

CC7

Portable Boat Licence Conditions

Introduction

To use a boat on the Derbyshire County Council (DCC) owned section of the Chesterfield Canal you need a licence issued by DCC, to you personally.

Before DCC will issue a licence, you will need to satisfy us that, for the period of the licence:

- 1) You have an insurance policy for the Boat which covers all third-party liabilities of at least £1,000,000, or you are a member of the British Canoe Union (BCU).

AND

- 2) a) You are over 18, or
 - b) You are at least 16 and under 18 and have parental consent and either
 - i) a relevant qualification recognised by DCC, or
 - ii) are accompanied by at least two others aged 16 or over, or
 - c) You are at least 12 and under 16 and have parental consent and either;
 - i) a relevant qualification recognised by DCC and are accompanied by at least two others aged 12 or over, or
 - ii) have adult supervision
 - d) You are under 12 and while in the water you have both parental consent and are under adult supervision.

AND

- 3) Your boat must be watertight, able to stay afloat in the wash of a passing boat and is able to manoeuvre out of the way of a passing powered boat. Inflatable boats are not acceptable under 8 foot (2.4metres).

Safety and other information

We recommend that while the boat is in use, you keep on the boat an adequate first aid kit in good condition.

It is your responsibility to help make your 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 in use by the applicant.

"You", "your" and "yours" is the applicant.

"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)

2. What the licence allows you to do

This licence allows you to use the boat as a pleasure boat without using locks for continuous cruising if;

- the boat is rigid, powered with a 10bhp petrol engine or less (or an electric engine of any Kw) and it is less than 5m long
- the boat is rigid, unpowered and of any length
- the boat is an inflatable and is over 8 foot (2.4metres)

And that in both cases you and the boat's normal crew can without mechanical help, take the boat out of the water and carry it round the lock and re-float it on the water.

At all times when in the water you must wear a buoyancy aid, and we also recommend you wear a helmet.

You must not use it for:

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

3. Your obligations

You agree to comply with:

- These Conditions, the British Waterways code and 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 agree to:

- Be responsible for all costs you incur to make the boat comply with 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.
- Keep the outside of the boat in reasonable repair
- Repair the boat 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.
- Enter or use any lock in your portable boat.
- 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

4. 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.

5. Fees, payment and rebates

Levels of fees are determined by DCC and are reviewed periodically. Payment of fees must 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).

6. Changes of details, lost licences and special conditions

You must notify us of any changes to your name or address. 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.

7. 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 things right and tell you how long you have to do this.

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 under any conditions to the renewal of a licence. We will not unreasonably refuse a new licence. However, if we do refuse to issue you with a licence we will tell you why.