Mooring** remains in **our** ownership and control. To ensure the best use of the water space available at the **Pre-booked Visitor Mooring**, **you** must follow any instructions **we** give to **you** with regard to where and how **your Boat** may be moored. If **you** fail to move the **Boat** within the **Pre-booked Visitor Mooring Site** in accordance with any instructions from **us**, **we** may terminate this **Agreement**, in accordance with condition 9.4 below, or **we** may move

the **Boat** to somewhere **we** consider suitable, and **we** may recover from **you** any resulting costs, charges and/or expenses, in accordance with condition 5.5 below.

4.3 This **Agreement** does not replace **your Boat Licence**.

4.4 The permission **we** give **you** to use the **Pre-booked Visitor Mooring Site** is personal to **you**. **You** cannot give or sell such permission to anyone in any circumstances and it cannot be inherited from **you** by anyone.

4.5 **You** are not permitted to carry out trading at a **Pre-booked Visitor Mooring Site**.

5. FEES AND OTHER CHARGES

5.1 **Your** use of the **Pre-booked Visitor Mooring Site** is subject to **you** paying the applicable **Fees**.

5.2 If **you** use a **Pre-booked Visitor Mooring** before having completed a booking process in accordance with conditions 1.2 or 1.3 above and paid the relevant **Fees**, **we** shall be entitled to charge **you** **Unpermitted Use Charges** in accordance with condition 5.6.

5.3 **You** will not be entitled to any refund of and **Fees** paid if **we** terminate the **Agreement** in accordance with condition 9.4.

5.4 If **you** fail to make any payments which **you** are liable to pay to **us** in accordance with this **Agreement** (including **your Fees** for **your Pre-booked Visitor Mooring** and any other sums **we** may be entitled to recover in accordance with this **Agreement**) **we** may:

- (i) take action to recover the unpaid sums as a debt and **we** reserve the right to recover from **you** interest on the debt, and costs **we** incur in recovering the debt, including legal fees and court costs; and/or
- (ii) off set the unpaid sums against any sums **we** may owe **you** in connection with the **Pre-booked Visitor Mooring** and this **Agreement**; and/or
- (iii) terminate this **Agreement** in accordance with condition 9.4 and refuse to process any future **Application** from **you** for a **Pre-booked Visitor Mooring** or for any other mooring at any of **our** mooring sites until **you** have paid any sums **you** owe **us** which have remained unpaid by **you**.

5.5 If **we** incur any costs, charges and/or expenses or suffer any losses as a result of **your** failure to comply with the conditions of this **Agreement**, or as a result of anything caused by **you** or for which

you are responsible in connection with the **Boat** and **your** use of the **Pre-booked Visitor Mooring Site**, **we** shall have the right to recover any such reasonable costs, charges and/or expenses from **you** in accordance with this condition 5.5 and/or as a debt. Such costs, and/or expenses may include but are not limited to:

- (i) any costs, charges and/or and expenses incurred in relation to removal or storage or destruction of the **Boat** or of items left on the **Boat** or any other part of the **Pre-booked Visitor Mooring Site**; and/or
- (ii) any costs and/or fees of professionals/contractors **we** may employ to assist **us** in dealing with the consequences of **your** actions, or inaction, including legal costs; and/or
- (iii) any other administrative charges, including costs for **our** time, that **we** may incur; and/or
- (iv) all costs, charges and/or expenses arising from any claims made against **us** for any damage including but not limited to those relating to personal injury and/or damage to property.

5.6 For any period that **your Boat** may be at the **Pre-booked Visitor Mooring Site** without **our** permission **we** may demand from **you** the payment of **Unpermitted Use Charges**. The **Unpermitted Use Charges** will be calculated as double the amount of the **Fees** that would have been payable by **you** had **you** made a booking for the relevant **Pre-booked Visitor Mooring Site** for the period **your Boat** is at the **Pre-booked Visitor Mooring Site** without a booking. **You** will be liable to pay the **Unpermitted Use Charges** **we** demand from **you**, in accordance with this condition 5.6, up to and including the date upon which **your Boat** is removed from the **Pre-booked Visitor Mooring Site** by **you** or by **us**.

6. YOUR OBLIGATIONS

6.1 **You** may keep a **Tender** on the water at the **Pre-booked Visitor Mooring** provided the combined length of **your Boat** and **Tender** do not exceed the maximum length of **Pre-booked Visitor Mooring**. The **Tender** must be marked "*Tender to [name and index number of the Boat]*". It should be noted that at the following mooring sites only the following mooring arrangements are permitted:

- (i) Treaty Street (See signage at the **Pre-Booked Visitor Mooring Site** as there is a mixture of double and single permitted);
- (ii) Caledonian Road: Single mooring all year round; and
- (iii) Colebooke Row: Single mooring winter period, double mooring summer.

Additional mooring restrictions may apply at the relevant **Pre-Booked Visitor Mooring Site**. Please refer to the relevant signage at the **Pre-Booked Visitor Mooring Site** for details of any applicable restrictions.

- 6.2 The **Boat** must have a valid **Boat Licence** for the duration of the **Pre-booked Visitor Mooring Period**.
- 6.3 You must comply with any **Site Rules**. We reserve the right to introduce new **Site Rules** or to amend existing **Site Rules** from time to time provided we give you reasonable prior notice (usually one month but may be shorter if urgent due to health & safety requirements) wherever possible 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 **Pre-booked Visitor Mooring Site** or once a copy of them has been provided to you (whichever is the earlier).
- 6.4 At any time whilst you have the right to moor at the **Pre-booked Visitor Mooring Site** we may require you in writing to comply with additional conditions (**Special Conditions**) relating specifically to your use of the **Pre-booked Visitor Mooring Site**. **Special Conditions** may include conditions relating to your private use of land at the **Pre-booked Visitor Mooring Site**. You must comply with any **Special Conditions** that relate to the **Pre-booked Visitor Mooring Site** or any other **Special Conditions** notified (under conditions 1.2 or 1.3, or other such notification) to you prior to the **Application Date**. We only issue **Special Conditions** to ensure the best use of the **Pre-booked Visitor Mooring Site**. We will give you reasonable prior notice of any change to an existing **Special Condition** or of any intention we may have to introduce a new **Special Condition**. You may cancel your **Pre-Booked Visitor Mooring Site** and this **Agreement** upon immediate written notice if we introduce, or change, a **Special Condition** under this condition 6.4 and you will be entitled to a refund in accordance with condition 2.4.
- 6.5 You are responsible for paying council tax (if applicable), all gas, electric and other costs or expenses associated with your **Boat**.
- 6.6 You must:
- (i) comply with relevant legislation, bye-laws, and follow our lawful directions spoken or written (including signs);
 - (ii) not carry out any operational development or material change of use requiring planning permission at the **Pre-booked Visitor Mooring Site**;
 - (iii) not use the **Pre-booked Visitor Mooring** as your sole or main residence;
 - (iv) comply with the terms of any planning permission or other third-party consent applicable to the **Pre-booked Visitor Mooring Site**; and
 - (v) not damage, alter, add to or deface any of our property at the **Pre-booked Visitor Mooring Site** in any way. We may charge you for making good any damage caused by you.

- 6.7 **You**, and any other occupants of the **Boat** and **your** visitors, must not keep, hang or place anything on **our** property at the **Pre-booked Visitor Mooring Site** or on **your Boat** (including any sign or notice of a commercial nature) without **our** permission. At **our** request **you** shall move any sign or notice for which **we** have not given permission. **You** must not use the land at the **Pre-booked Visitor Mooring Site** for storage of **your** belongings.
- 6.8 **You** shall be responsible for and liable for anything at the **Pre-booked Visitor Mooring Site** or in the vicinity of the **Pre-booked Visitor Mooring Site** which is done or not done by any persons visiting **you**, occupying the **Boat** or working for **you**. Any acts or omissions of such persons which result in a breach of this **Agreement** will be deemed to be **your** breach of this **Agreement**. **You** must ensure that any persons visiting **you**, occupying the **Boat** or working for **you** comply with this **Agreement** including any relevant **Site Rules**.
- 6.9 **You** should notify **us** if **you** become aware of any defects or problems at the **Pre-booked Visitor Mooring**.
- 6.10 At the end of your **Pre-booked Visitor Mooring Period** **you** must leave where **you** were at the **Pre-booked Visitor Mooring Site** in a clean and tidy condition and remove all of **your** belongings from the **Pre-booked Visitor Mooring Site**.
- 6.11 The **Boat** must have a minimum level of on-board facilities to allow the ability to be self-sufficient (including the provision of portable water storage with toilets connected and wash cubicles).
- 6.12 **You** must keep the area around the **Boat** clean and tidy and keep the outside of the **Boat** in reasonable repair.
- 6.13 **You** must ensure that **you** continue to keep **your Boat** insured as required in **your Boat Licence** terms and conditions.
- 6.14 A successful **Application** for a **Pre-booked Visitor Mooring** only permits **you** to moor the **Boat** named in the **Application**. **You** must not at any time and for whatever reason allow any other boat to moor alongside **your Boat** or anywhere else at the **Pre-booked Visitor Mooring Site**, including but not limited to any boats of persons visiting **you** for whatever purpose.

7. HEALTH, SAFETY, THE ENVIRONMENT

- 7.1 **You** must make sure the **Boat** is moored safely and that it is properly attached to the bollards, moorings rings, mooring pins or stakes.

- 7.2 **We** may go onto the **Boat** and move it at **our** discretion for reasons of safety or the protection of the environment. **We** will only do this if **you** fail to comply with any request **we** make to move the **Boat**.
- 7.3 Any accidents or other incidents involving injury or damage to **our** property at the **Pre-booked Visitor Mooring Site** must be reported to **us** including any damage or injury for which **you** are responsible. **You** must also notify **us** of any potential safety risks at the **Pre-booked Visitor Mooring Site**.
- 7.4 **You** must not do (or carelessly fail to do) anything at the **Pre-booked Visitor Mooring Site** or in the vicinity of the **Pre-booked Visitor Mooring Site** which will:
- (i) pose any risk to the health and safety of individuals;
 - (ii) pose a risk to the environment;
 - (iii) cause damage or nuisance to any other person or their property; or
 - (iv) amount to anti-social behaviour towards any other person including other Visitor mooring customers and/or other local residents or users of **our Waterways**.
- 7.5 **You** must not light fires including barbecues at the **Pre-booked Visitor Mooring** or **Pre-booked Visitor Mooring Site**, unless allowed under **Site Rules** or **you** have first obtained prior written consent from **us**. The lighting of fireworks is strictly prohibited.
- 7.6 **You** must use smokeless fuel for **your** stove when moored anywhere close to properties which could be affected by **your** chimney smoke.
- 7.7 **You** must dispose of **your** rubbish so that it does not become a nuisance or a health and safety risk. No rubbish shall be thrown overboard or left anywhere at the **Pre-booked Visitor Mooring Site**. Any domestic waste shall be disposed of in receptacles provided by **us**, or by removal from the **Pre-booked Visitor Mooring Site** by **you**. Non-domestic waste such as microwaves, fridges or other electrical household appliances must be removed from the **Pre-booked Visitor Mooring Site** by **you**. **We** may issue specific **Site Rules** relating to the management of rubbish at the **Pre-booked Visitor Mooring Site**.
- 7.8 **You** must not obstruct any emergency access roads, service roads or service areas at the **Pre-booked Visitor Mooring Site**. There is no parking provision available at any **Pre-booked Visitor Mooring Site**.

- 7.9 **We** have no obligation to recover or preserve the **Boat** or other property from the consequences of any defect in the **Boat** or property concerned or from the consequences of an accident or incident for which **we** are not responsible. However, **we** reserve the right to remove the **Boat** or to dismantle it in order to remove it in any appropriate circumstances, particularly where the **Boat** is an obstruction or poses a risk to the safety of people, property or the environment and **we** shall be entitled to recover any costs, charges and/or expenses **we** incur in accordance with condition 5.5.
- 7.10 **You** will not undertake any work to the **Boat** without **our** prior written consent and **you** will comply with any applicable **Site Rules**. Whether or not **we** give consent shall be at **our** absolute discretion and any consent **we** do give may be subject to conditions taking into account any matters **we** consider appropriate, including but not limited to health and safety considerations and having regard to the potential impact of the work on other third parties.
- 7.11 The **Boat** must comply with the Boat Safety Scheme standards (available at <https://www.boatsafetyscheme.org/>) and **you** must provide evidence which confirms compliance for the duration of this **Agreement**.
- 7.12 **You** agree not to tamper with the supply of electricity in any way if electricity is provided at the **Pre-booked Visitor Mooring Site**.
- 7.13 Diving, bathing and fishing at the **Pre-booked Visitor Mooring Site** is not permitted.
- 7.14 **You** must not keep animals other than domestic pets at the **Pre-booked Visitor Mooring**. Domestic pets must remain under proper control whilst at the **Pre-booked Visitor Mooring Site** and not cause nuisance to **your** neighbours. **You** must clear up their mess. **We** reserve the right to require **you** to remove any animals from the **Boat** if **you** fail to comply with this condition 7.14.
- 7.15 **You** should inform **us** of any spillage of oil, paint or any other pollutant or of anything which may pose a health and safety risk to **you** or others at the **Pre-booked Visitor Mooring Site**. **You** should also take such steps as reasonably practicable and safe in the circumstances to minimise the risks, until appropriate action is taken by **us** or other appropriate individuals or organisations.
8. **OUR RESPONSIBILITIES AND OUR RIGHTS OF ACCESS TO THE PRE-BOOKED VISITOR MOORING AND THE BOAT**
- 8.1 **We** will exercise reasonable care in carrying out **our** functions under this **Agreement** (including when boarding or moving the **Boat** or the **Tender**).

- 8.2 **We** shall not be liable for any 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.
- 8.3 **We** may go onto the **Boat** and/or **Pre-booked Visitor Mooring** at any time in order to carry out any of **our** functions under this **Agreement** or **your Boat Licence** or to exercise any legal rights including exercise of **our** statutory powers. **We** may affix or place on the **Boat** notices, correspondence or other documents, including contractual or legal notices.
- 8.4 **We** may go onto the **Pre-booked Visitor Mooring Site** to inspect for defects. **We** may also go onto the **Pre-booked Visitor Mooring** to do works and repairs (this includes any building or development work in, around or adjacent to the **Pre-booked Visitor Mooring** or **Pre-booked Visitor Mooring Site**). **We** will give **you** at least 14 days' notice, and where practicable 28 days' notice. If there is an emergency **we** may carry out the works without giving **you** notice but **we** will tell **you** as soon as reasonably practicable what the emergency was and what works **we** have done.
- 8.5 In order to take action in accordance with condition 8.4 above, **we** may require **you** to move the **Boat** and if **you** fail or are unable to do so, **we** may move the **Boat** for the duration of **our** inspection or works.
- 8.6 **We** are not responsible for the supply of electricity, any other facilities or services at the **Pre-booked Visitor Mooring Site** unless specified in **Sites Rules** and/or **Special Conditions**.

9. TERMINATION

- 9.1 This **Agreement** will be deemed terminated if **you** take any of the following actions:
- (i) if **you** cancel the **Agreement** at any time before the **Pre-booked Visitor Mooring Start Date** in accordance with condition 2.2 and 2.3; or
 - (ii) if, at any time after the **Pre-booked Visitor Mooring Start Date**, **you** wish to terminate **your** use of the **Pre-booked Visitor Mooring** before the end of the **Pre-booked Visitor Mooring Period**, **you** must give **us** written notice of such termination sent by email to Enquiries.londonsoutheast@canalrivertrust.org.uk.

9.2 If the cancellation rights under condition 2.2 apply and **you** cancel the **Agreement** in accordance with condition 2.3 above, or if **you** terminate this **Agreement** under condition 6.4 above, **Fees** will be refunded to **you** in accordance with condition 2.4.

9.3 **You** will not be entitled to any refund of any **Fees** paid if **you** terminate **your** booking in accordance with condition 9.1(ii).

9.4 **We** may terminate this **Agreement** (and thereby **your Pre-booked Visitor Mooring**) immediately by serving **you** with a termination notice in writing if:

- (i) **you** have failed to comply with a term of this **Agreement** which could have been remedied, but **you** have failed to do so within the time **we** have given to **you** to remedy the breach. **We** will normally give **you** one day's notice to remedy a breach; or
- (ii) **you** commit a breach of the **Agreement** which is not capable of remedy.

You will not be entitled to any refund of any **Fees** paid if **we** terminate this **Agreement** accordance with this condition 9.4.

9.5 Following expiry or termination of the **Pre-booked Visitor Mooring Period**, **you** shall remove the **Boat** from the **Pre-booked Visitor Mooring Site**.

9.6 If **you** fail to remove the **Boat from the Pre-booked Visitor Mooring Site** on expiry or termination of **your Pre-booked Visitor Mooring Period**, **we** shall be entitled to remove **your Boat** in accordance with condition 3.1 above or to dismantle or destroy the **Boat** in appropriate circumstances in order to move or remove it. In relation to any action **we** take in accordance with this condition 9.6 **we** shall be entitled to board **your Boat** to carry out such actions, and to recover any costs charges and expenses **we** may incur in accordance with condition 5.5 above, which may include **Unpermitted Use Charges**.

10 DISCLOSURE OF INFORMATION

10.1 **You** agree that **we** may provide **your** relevant personal details including **your** contact details such as **your** name and address to any person (or the insurer of any person) who **we** believe has a legitimate interest in an incident or alleged incident involving the **Boat** which will generally be the case where for example personal injury or damage to property may have occurred.

10.2 **You** agree that where **we** believe **you** have failed to comply with this **Agreement**, **we** may exchange information relating to **you** and/or the **Boat** with third parties who are assisting **us** in managing the

situation such as contractors, mooring providers, individuals or organisations with a legitimate interest or duty in exchanging information about **you**.

10.3 In addition to conditions 10.1 and 10.2, **we** will use **your** personal information as set out in **our** Privacy Policy here: <https://canalrivertrust.org.uk/cookie-and-privacy-policy>.

11 GENERAL

11.1 This **Agreement** is between the **Canal & River Trust** and **you**. A third-party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the conditions in this **Agreement**.

11.2 If any provision of this **Agreement** is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this **Agreement** and the remainder of the provision in question will not be affected.

11.3 Omission by **us** to exercise any right under this **Agreement** will not constitute a waiver of such right unless expressly stated by **us** in writing.

11.4 Any remedies **we** have set out in this **Agreement** do not prevent **us** from relying on any other remedies or rights that **we** may have, which may include the exercise of **our** statutory powers.

11.5 This **Agreement** is governed by English law and **you** agree to submit to the exclusive jurisdiction of the English courts.

11.6 The headings in this **Agreement** are for convenience only and shall not affect its interpretation.

11.7 Any provision of this **Agreement** that expressly or by implication is intended to come into or continue in force on, or after termination or expiry of this **Agreement** shall remain in full force and effect.

11.8 **Our** address for contact purposes and sending **us** any notices is:

- (i) Enquiries.londonsoutheast@canalrivertrust.org.uk; or
- (ii) The Canal & River Trust, The Toll House, Delamere Terrace, Little Venice, London, W2 6ND Tel. No. 0303 040 4040

11.9 If **you** have a complaint or are in dispute with **us** on any matter relating to the **Pre-booked Visitor**

Mooring, we are willing to handle **your** complaint or dispute through **our** complaints handling procedure. **You** can obtain information about the complaints handling process by:

- (i) contacting **us** at 0303 040 4040;
- (ii) visiting **our** website link at: <https://canalrivertrust.org.uk/contact-us/making-a-complaint>; or
- (iii) emailing **our** customer services team at customer.feedback@canalrivertrust.org.uk.

The availability of **our** complaints procedure does not prevent **you** from pursuing any legal remedies against **us** at any time.

SCHEDULE 1: MODEL CANCELLATION FORM

Note:

1. Below is a format for the model cancellation form **you** may use in accordance with condition 2.3 above, to notify **us** that **you** wish to cancel this **Agreement**.

Date: []

To: The Canal & River Trust, The Toll House, Delamere Terrace, Little Venice, London, W2 6ND

Email: enquiries.londonsoutheast@canalrivertrust.org.uk

I/We hereby give notice that I/We cancel the Pre-booked Visitor Mooring Agreement signed or agreed to by me/us when we applied for the pre-booked visitor mooring on [insert date]. The Agreement is cancelled from [insert date].:

Name:

Address:

Signature: