

27th February 2015

Canal & River Trust
First Floor North,
Station House
500 Elder Gate
Milton Keynes
MK9 1BB

Sent by email to: licensing@canalrivertrust.org.uk

Dear Sirs

CRT CONSULTATION ON LICENCE TERMS AND CONDITIONS,

IWA welcomes the opportunity to comment on Canal & River Trust's current consultation on Licence Terms and Conditions.

The Inland Waterways Association (IWA) is a registered charity, founded in 1946, which advocates the conservation, use, maintenance, restoration and development of the inland waterways for public benefit. We have 16,000 members including 400 corporate members with a combined membership representing a voice of well over 50,000 people supporting and involved with the inland waterways.

IWA supports CRT's intentions to bring the Licence Terms and Conditions up to date and to help boaters to understand the rules in order to assist with enforcement of overstaying on moorings.

IWA would like to make the following observations on the specific clauses of the proposed new terms and conditions:

- Clause 1.5 - the definition of 'Home Mooring' requires the mooring to be available for the full term of the licence. IWA considers that this requirement is not practical. There can be no guarantee from a private mooring provider that a mooring would continue to be available for the duration of an individual boat's licence, rather than for the period that the mooring agreement is for, and it doesn't allow for a boat owner wishing to change moorings at any point during the licence period.

- Clause 1.5 Plain English note – reference to “mooring permit” only applies at CRT mooring sites. Other mooring providers do not supply “mooring permits”.
- Clause 7.4 – IWA supports the principle of single handed boating and therefore welcomes the change from “adequate and competent crew” to “competent person” in acknowledgement of the many single-handed boaters who boat without crew.
- Clause 7.8 – we have some concerns over the use of the word 'reasonable' in this clause, and would suggest that this clause needs re-wording to clarify in what circumstances personal contact details would be given to a third party.
- Clause 9.3 – we have concerns of the effect of this clause in circumstances of a prolonged closure, eg a breach which closes a canal for several months.
- Clause 10.1 – IWA assumes that CRT has checked the legal position regarding changing licence conditions during the valid term of an individual licence. IWA considers that, given the relatively short 1 month notice period proposed, CRT should undertake to make significant efforts to communicate proposed changes widely to affected boaters, including statements or news items in waterway periodicals, their own and other boating organisations web pages, social media etc. In addition, changes should be highlighted for a 1 month period before and a 12 month period after implementation in all channels available for licence renewal (ie hard copy notification, web renewal etc), ensuring boaters are individually made aware of the change.
- Schedule 4 Clause 7 - Payment Methods - Debit Card or Switch – we understand that the term Switch is no longer in use for debit cards and suggest that this should just read “Debit Card”.

In conclusion, IWA welcomes the changes to provide clarification on the rules concerning continuous cruising, and hopes that CRT will take the above comments into account before applying the new terms and conditions.

Yours faithfully

Gren Messham
Chairman, Navigation Committee