

Introduction

To use a boat on the Derbyshire County Council (DCC) owned section of the Chesterfield Canal you need a licence issued by DCC. The licence must always be displayed clearly on the boat. Before we will issue a licence for the boat, you will need to satisfy us that, for the period of the licence:

- The boat complies with the Boat Safety Scheme (either having a CE mark and being less than four years old or having a Boat Safety Certificate) **and**
- You have an insurance policy for the Boat which covers all third-party liabilities of at least £1,000,000.

The Boat Safety Certificate shows that, at the time of examination, the boat satisfies the Boat Safety Scheme standards. Each boat owner is responsible for making sure that the boat is maintained so that it continues to meet the standards. You should not therefore, regard the Boat Safety Certificate as evidence of the boat's condition at any other time. Any alterations, modifications or lack of good maintenance after the date of issue may affect the reliability of the certificate. We will withdraw your licence if you stop meeting these conditions. If you would like further details of what these requirements mean please contact British Waterways, Boat Safety Scheme Office.

Safety and other information

We recommend that while the boat is in use, you keep in good condition on the boat:

- A life buoy which meets the Department of Transport Standards
- A way of getting on and off the boat that people can safely use
- A shaft or boat hook
- Enough mooring ropes of appropriate length and strength
- At least two mooring stakes or pins and a hammer for driving them in.
- An adequate first aid kit.
- Fire extinguisher/s

It is your responsibility to help make use of the Chesterfield Canal as safe as possible. The Chesterfield Canal is potentially dangerous. The waterway and structures that support navigation were mostly designed and built for industrial use two hundred years ago, as a result, there are inherent risks for those that use them. The safety of our users and staff is of paramount importance to us and we do our best to make the system as safe as possible.

For the safety of all those who use the waterways and those who work on or near them it is essential that you and your crew:

- Are aware of the possible dangers
- Act in a way which minimises the risk of harm to yourselves and others.

Licence conditions.

1. Definitions:

The "Boat" means the boat named on the licence disc.

"You", "your" and "yours" includes the owner named on the licence disc and any person in charge of the boat with the owners permission.

"We", "us", "our" means Derbyshire County Council and any employee or other person approved by Derbyshire County Council to act on behalf of the Council.

"Waterway" means the DCC owned section of the Chesterfield Canal or land owned or managed by DCC and includes any moorings and basins.

"Mooring" means a place where a boat can reasonably be kept and may lawfully be left.

"Continuous cruising" means using the boat genuinely for continuously cruising around the waterway system (i.e. non residential, or overnight mooring)

2. What the licence allows you to do

This licence allows you to use the Boat as a pleasure boat on the waterway, for continuous cruising if the boat is greater than 5m (16.4') or if the boat are fitted with domestic cooking, heating, refrigeration or lighting appliances (inboard electrics).

The licence allows you to use the boat for towing another boat (for example, an unpowered butty or another boat that has broken down) as long as you are not doing it for reward or a promise of payment. This licence allows the boat owner and any other person to use the boat with the owners permission. If the master of the boat is under 18, the owner must ensure that that person is supervised by an adult.

3. What the licence does not allow you to do

Using the boat

- for hire or reward or the promise of payments;
- to carry passengers for a payment
- to carry goods
- as a tug or other work boat
- for overnight accommodation
- to moor on the water other than ancillary to cruising, unless you are in possession of a mooring permit

4. Your obligations

You agree to comply with:

- These Conditions, the British Waterways code, the DCC code and guidelines, any Byelaws that come into effect during the course of the licence period and
- Any of our lawful directions, spoken or written (including signs)

The licence does not give you any priority of passage on the waterway.

You also agree to:

- Ensure compliance with these Boat Licence Conditions (CC3) and the Derbyshire County Council Code of Practice for Boaters (CC9) by any user of the boat.
- Be responsible for all costs you incur to make the boat comply with the Boat Safety Standards.
- Follow our directions regarding which boat has priority.
- Accept responsibility for any damage or difficulty caused by you or your boat arising from a careless act or omission.
- Allow us to come on board to inspect the boat where we need to check you meet these Licence Conditions. We will give you reasonable notice if we want to do this.
- Pay all rates, taxes, assessments and outgoings for the boat.
- Share locks up to their capacity. There is no right to the exclusive use of the lock.
- Keep the outside of the boat in reasonable repair
- Repair it as soon as reasonably possible if it has been damaged.

You agree not to

- Do anything at a temporary mooring ancillary to cruising, which will cause damage or nuisance to any other person or their property.
- Discharge anything into the waterway from the boat except unpolluted surface water that drains naturally.
- Take water from the waterway except for cooling the engine of the boat.
- Put or store anything on our towing path or land or park there unless we have already given our permission.
- Fish from the boat.
- Moor the boat on the water other than where it is ancillary to continuous cruising.
- Moor the boat on the non-towpath side of the canal under any circumstances

5. Our Obligations

- We will do our best to keep the waterway open for cruising.
- We will try to arrange our essential maintenance work to cause you the least disruption. The nature of the waterway inevitably leads to their occasional failure. We do not, therefore, accept liability if you are unable to cruise in these circumstances.
- There may also be other exceptional circumstances when navigation will not be possible. We reserve the right to suspend Licences in such circumstances.

6. Fees, payment and rebates

Levels of fees are determined by DCC and are reviewed periodically. Payment of fees may be made on application. Only successful applications will attract fees, and therefore, fees paid for unsuccessful applications will be returned or refunded. A licence will not be issued unless the appropriate fee has been paid. Concessionary rates are available for people with disabilities, students, old age pensioners and people who are unemployed (see CC16). The expiry date of the licence will be either the expiry date requested by you or the expiry date of the insurance policy or safety certificate, whichever shall occur earlier.

Applications for rebates will be determined in the light of individual circumstances and grants of rebates will be at our discretion. Application forms for rebates (CC10) can be obtained from Tapton Lock Visitor Centre, please also ask staff for explanatory notes on rebates (CC11).

7. Changes of details, lost licences and special conditions

You must notify us of any changes to your name, your boat or address. Please notify us if you cease to be the owner of the boat. If you lose your licence we will issue you a copy. We may charge you an administrative fee to cover our costs. We reserve the right to issue any licences subject to extra conditions that we think are reasonable. We will tell you what these conditions are before we issue the licence.

8. How the licence may end and what happens then

If we think you have broken any of these Licence Conditions, we will write and tell you:

- How we think you have broken these conditions
 - How we think you can put them right and tell you how long you have to put things right.
- If you do not put things right within the time allowed, the licence will end and you must not put the boat on our waterway. Once the licence has ended, unless you re-licence the boat, you must not put the boat on our waterway. If you do, we have the powers to remove the boat ourselves and to charge you for the costs we incur in doing this.

We reserve the right to refuse to issue you with any licence. You have no right to the renewal of a licence. However, we will not unreasonably refuse a new licence. If we do refuse to issue you with a licence we will tell you why.