

Boating on Scotland's Canals

Licences and Moorings (Terms and Conditions)

This booklet gives you the information you will need to use a boat legally on Scotland's canals.

www.scottishcanals.co.uk includes helpful information about getting started with boating on inland waterways.

Please contact the local Waterway office in the first instance – see back page for details.

Our customer service team there will help you to complete your licence application and ensure that it can be processed without delay.

Valid from 1st April 2019



ESSENTIAL INFORMATION

You need a Scottish Navigation Licence to keep and use a powered Boat or sailing vessel on our Waterways in Scotland. Unless you lift the vessel out of the water and remove it from our land when it is not in use, you must also have a Home Mooring for it. This is somewhere you can moor your Boat on the Scottish Waterway system, excluding lochs, when it is not being used for cruising or sailing. Mooring berths are provided by private boatyards as well as by Scottish Canals. If you simply wish to visit our Waterways for a short period, please see the separate information for Scottish Canals Transit and Short Term Licences.

1 The Scottish Navigation Licence

The licence is valid for the duration of your mooring permit, up to a maximum of twelve months, and covers our Highland Waterways (Crinan and Caledonian canals) and Lowland Waterways (Forth & Clyde and Union canals).

For details of current operating hours for each Waterway, and charges for special lockings outside normal hours, please contact the local waterway office. The licence includes free passage through the Falkirk Wheel - it is essential to book your passage time ahead. The licence allows you to use the Boat for towing another licensed boat as long as you are not doing it for reward or a promise of payment.

The licence does not permit you to operate the vessel for hire, for carrying goods or passengers for payment, as a B&B or for any other commercial purpose. These activities require a business licence and a trading agreement with Scottish Canals.

The licence is subject to the Terms and Conditions printed on pages 4-7. It does not include the fee for use of our mooring berths. See separate price list for details of costs.

If you would like to use your boat for commercial purposes please see the Commercial Berths section 2d below.

2 Moorings

2a Long Term Leisure Mooring Berths

Scottish Canals offer long term mooring berths for rental for periods of three to twelve months. Longer periods may be available for Residential berths – see section 2c below. Please contact your local waterway office for information. Rentals of three to eleven months will be calculated using the published summer and winter monthly rates. Use of the long term mooring berth is subject to the standard Scottish Canals Terms and Conditions and any separate agreement you may have with Scottish Canals. There may be waiting lists for more popular leisure locations, please check with the local waterway office.

2b Third Party Mooring Berths

Long term moorings may also be provided by private boatyards. Prices and conditions are available directly from them.

2c Residential Berths

Berths where you may live aboard your boat as your main residence are available on some waterways. These are subject to a separate lease. Please call the local waterway office for advice or visit www.livingonwater.co.uk

2d Commercial Berths

Berths where you may trade commercially using your boat are available on some waterways, subject to negotiation of a trading agreement. Please call the local waterway office for advice.

2e Continuous Cruising

Long term use of the Highland and Lowland Waterways without a Home Mooring is not permitted due to the disconnected nature of the canals.

3 Applying For A Long Term Licence And Mooring Permit For The First Time

Application forms are available from waterway offices. We recommend that you first discuss your requirements with the local waterway office. They will help you with your application and check that you and your vessel meet all the requirements. Once you've completed the form and assembled the enclosures, please send them with your payment details to the local waterway office.

4 Long Term Licence And Mooring Fees

4a Long Term Navigation Licence Fee

Please see separate price list for details of cost. It will commence on the first day of the first month of your contract and is valid for twelve months or the duration of your mooring permit, if shorter. Licences are non refundable.

4b Long Term Mooring Fees

Please see separate price list for details of costs, which vary by location and overall length of vessel. It will commence on the first day of the first month of your contract and is valid for a maximum of twelve months.

4c Trailer Sailers - Lowland Canals only

If the vessel is portable, less than ten metres long and you do not have a long term mooring on Scottish Canals then you can access the canals on an occasional basis via one of Scottish Canals' slipways. We will charge for each use of the slipway plus per overnight stay up to a maximum of 16 days – see separate price list for details of cost. You must display your licence, and standard short term visitor licence T&Cs and local visitor mooring terms will apply.

Visitor moorings are subject to availability, particularly at popular destinations. You are required to remove your boat from the water when not using it for cruising. If you wish to moor for longer periods, you must purchase a mooring permit.

These permits are subject to the availability of moorings.

4d Visitor Mooring Information

Visitor moorings for short term use are usually available, free of charge, subject to the advertised mooring site restrictions. Visitor moorings within the marina compound at Seaport Marina in Inverness are available free of charge for the first night (one free night per licence) and chargeable per night thereafter – see separate price list for costs.

A nightly charge also applies at selected locations on the Lowland Canals, please call the local waterway office for details.

5 General Reminders For New Long Term Applications And Long Term Renewals

Please check that the dimensions of the Boat will fit the Waterways that you wish to cruise.

There is a guide to all waterway dimensions at www.scottishcanals.co.uk, or contact the local Waterway office. When measuring the Boat to determine your mooring fee, you should include fenders, bowsprits and any other items that add to its length.

You must provide evidence that the Boat meets the Boat Safety Scheme requirements, has the necessary third party insurance policy and complies with our mooring requirements (see Terms and Conditions), copies of the current certificates must be provided.

We accept payment by a number of methods – please see separate price list for details. Your application form must be signed and you must supply an address through which we can contact you. If you already hold a long term licence, we will write to you shortly before the expiry date with a renewal form. We can process your renewal more quickly if you use this instead of a new application form. Renewal forms received after the renewal date will incur a £50 administration charge. This applies to any renewal made after the expiry date of the previous long term licence and mooring permit.

6 If Your Details Change Or You Lose Your Licence

If you change the name of the Boat, if your address or mooring changes, or if you sell or give the Boat to someone else you must let us know in writing. You should include details of any changed names, addresses, email addresses or telephone numbers. The licence is not transferable to another Boat. If you lose your licence we will issue you with a new one. The charge for this service is £10.

7 Selling Your Boat Or Removing It From Our Waterways

Licences are not refundable. Leisure mooring permits are refundable providing you give one month's written notice. For refund terms see the Mooring Agreement clause 5. Residential leases or commercial trading agreements are non-refundable. Long term moorings are not transferable with the sale of the boat.

Waterway Facilities

We provide a range of basic services for boaters, including water points, refuse disposal, toilets, and showers throughout the waterway network. Elsan emptying points are available on the Lowlands and Caledonian Canals. These are generally free to licence holders. Access to sanitary facilities is by special Yale key on the Caledonian and Lowland Canals, available from sea locks and Waterway offices (£10.00 deposit on the Lowlands Canals and free of charge if returned on exiting the Caledonian Canal). On the Crinan Canal access is via a key code supplied on berth allocation. Customers must bring their own hoses to use the water points. Please check with the local waterway offices. Our local waterway offices will be able to assist you with enquiries about waterway facilities.

Navigation Rules

- 1 The Boat Navigation Licence does not give you any priority of passage on any Waterway. You must follow the directions of our local operatives who may decide which boats have priority.
- 2 On all our Waterways you must have sufficient competent crew aboard to assist handling ropes and other locking operations.
- 3 You are responsible for assessing whether it is safe to use the Waterway in flood or strong stream conditions. Our Waterway offices will provide information.
- 4 You must share locks up to their capacity. There is no right to the exclusive use of a lock.
- 5 You must not:
 - (a) use an electricity generator, including the Boat's engine, at any Scottish Canals' mooring between 8pm to 7am, unless you are moored in isolation, out of earshot of other people ashore or afloat. We do not intend this Condition to stop you moving the Boat from the mooring.
 - (b) run the Boat's engine in gear when it is moored as this can damage the waterway walls and cause a nuisance to other people.
 - (c) do anything at any mooring which will cause damage or nuisance to any other person or their property.
 - (d) discharge anything into the Waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers on board the Boat.
 - (e) obstruct the towpath or use our land for storing items.
 - (f) take a vehicle onto our towpaths or land or park on them unless we have already given our permission.
- 6 There is no general restriction on the use of locks by portable and unpowered craft – information specific to paddlers can be found at www.scottishcanals.co.uk. However, in the interest of safety and to conserve water, specific local restrictions may apply. We encourage users to carry these craft around locks if possible. If it is not possible, we recommend using ropes to pass the Boat through the lock. It is preferable that there is nobody on board the Boat while it is in the lock. Local Scottish Canals instructions must always be followed.
- 7 Unpowered craft may not navigate certain tunnels. Please check locally for advice or ask us for the national list of tunnels. Where you are permitted to navigate, we encourage the following precautions:
 - (a) navigate in groups of between three and six craft, at least one of which must be navigated by an experienced person.
 - (b) everyone should be able to swim, should wear a life jacket, and have a waterproof torch and whistle attached to them.
 - (c) the craft must have adequate buoyancy.
 - (d) you must display a securely fixed, bright white light showing forward.
- 8 You must not crane a Boat into or out of any Waterway without our written permission, other than at a boatyard with appropriate facilities. This is to ensure compliance with the relevant lifting regulations and to ensure the safety of other waterway users. We will recharge any costs we incur to facilitate your lift, including our staff time.

TERMS AND CONDITIONS

The Navigation Licence

In accordance with S43.3 of the Transport Act 1962, Licences are subject to the conditions which apply to the use of a Boat on any Waterway which we own or manage.

These are necessary to protect third parties and to help us manage the Waterways well for the benefit of all our users. Numbered paragraphs below are legally binding general conditions. If you persistently or repeatedly breach any of these, we are entitled to terminate your Licence. It is a criminal offence to keep a Boat on our Waterways without a Licence and valid Mooring, and you could face legal action under Section 19(6) of the British Transport Commission Act 1958, which may result in the sale and/ or removal of the Boat from our Waterways. You can find out more about this action at www.scottishcanals.co.uk. We will not issue a Licence for a powered Boat to anyone under 18 years old.

Licence Definitions

1.1 'Boat' means the Boat named in your Application or Renewal form whose name and Index number will appear on the Licence.

1.2 'Home mooring' is a mooring or place on the Scottish canal network within the man-made navigation area where the Boat can reasonably be kept and may lawfully be left when not being used for cruising.

1.3 'Navigation Rules' means any byelaws, or any conditions imposed under statutory powers concerning the movement of vessels and safety of navigation.

1.4 'Portable' means that the Boat's normal crew can, without mechanical help, launch the Boat and take it out of the water. Examples are rowing boats, dinghies, canoes or light inflatable craft.

1.5 'Waterway' means any Waterway owned or managed by us, and includes any navigable branches or arms, marinas, docks or basins and any land held or used by us in connection with the Waterway.

1.6 'We, us, our' means British Waterways T/A Scottish Canals (SC) and any employee or other person approved by Scottish Canals to act for it.

1.7 'You, your, yours' means the owner or lawful keeper as described in the Application or Renewal and includes a person in charge of the Boat with the permission of the owner or lawful keeper.

2 General Conditions

2.1 This Licence does not allow use of your Boat for commercial purposes or trade. You must enter into a trading agreement or residential lease with us if you wish to trade or use your boat for commercial or residential purposes

2.2 The Licence is personal to you and you may not assign it in part or in full to any person. If the vessel has multiple owners this must be stated at first licensing.

2.3 You must display the Boat's name and the Licence permit disk on both sides of the Boat so that they are always easily visible by our people on the towpath. If the Boat is covered (e.g. during winter), you should paint or display the Boat's name in some other way so that it can always be seen.

2.4 You must comply with navigation rules, relevant Acts, Bye-Laws and Regulations and follow our lawful directions, spoken or written (including signs).

2.5 You must ensure that when the Boat is under way, there is always an adequate and competent crew in attendance.

2.6 If you give permission to any other person to use the Boat, you

must ensure that they are aware of and comply with these Licence Terms and Conditions.

2.7 You must ensure that the Boat is not navigated at such a speed or in such a manner as to endanger or inconvenience other canal users. You must comply with the speed limit of the Waterway on which you are sailing. A copy of our Skipper's Guide should be kept on board the Boat and drawn to the attention of all crew members and passengers.

2.8 Whilst the Boat is on the Waterway you must not do (or carelessly fail to do) or permit anything which will cause damage or nuisance to us or any person or their property. You accept responsibility for any such damage or nuisance caused by or permitted by You, other occupants of the Boat or your visitors. You will not be held responsible for events that are outside your control provided you have taken all reasonable steps to prevent such damage or nuisance.

2.9 You agree that we can come on board the Boat to inspect it where we need to check you meet these Conditions. We understand that you may feel this is an intrusion. We will give you reasonable notice if we want to do this and we will try to accommodate your wishes. We reserve the right to board without notice if we believe the Boat may be unsafe or if it is unidentifiable or if we have failed after reasonable efforts to contact you.

2.10 The Boat must be fit for navigation on any Waterway where it is intended to be used. You should let us know if you see a Boat that you think is dangerous or if you witness a dangerous incident.

2.11 You agree that we may provide your name and address to any person (or the insurer of any person) that we believe has an interest in an incident or alleged incident involving the Boat and where personal injury or damage to property may have occurred.

3 Using other Scottish Canals

3.1 Customers with Home Moorings on other parts of the Scottish Waterway system may visit other Scottish Canals waterways for a maximum of 30 days during the licence period, subject to prior notification and agreement from the canal being visited. Scottish Canals reserve the right to decline should suitable moorings space not be available. Local visitor mooring terms and conditions will apply.

www.scottishcanals.co.uk includes a database of all Home Mooring sites throughout our network including those managed by private and voluntary organisations and Scottish Canals. Ask the local Waterway office for help if you are unable to access this.

3.2 The only exception to the requirement to have a Home Mooring is if the Boat is removed from the water and Scottish Canals land when not being used for cruising.

4 Boat Safety and Insurance

4.1 The Boat must comply with the Boat Safety Scheme requirements and have a Boat Safety Certificate within 28 days of its arrival on the Scottish Canals system. Alternatively you may present a correctly completed Declaration of Conformity with the EEC Recreational Craft Directive. Copies of certificates must be supplied to your local waterway office.

If the Boat has no fuel system, no gas and no electricity it might be exempt from this requirement. You will need to be able to demonstrate this.

The Boat Safety Certificate shows that, at the time of the examination, the Boat satisfied the Boat Safety Scheme requirements. You are responsible for making sure that the Boat is maintained so that it continues to meet the requirements.

You should not, therefore, regard the Boat Safety Certificate as evidence of the Boat's condition at any other time. Any alterations, modifications or a lack of good maintenance after the date of issue may mean the certificate is not valid. Under our statutory powers we may inspect any Boat to see whether it is unsafe, and we can require any defects to be remedied. See www.boatsafetyscheme.org or call 0333 202 1000 for further information.

4.2 You must have in force an insurance policy for the Boat, which covers third-party liabilities for at least two million pounds. It should also cover costs of recovery if your vessel takes on water or sinks. A valid copy must be provided to the local waterway office.

4.3 You agree that we may contact your insurance provider to check the validity of your policy, and that the insurance provider may give us such information as we may reasonably require. We reserve the right to charge a £50 administration fee if, on more than one occasion, we are required to contact your insurance company or You regarding your Boat Safety Certificate or Insurance policy.

5 Terminating the navigation licence

5.1 This Licence terminates at the end of the period specified on the licence permit disk.

5.2 You may terminate this Licence before then by giving one month's written notice of termination to our local office specified in this Agreement.

5.3 Licence charges are non-refundable.

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

5.5 We will write and tell you if we think you have broken the conditions of your licence. We will explain how we think you have broken them and how we think you can put things right. We will tell you how long you have to put things right.

This time will be at least twenty eight days or longer if reasonable. We may extend the time if you write to us and explain why you need the extra time. Your Licence will be terminated if you are found to have used deception in obtaining your Licence.

5.6 If you do not put things right within the time we have given you, the Licence will end and you must remove the Boat from our waters.

5.7 Once the Licence has ended, unless you re-license the Boat, you must remove it from our waters. If you do not, we have powers to remove it and to charge you for the costs we incur in doing this.

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

6 Our obligations

We will do our best to keep the Waterways open for cruising. The Licence fees are calculated on the assumption that you will be affected by closures from time to time and accordingly, refunds of Licence fees, and associated Mooring fees, will not be made for closures as described in this condition.

The age of the Waterways will inevitably mean occasional unforeseen failure requiring closures. Essential maintenance work may also require closures but, except in emergencies or for other unavoidable reasons, we shall try to arrange our maintenance work to cause you the least disruption. This means that most work requiring closures will be done between the beginning of November and the end of March. There may be other occasions when, due to causes beyond our reasonable control, we have to close part or, (exceptionally) all of the Waterways. Our Asset Management Strategy is available at www.scottishcanals.co.uk

7 Ways to Pay

Payment can be accepted for all waterways at Head Office, Caledonian Canal office and Crinan Canal office by cash, debit or credit card. Please have your customer number and invoice number to hand. Head office Mon – Fri 10am – midday and 2pm – 4pm. Caledonian and Crinan Mon – Fri 8.30am – 4.30pm.

BACS

Payment can be made by BACS, CHAPS and Faster Payment. Bank details will be provided on your invoice or by contacting the local Waterway office.

Direct Debit

Direct debit payments may be available subject to a credit check. We accept direct debit instructions for the full fee providing the total fee is more than £500. You may pay in 12 equal instalments. We cannot accept part payment by other means once you have signed up for direct debit payment. Once you have set up a direct debit instruction, we will automatically collect payment in respect of the renewal unless you advise us not to. We will make reasonable efforts to notify you in advance of the payment dates and amounts. If the application is received in time, the payment will be collected on the licence or mooring start date. Otherwise we will collect if as soon as possible thereafter. To cancel a direct debit instruction or change any of the bank or building society details you must send written notification to you bank or building society and our Finance Department at our Head Office in Glasgow giving at least seven days' notice. Please note that we can collect payment from only one bank account per customer. If you have any other direct debit arrangements with Scottish Canals please ensure that they all relate to the same account.

If we are unable to collect a payment because of insufficient funds in your account you will be contacted and asked to make alternative arrangements for the missed payment. If a second payment is missed we will automatically cancel your direct debit and all outstanding amounts will become due immediately. If we do not receive the outstanding amounts due your licence and/or mooring may be terminated and action will be taken to recover any debt. We may refuse to accept payments from you by direct debit in future. Direct debit defaults are subject to a 10% handling fee and you may also incur legal costs if we have to instruct solicitors to recover the debt.

The Mooring Agreement

Residential customers please refer to your Lease

Commercial customers please refer to your Trading Agreement

1 Definitions

1.1 'Boat' means the Boat named in your Application or Renewal form whose name and Index number will appear on the Licence.

1.2 'We, us, our' means British Waterways T/A Scottish Canals (SC) and any employee or other person approved by Scottish Canals to act for it.

1.3 '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.

1.4 '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.

1.5 '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.

1.6 'You, your, yours' means the owner or lawful keeper as described in the Application or Renewal and includes a person in charge of the Boat with the permission of the owner or lawful keeper.'

1.7 'Site Rules' has the meaning given in condition 2.7 below.

1.8 'Tender' means one unpowered Boat or a Boat 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.

1.9 'Mooring Fee' means the sum charged by us for your boat's use of a Mooring.

1.10 'Agreement' means the terms and conditions in this mooring agreement.

2 General Conditions

2.1 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 we may ask you to move the Boat or give us authority to move it a reasonable distance to ensure best use of the water space available at the Mooring Site. Scottish Canals has sole discretion for allocation of moorings. We may temporarily reassign the berth to visiting boats when it is left vacant by You.

2.2 You are obliged to pay the Mooring Fee due under this Agreement as per your agreed payment terms.

2.3 The Mooring Agreement is personal to You and You may not assign it to any person or transfer it with the sale of the Boat..

2.4 At the end of this Agreement, you must let us have the Mooring back in a clean and tidy condition. We reserve the right to recharge you for any reasonable costs we incur in making good damage caused by you or your boat as a result of anything you have carelessly done or not done.

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

2.6 The Boat must have a valid navigation licence for the duration of this Agreement. Current Licence permit disks must be displayed where they can be easily seen from either side of the Boat at all times.

2.7 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 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.

2.8 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.

2.9 We may go onto the Mooring at all reasonable times to inspect it for defects or to do works or repairs to the Mooring or around the

Mooring Site. We can move the Boat for these purposes 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 reserve the right to 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. When we move the Boat to do work, we will put the Boat back onto the Mooring as soon as possible after the work is finished.

2.10 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.

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

2.12 You must not keep, store, hang or place anything on any parts of 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.

2.13 You must not damage, alter add to or deface the Mooring Site in any way. We may make a charge to cover the cost of making good.

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

2.15 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.

2.16 You must keep the outside of the Boat in reasonable repair and the area around the Boat clean and tidy. Scottish Canals will be the sole judge of what is considered reasonable. Guidance about what is considered acceptable can be found on our website www.scottishcanals.co.uk

2.17 We reserve the right to recharge for Scottish Canals' staff call outs to your Boat or Mooring if they are found to have been as a result of negligence on your part.

2.18 You must ensure that your vessel is correctly prepared for winter months especially the onset of severe frost. Any damage, pollution or recovery costs will be your responsibility.

2.19 We reserve the right to classify a person or persons spending continuous or prolonged periods living aboard as Residential, and require that either they reduce the amount of time spent aboard, or, if applicable, move to a residential berth and comply with the relevant terms and conditions.

2.20 This Agreement is governed by Scottish law and you agree to submit to the exclusive jurisdiction of the Scottish courts.

Personal Safety

The Waterways that you use can be hazardous places. The safety of our users and people is very important to us and we do our best to make the system as safe as possible. Due to their historic character, it is impossible for us to adapt them to make them completely safe without ruining what we seek to conserve. As a result, there are inherent risks for those that use them. For the safety of those who use the Waterways and those who work or live on or near them it is essential that you and your crew are aware of the possible dangers and act in a way which minimises the risk of harm to people and property.

Please contact the appropriate local waterway office for more detailed local advice, and copies of our Skipper's Guides.

Skipper's Guides are also available to download for free at www.scottishcanals.co.uk

3 Health Safety & The Environment

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

3.2 Any works undertaken on the Boat whilst at the Mooring Site must be authorised in advance by Scottish Canals and will be subject to appropriate risk assessments. The works must be carried out in a safe manner and with due regard to protecting the environment and your obligations under Condition 3.4. Guidance about suitability of works can be found on our website www.scottishcanals.co.uk

3.3 Any accidents or other incidents involving injury or damage to property at the Mooring Site must be reported to us. You must report any damage for which you are responsible under Condition 3.4.

3.4 You must not do (or carelessly fail to do) anything at the Mooring Site 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.

3.5 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 the property. You should use recycling facilities, where available, and dispose of specialist waste eg oil and batteries appropriately.

3.6 You must make sure the Boat is moored safely and that it is properly attached to the stakes, moorings rings, mooring pins or bollards. We reserve the right to go onto the Boat and move it at our discretion for reasons of safety or the protection of the environment. Scottish Canals reserve the right to charge for any services provided to maintain the safe condition of the vessel.

3.7 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.

3.8 Vessels arriving from other bodies of fresh water must meet current guidance for preventing the transfer of invasive species. www.nonnativespecies.org

3.9 Where electricity is provided at a berth, appropriate leads and

plugs must be used. These must be maintained in accordance with the relevant regulations and standards. SC will not be liable for any costs incurred as a result of an interruption to supply. Guidance about use of Scottish Canals electricity bollards can be found on our website www.scottishcanals.co.uk or from your local Waterway office. You remain liable for the daily standing charge at your bollard whether or not you have used any electricity units.

4 Our Responsibilities

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

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

4.3 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.

4.3.1 All claims for damage to craft will be submitted to our Loss Adjuster, who will then manage all related correspondence.

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

5 Termination of Mooring

5.1 This Agreement terminates at the end of the period specified on your navigation licence permit disk

5.2 You may terminate this Agreement before then by giving one month's written notice of termination to our local office specified in this Agreement.

5.3 If you terminate this Agreement by giving notice, we will make a part refund of your Mooring fees as set out in the price list where the Boat leaves the Mooring Site on or before the notice period expires and you return the Licence permit disks to us when your Boat leaves the Mooring Site. If you have been paying your Mooring fees by direct debit instalments you may need to make an additional payment to cover the period your Boat has been at the Mooring.

5.4 We may terminate this Agreement before the end of the period specified:-

5.5 If you fail to pay any money owing to us under this Agreement and/or the Navigation Licence or in connection with the licensing or use of the Boat on our waterways; and/or If you breach any of the terms of this Agreement and/or the Navigation Licence and either the breach cannot, in our opinion, be put right or you fail to put things right having been asked by us to do so.

5.6 Before we terminate this Agreement under Condition No. 5.5 we will write to you and explain how we think you have broken the terms of this Agreement; and

5.6.1 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. We may extend the time if you write to the local Scottish Canals Manager and explain why you need the extra time.

If you do not put things right within the time period we have given you, this Mooring Agreement will terminate on expiry of that period and you must remove the Boat within 7 days.

5.6.2 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.

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

- Continue to charge you 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.

5.8 We reserve the right to refuse to issue you with any Mooring

Agreement in the future. You have no right under these conditions to the renewal of a Mooring Agreement. We will not unreasonably refuse to renew a Mooring Agreement. However, if we do refuse to issue you with a Mooring Agreement, we will write and tell you why.

6 Variation

We may from time to time review and change the terms and conditions of this Agreement. You will be given at least one month's prior written notice of any substantive changes and We will tell You the reason for the changes. At the end of the notice period referred to above, the changes will be effective and You will be deemed to have accepted the changes by keeping the Boat at our Mooring Site.

If You Have A Complaint

Issues of concern to waterway visitors can usually be resolved by talking them through with one of our people, either face-to-face or by telephone. We recognise that sometimes this may not be appropriate, or you may feel your concerns have not been properly addressed after talking them through with us. If you wish to make a formal complaint you should do so in writing. Our full customer complaints procedure is available on our website www.scottishcanals.co.uk If you remain dissatisfied after this internal process is completed, you may take your complaint to the Scottish Public Services Ombudsman, whose services are available free of charge.

Local Waterway Office Contact Details:

1. Caledonian Canal Canal Office Seaport Marina, Muirtown Wharf, Inverness IV3 5LE T 01463 725500 caledonian@scottishcanals.co.uk	2. Crinan Canal Canal Office, Pier Square, Ardrishaig, Argyll PA30 8DZ T 01546 603210 enquiries@scottishcanals.co.uk	3. Lowland Canals Forth & Clyde, Union Canal, Applecross Street Glasgow G4 9SP T 0141 332 6936 moorings@scottishcanals.co.uk
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