

DATED

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CANAL & RIVER TRUST (1)

AND

LICENSEE[S] (2)

Standard Licence for Fishing Rights

Canal & River Trust
National Waterways Museum Ellesmere Port
South Pier Road
Ellesmere Port
Cheshire
CH65 4FW

A LICENCE made the

day of

20[]

BETWEEN

CANAL & RIVER TRUST of National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW (“Canal & River Trust”) (1)

and

[names and addresses of the Licensees]

hereinafter collectively known as the Licensees.

Definitions

“**Angling Club Bailiff**” means a person authorised by the licensee[s] to act as a water keeper to manage the activities of Permitted Users and Trespassers

“**Club Rules**” means the rules of the club or its constitution, which members are required to accept as a condition of club membership

“**Event**” means the organisation by the Licensee or any third party (which has applied for permission or notified the Trust in accordance with Clause 8 below) of a competition or any other event involving members of the public along the Permitted Length and for the avoidance of doubt shall include competitions and other events which are organised in partnership with the Trust;

“**the Fishing Rights**” means the sole right to fish in and at the Permitted Length across the entire width of the waterway and catch and retain freshwater fish and eels in keep nets before returning to the Waterway (except where returns are prohibited under a KIFR permit or the Wildlife and Countryside Act 1981) by means of a rod and line (which for the avoidance of doubt includes pole) only; for the avoidance of doubt the rights include fishing from moored boats including moored kayaks (the latter from the towpath side only);

“Force Majeure Event” means any event affecting the performance by a Party of its obligations under the Contract caused by any act of God, natural disasters, heavy rain, floods, ice, riot, civil disorder, war, act of terrorism, rebellion or revolution, health and safety risks arising from any cause, epidemic or pandemic, any other similar events beyond the reasonable control of that Party and which could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by that Party at its expense through the use of alternate sources, workaround plans or other means;

“the Further Conditions” means those site-specific conditions set out in Schedule 2 or in schedule 4;

“the KIFR Permit” means the permit issued under the Keeping and Introduction of Fish (England and River Esk Catchment Area) Regulations 2015, a copy of which is included at Schedule 5;

“the Match Results coordinator” means the person specified in Schedule 4;

“the Permitted Length” means that part of the Waterway to which the Fishing Rights apply as identified and more specifically described in Schedule 1, which for the avoidance of doubt does not include any sections excluded from the Permitted Length;

“the Permitted Users” means those persons authorised by the Licensees to exercise the Fishing Rights in accordance with this Licence;

“the Trust’s Fisheries Representative” means the Trust’s National Fisheries & Angling Manager or other member of the Trusts Fisheries & Angling team;

“the Waterway” means the waterway or fishery described in Schedule 1;

“the Waterway Events Co-ordinator” means those persons authorised by the Trust to manage and administer the Trusts third party events processes.

1. The Grant

- 1.1 The Trust hereby grants to the Licensees [in their respective capacities as the officers of the Club] the Fishing Rights for the benefit of themselves [and all members for the time being of the Club] and any Permitted Users and for those purposes to pass and re-pass by any means permitted along the towing path of the Waterway.
- 1.2 The grant by the Trust to the Licensee described in Clause 1.1 is subject to these terms and conditions and to the Further Conditions (if applicable) set out in Schedule 2.

2. Derogations

This Licence is subject in all respects to:

- 2.1 The full and free use by the Trust of the Waterway and towing path along the Permitted Length for the carrying on by the Trust of any of its functions, which includes for the avoidance of doubt fisheries management works;
- 2.2 The provisions of the Environment Agency's (or Natural Resources Wales) National and relevant regional fishing byelaws for the time being in force and to the provisions of the Salmon and Freshwater Fisheries Act 1975 (as amended);
- 2.3 The KIFR permit associated with the permitted length;
- 2.4 Any statutory consents required, including but not limited to Wildlife & Countryside Act 1981, Flood Risk Activity Permits and Natural England consents

3. Term

This Licence shall remain valid for a period of [] **year(s)** commencing on [**date**] unless determined earlier under Clause 11 below.

4. Obligations of the Licensees

The Licensee hereby jointly and severally agrees with the Trust that [they/ it] will:

4.1. Pay to the Trust in advance the annual sums (“the Fee”) of:-

1st year: £amount per annum plus Value Added Tax

2nd year: £amount per annum plus Value Added Tax

3rd year: £amount per annum plus Value Added Tax

4th year: £amount per annum plus Value Added Tax

5th year: £amount per annum plus Value Added Tax

the first payment to be made on the **[date]** and thereafter payable **half-yearly/annually** in advance.]

4.2 Pay all rates taxes and assessments duties and outgoings whatsoever which would not have arisen but for this Licence.

4.3 Utilise only such means of access to and egress from the Permitted Length along the towing path of the Waterway or other specified route as may be agreed from time to time by the Trust’s Fisheries Representative (who will not unreasonably withhold his consent to the use of additional access points proposed by the Licensees) and the Licensees will use their best endeavours to ensure that all gates are closed when not in use for those purposes.

4.4 Other than permitted maintenance works along with the appropriate supporting risk and method statements as specified in Schedule 2, not without first obtaining the written consent of the Trust’s Fisheries Representative cut down or damage or cause or permit to be cut down or damaged any trees plants bushes or hedges or remove or cause or permit or suffer to be removed any turf soil clay sand or materials from the banks or towing path of the Waterway.

4.5 Not to unreasonably obstruct or impede:

4.5.1 navigation on the Waterway;

4.5.2 the mooring of craft at locations signed by the Trust as being for the purpose of mooring;

4.5.3 the passage of other legitimate users along the towing path on the Permitted Length;

For the avoidance of doubt fishing from vacant signed mooring locations is permitted when the mooring is not in use SAVE THAT the mooring location must be vacated if a craft arrives and reasonably wishes to moor.

- 4.6 Not interfere or cause or permit any interference with any works of the Trust or its contractors or with any craft plant or equipment on the Waterway or the towing path.
- 4.7 Record in writing the details of any occasion where a Member of the Club or Permitted User fails to comply with the provisions of Clause 5.3. below where due warning has been given
- 4.8 Provide an adequate service of angling club bailiffs along the whole Permitted Length as defined in the First Schedule. To facilitate this duty the Trust agrees to provide to the Licensee, for use by any such bailiffs, a form of proof of the authority to act as such as delegated to the Angling Club Bailiffs by the Trust.
- 4.9 Report to the Trust as soon as possible when safety signage relating to overhead powerlines is no longer in situ or has been damaged so as to destroy the messaging.
- 4.10 Supply to the Trust's Fisheries Representative at commencement of this agreement and subsequently within 7 days of the request:
- specimen copies of membership cards granted by the Club to members of the Club and/or Permitted Users and/or
 - the constitution of the Club
 - the Club Rules.
 - 3rd party public liability insurance

And notify the Trust of any changes or amendments to the documents listed within 7 days of any such change or amendment

- 4.11 Not assign or part with all or part of the Fishing Rights, including but not limited to sharing of waters with another Club, except with the written consent of the Trust's Fisheries Representative whose consent shall not be unreasonably refused or delayed, particularly where needed to provide for amalgamations and mergers of Clubs. The Trust's Fisheries Representative shall be acting reasonably in refusing consent unless the proposed assignee and Licensee agree to enter into new Licences on similar terms to this Licence. Clubs should not enter into detailed negotiations without at first obtaining agreement from the Trust
- 4.12 To comply with all relevant health, safety and environmental legislation, including but not limited to the Wildlife and Countryside Act 1981, Salmon and Freshwater Fisheries Act 1975 Animal Welfare Act 2006 and the Keeping and Introduction of Fish (England and River Esk Catchment Area) Regulations 2015, the Eels (England and Wales) Regulations 2009, Health and Safety Executive codes of practice and guidance, the Trust's bye-laws, and any Trust policies and procedures that the Trust has notified the Licensee of as being in force at the time of this Licence and which are obtainable from the Trust upon request if available.
- 4.13 Maintain a Public Liability Insurance Policy or procure by way of an endorsement on an existing Public Liability Insurance Policy a note of the Trust's interests therein such Policy to be in each case on normal terms with a reputable insurance company in the sum of not less than £10 million for any single claim and to produce if so requested by the Trust a copy of such insurance policy and of the latest renewal receipt thereof;
- 4.14 On presentation of evidence as to identity, permit the officers and other employees and pensioners of the Trust (as individuals in each case) to fish free of charge in and from the Permitted Length.
- 4.15 Using the contact details contained in schedule 4 to report firstly to the Environment Agency or Natural Resources Wales and then to the Trust's Fisheries Representative any observation of fish in distress, unauthorised fishing methods, signs of pollution. as soon as reasonably practicable. Any observations of low water levels or breaches must also be reported during normal office hours to 0303

040 4040 and out of normal working hours to the Trust's 24-hour line on 0800 47 999 47

- 4.16 To undertake a risk assessment or risk assessments which shall consider all activities to be undertaken pursuant to this Licence, including but not limited to bailiffing, events, competitions, carrying out of maintenance works, and those identified in Schedule 2 prior to exercising the rights set out in this licence, to comply with any mitigation measures identified in the risk assessment and to provide copies on request of the risk assessment(s) to the Trust.
- 4.17 To notify the Trust's Fisheries Representative within seven days of any change of contact details of the Club, or any change to the Chair, Secretary or Treasurer.
- 4.18 Not to undertake any coaching sessions or similar engagement activities with any child, young person or vulnerable adult or permit any person to do the same without ensuring that the appropriate safeguarding measures as would be practiced by qualified and licensed level two angling coaches under the 1st4Sport coaching scheme are in place.
- 4.19 Any public participation events run by the Club shall be carried out as part of the Trust's Let's Fish Campaign
- 4.20 At the request of the Trust's Fisheries Representative to investigate any complaint which is received by the Trust regarding the activity of the Licensees, member of the Club and/or a Permitted User and to report its findings to the Trust's Fisheries Representative.
- 4.21
- (i) Subject to paragraph 4.21(ii) below, the Licensees agree not to disparage or denigrate the Trust or the Trust's representatives in any way.
 - (ii) The Licensees may make truthful statements about the Trust or its representatives if compelled to by court Order, Legal Proceeding or otherwise required by law, without breaching clause 4.21(ii) above.

- 4.22 To provide to the Trust contact details to include at least one of; a website address, telephone number or e-mail address which can be included on the Trust's website and promotional materials to enable those wishing to become members of the Club or Permitted Users to contact the Licensees.
- 4.23 To report to the Trust's representative as soon as reasonably possible following first discovery the presence of any Non- Native fish species in the Permitted Length.
- 4.24 The Licensees recognise that anyone in possession of a Waterways Wanderers permit ("the Permit") issued prior to the commencement of this agreement shall be entitled to fish the Permitted Length until the expiry of the Permit.

5. Club Rules

The Licensees shall ensure that members of the Club and Permitted Users comply with the following provisions:

- 5.1 All members and Permitted Users must comply with the following:
- 5.1.1 the Trust's "Better Towpaths for Everyone" policy []
 - 5.1.2 the Trust's Byelaws for the time being in force
 - 5.1.3 the Check Clean and Dry campaign
 - 5.1.4 the Waterway Code for Anglers and Boaters

Which are all available on the Trust's website canalrivertrust.org.uk

- 5.2 All members or Permitted Users must produce for inspection membership cards or authorisations at the request of any Trust staff and comply with any reasonable directions given by Trust Staff.
- 5.3 All members and Permitted Users to comply with the following restrictions:

- 5.3.1 no fishing in a lock and within 25 metres of a lock wall approach or moveable bridge used for navigation or as otherwise specified in the First Schedule ;
- 5.3.2 no fishing within prohibited signed zones adjacent to overhead power lines;
- 5.3.3 no trespassing on any property adjoining the Waterway and/or from causing unreasonable annoyance or inconvenience to the owners or occupiers thereof;
- 5.3.4 no fishing within 25 metres of a water point.
- 5.3.5 no pollution of the Waterway nor to deposit litter or rubbish of any description (including discarded fishing tackle, bait, ground bait and line, and temporary peg numbers) either in the Waterway or on the towing path along any part of the Permitted Length and the Licensees will make arrangements to collect any angling-related litter and to dispose of it properly in accordance with law.
- 5.3.6 only to fish using rod and line, including pole fishing; any other equipment is expressly prohibited
- 5.3.7 not to permanently remove any fish or crayfish unless as required by the KIFR permit, Wildlife & Countryside Act 1981 and other legislation

6. Fish introductions and movements

- 6.1 The Licensee acknowledges that the fish in the Permitted Length (except where the fishing rights are riverine and the river close season applies) are the property of the Trust
- 6.2 The Licensee shall not stock the Permitted Length or any part or parts of the Waterway, or move any fish, without the prior written consent of the Trust's Fisheries Representative (such consent not to be unreasonably withheld) which may be subject to any such conditions as the Trust considers appropriate including the terms of the Trust's KIFR site permit.

- 6.3 On obtaining such consent the Licensees shall give the Trust's Fisheries Representative not less than fourteen days written notice of their intention to carry out such stocking and to provide on demand to the Trust's Fisheries Representative copies of certificates from the suppliers of fish obtained for the purposes of stocking or restocking the Permitted Length that such fish are healthy and free from disease:
- 6.4 The licensees shall not remove any fish from the Permitted Length whatsoever except as required under the KIFR site permit or Wildlife & Countryside Act 1981.

7. Fishing Platforms, pegs and signage

- 7.1 The Licensees acknowledge that all platforms, permanent pegs, walkways or signage (hereinafter referred to as 'Infrastructure'), installed by the Club remain the property and responsibility of the Club
- 7.2 Prior to installing any new Infrastructure the licensee shall submit the designs to the Trust's Fisheries Representative for approval and comply with the Trust's Code of Practice for Works Affecting Canal & River Trust including obtaining the prior written consent of the Trust's Engineer.
- 7.3. The Licensees will ensure that any Infrastructure installed by the club is
- 7.3.1 inspected at least quarterly, and a written record of such inspections will be provided to the Trust on request.
 - 7.3.2 maintained to the satisfaction of the Trust
- 7.4 Where the Trust has installed Infrastructure, the Licensee shall ensure
- 7.4.1 that the Infrastructure is inspected at least quarterly:
 - 7.4.2 that any minor repairs that can be undertaken with hand tools are completed to the satisfaction of the Trust by the licensee

- 7.4.3 that any larger maintenance requirements are reported to the Fisheries Representative to action, and the Licensee shall take any necessary safety measures to warn of any danger present.
- 7.5 On Determination of this License, or on expiry of the Term, all infrastructure installed by the Licensee shall be removed by them and the Trust's property made good, to the reasonable satisfaction of the Trust. If the infrastructure is not removed it shall become the property of the Trust on the date of termination of this agreement.

8. Events

- 8.1 Where the Licensee(s) is holding an Event then:
- 8.1.1 if the Event will involve 100 or less participants the Licensee(s) will notify the Waterway Events Co-ordinator using the Trusts standard fishing events notification form (a copy of which is included in schedule 3) where possible at least 3 months in advance of the Event taking place.
- 8.1.2 if the Event will involve more than 100 participants they shall seek additional consent from the Trust's Waterway Events Co-ordinator (using the contact details in schedule 4]) at least 3 months in advance of the Event taking place, such consent not to be unreasonably withheld or delayed
- 8.2 the Licensee(s) will consider the impact of the Event on other users of the towpath and waterway in planning and managing the Event and will not unreasonably restrict or prevent the use of the towpath or waterway during the Event.
- 8.3 the Licensee(s) will notify the Match Results Co-ordinator of the results of any fishing matches held on the Permitted Length as soon as reasonably practicable but at the latest within 7 days of the event taking place to enable prompt publication in the Trusts angling match results column.
- 8.4 Any events aimed to provide an introduction to fishing or to further develop skills open to public participation may be carried out on the Permitted Length only when carried out in partnership with the Let's Fish programme.

8.5 Upon reasonable notification the Trust retains the right to close part of the Permitted Length on one day per year, which shall not be a day on which the Club has already notified the Trust of an Event, for the purposes of hosting the Trust's staff angling championships or other staff angling event.

9. Obligations of the Trust

9.1 Subject to any of their overriding statutory duties and obligations the Trust will use its reasonable endeavours to:

9.1.1 maintain water supplies to the Permitted Length and to safeguard the quality of the water therein to such extent as may be necessary or desirable to maintain a healthy fishery

9.1.4 consult with and give reasonable prior notice of any planned works that will have an impact on the fishery, fish habitat or the exercise of the rights granted under this Licence.

9.2 Provide erect and maintain notice boards warning of the presence of overhead electric power lines and inspect periodically.

9.3. Except in an emergency give the Licensees prior written notice (by means of a stoppage notice or other communication as appropriate) of any significant alteration in the level of water in the Permitted Length and undertake a fish rescue if necessary in the opinion of the Trust's Fisheries Representative. Where a fish rescue is to be undertaken and if it is safe to do so invite the licensees to witness the operation.

9.4 Not remove fish or re-stock the Permitted Length without giving the Licensees no less than 7 days' written notice (except in the case of an emergency) of their intention to do so.

9.5 Not without giving the Licensees reasonable prior notice in writing (normally at least 6 months but no less than 3 months) of their intention to permit any conflicting

revenue earning use of the Permitted Length or of the towing path on the Permitted Length by third parties for any purpose which would derogate from this Licence apart from those which fulfil the statutory duties of the Trust any such notice being deemed to be reasonable if it affords reasonable time for the Licensees to vary any pre-existing commitment for the use of the Permitted Length.

- 9.6 Not to create new moorings (temporary, permanent or winter) without first consulting with the Licensee for a period of three months and if at the end of the consultation the Trust decides to proceed with the creation of new moorings then Clause 11.1.6 may apply or at the request of the Licensees the Trust shall offer a reduction in the annual sums paid under Clause 4.1 which reflects any impact on fishing of the Permitted Length and the Trust shall have absolute discretion to determine the amount of any reduction in the annual sums to be paid.
- 9.7 To use reasonable endeavours to inform the Licensee in advance of any fisheries management activity to be carried out by the Trust, the Environment Agency, Natural Resources Wales or other third parties authorised by the Trust and to invite the licensees to attend the operation where safe to do so.
- 9.8 On request, to provide guidance pertaining to management of predation and non-native species through the Trust's Fisheries Representative.
- 9.9 Maintain a fishing section on the Trust's website including reporting weekly match results where possible, and listing the relevant contact details of the Licensee to enable members of the public who may wish to become members of the Club or Permitted Users to access information about the Licensee and/or the Club.
- 9.10 Use reasonable endeavours to inform the Licensee of any towpath adoption schemes and of any volunteer activities affecting the Permitted Length.
- 9.11 To consult with the Licensees regarding any proposed third-party event taking place on the Permitted Length and to take into account any comments which the Licensee provides in return before giving permission for the event to take place.

- 9.12 To provide guidance regarding the procurement and installation of permanent and temporary angling club signage and options for permanent pegs as set out in schedule three.
- 9.13 To obtain requisite KIFR permits and CEFAS registration authorisations and provide on request to the licensees copies of Trust held KIFR permits and CEFAS registration details; the current KIFR Permit for the Permitted Length is included at Schedule 4.
- 9.14 When reports of the presence of non-native fish species are received to undertake a basic fish population survey to assess the status of the fish community and to use reasonable endeavours to prevent the establishment and spread of new breeding populations of any such non-native fish species.
- 9.15 To keep records of fisheries management activities on the Permitted Length as it sees fit and to provide this information to the club on request.

10. Disputes

- 10.1 All disputes under or in connection with this agreement shall be referred first to the Chairman of the Licensee and to the Trust's Fisheries Representative in the first instance.
- 10.2 If the dispute has not been resolved within 45 days of referral under section 10.1, the parties shall refer to the dispute to negotiators nominated at a suitable and appropriate working level by the Trust and the Licensees.
- 10.3 If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred to the Centre for Dispute Effective Resolution of 70 Fleet Street London EC4Y 1EU who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.
- 10.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for

any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.

- 10.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 10.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.

11. Determination

11.1 It is hereby agreed between the Trust and the Licensees as follows:

11.1.1 if the annual Fee or any instalment thereof is in arrears and unpaid for twenty-eight days after the date on which it became due (whether legally demanded or not) or if there is any other substantial breach of any of the agreements and conditions on the part of the Licensees herein contained the Trust may give the Licensees written notice requiring the payment of the arrears or the remedying of such other substantial breach (as the case may be) within a period of twenty-eight days and if the Licensees fail to comply with any such notice the Trust may immediately determine this Licence by giving the Licensees not less than twenty-eight days written notice;

11.1.2 if a party is in substantial breach of any of their obligations under this Licence the other party may give written notice requiring them to remedy such breach within a period of twenty-eight days (or such longer period as may be reasonable) and if the Party in breach fails to do so the other Party may forthwith determine this Licence but without prejudice to their rights for any antecedent breach of the obligations herein contained;

11.1.3 if, in the opinion and at the sole discretion of any duly authorised officer of the Trust, it shall be necessary for any of the purposes of the Trust's statutory undertaking to determine this Licence, the Trust may do so upon

giving the Licensees reasonable prior notice in writing (normally at least six months but no less than three months) to expire at any time;

11.1.4 if the Club ceases to exist for an on-going period of at least 3 months, the Trust shall have the right to determine this Licence on written notice to the Licensees

11.1.5 if owing to the pollution of the Permitted Length, caused otherwise than by the act or neglect of the Licensees, the Licensees are unable to exercise the Fishing Rights, they shall be entitled to determine this Licence by giving to the Trust 28 days' notice in writing;

11.1.6 if it shall not be reasonably practicable for the Club to exercise the Fishing Rights on the Permitted Length or a substantial section of it for any continuous period of thirty days wholly outside the close season (where applicable) as a consequence of the Trust's creating new moorings on any part of the towing path side of the Permitted Length or because of any work which the Trust requires to be carried out for the purposes of their undertaking or for any third party the Licensees shall be entitled to determine this Licence on one month's written notice to the Trust.

11.2 In the event that the Trust serves a notice on the Licensees under Clause 11.1.3 or the Licensees determine this Licence in accordance with Clauses 11.1.4 11.1.5, and 11.1.6 the Trust shall reimburse the Licensees pro rata for such portion of the Term remaining.

11.3 Determination of this Agreement shall not prejudice any rights of either Party which have arisen on or before the date of termination.

12. Reinstatement

12.1 If the Permitted Length or any part or parts thereof shall at any time after the determination of this Licence by the Licensees pursuant to Clause 11.1.4 or 11.1.5 become available for fishing within a period of three months thereafter and the Trust's Fisheries Representative certifies that the quantity and quality of the water therein are both adequate to support a healthy fishery and that the banks and towing paths are in reasonable repair and sufficient for the purpose for which they were intended the Trust agrees to:

12.1.1 give the Licensees two month's written notice of its intention (if any) to recommence the permission of fishing in and from the Permitted Length; and

12.1.2 requiring the Licensees to serve a counter-notice on the Trust within the two month period referred to in clause 12.1.1 stating the desire or not of the Licensees to enter into a further Licence with the Trust on the same terms as this Licence in respect of the Permitted Length or such shorter part of it as may be agreed with the Trust's Fisheries Representative or as the Licensees may specify in such counter-notice.

12.2 If on the determination of this Licence for any reason other than breach of this Licence by the Licensees, the Trust decides to grant a new licence of like character to other angling bodies then before considering any offer from any such angling bodies the Trust shall specify the terms for a new licence to the Licensees who shall indicate in writing within one month of the date of service of the said notice whether they accept the terms for the proposed new Licence. If the Licensees' response is not received within that time or is not satisfactory to them the Trust shall be free to accept any other offer to take such licence.

13. Force Majeure

13.1 Neither Party will be liable for default or delay in the performance of its obligations under the Contract due to a Force Majeure Event and the non-performing Party will be excused from further performance or observance of the affected obligation(s) for as long as the Force Majeure Event prevails, provided that the Party promptly notifies the other Party of the Force Majeure Event and that it will recommence performance or observance whenever and to whatever extent possible without delay.

13.2 If a Force Majeure Event continues for thirty (30) or more consecutive days, either Party may terminate the Contract forthwith on written notice.

14. General

14.1 The Licensee accepts that in granting this Licence the Trust makes no representation nor does it give any warranty as to the condition (including but not limited to water quality and levels and health of fish stocks) of the Waterway or of the Permitted Length or of its banks or towing paths beyond its statutory duties (subject to the conditions set out in clause 5); and

14.2 Any notice in writing (other than a notice given for the purposes of Clause 5.3. hereto) which under the terms of this Licence is to be given either to the Trust or to the Trust's Fisheries Representative shall be deemed effectively served if addressed to the Trust's Fisheries Representative and sent to him by recorded delivery post to: Canal & River Trust, National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW or such other person and address as the Trust shall from time to time appoint for that purpose. Any notice in writing which is to be given by the Trust to the Licensees shall be sufficient if under the hand of the Trust's Fisheries Representative and shall be deemed effectively served if sent by recorded delivery post to his/her/their/its last known address.

14.3 The cost of preparing and completing this Licence and a counterpart thereof shall be paid by the Licensees.

14.4 The headings used in this Licence are for convenience only and no interpretation shall be based in whole or in part on the meaning of any headings used in this Licence.

14.5 This Licence shall be construed according to the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the English courts.

14.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.

Signed by the said [], **National Fisheries and Angling Manager**

.....

For and on behalf of Canal & River Trust

Signed by the said

.....
(Chairman)

.....
(Secretary)

in the presence of:-

Name:

Address:.....

.....

.....

For and on behalf of [company name].

Add others if needed by constitution.

THE FIRST SCHEDULE

Details of the Permitted Length

Name of Waterway:

From:

To:

Section of the permitted length that is excluded from the agreement

Section of offside bank which can be fished under the terms of this agreement:

If there are SSSIs associated with this permitted length then this information should be included here

THE SECOND SCHEDULE: FURTHER CONDITIONS

Further conditions and agreed work that can be undertaken by licensee and their work parties subject to appropriate risk and method statements undertaken by the licensee:

- vegetation management with hand tools to enable safe casting of rod & line ,and safe access to the fishing peg,
- minor weed clearance using a rake or similar instrument to aid fishing & placement of keep net into the water
- Installation of permanent peg numbers following agreement with local trust representative & replacement of same if damaged or stolen
- Minor repairs to platforms & walkways using hand tools
- Replacement of damaged club signs
- Washing algae off signs

Relevant legislation Applicable to this licence – where should this be referenced in the bulk of the document

**A SITE MANAGEMENT FRAMEWORK FOR
SITES OF SPECIAL SCIENTIFIC INTEREST NOTIFIED FOR THEIR CANAL HABITAT ON
THE CANAL & RIVER TRUST’S ESTATE - <https://canalrivertrust.org.uk/refresh/media/thumbnaill/39250-national-canal-sssi-site-management-framework.pdf>**

THE THIRD SCHEDULE

Events notification form & application form – need an account to get access to the online form

Signage (temporary or permanent guidance)

THE FOURTH SCHEDULE
Contact Details

Relevant contacts as at commencement of agreement

Fisheries technical specialist

Match results co-ordinator

Let's fish coordinator

Volunteering team

Regional operations manager

Regional boating and customer services manager

Waterway events coordinator – Chris Stanley – chris@ucltd.co.uk

EA hotline 0800 80 70 60

NRW - 03000 65 3000

Regional contacts via e mail enquiries

**THE FIFTH SCHEDULE
KIFR PERMIT**