

TRADING MOORING AGREEMENT

(Skippered Passenger Trip Boats)

- (1) Canal & River Trust
- (2) Rickmansworth Waterways Trust

Dated

5th April

2023

This licence is made the

5th

day of

April

2023

Between:

(1) **Canal & River Trust** a company limited by guarantee incorporated and registered in England and Wales (company number 07807276) and a charity registered with the Charity Commission (registered charity number 1146792) of National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW and **Canal & River Trust** acting as trustee of the Waterway Infrastructure Trust (whose principle office is National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW) (registered charity number 1146792-2) (together **CRT**)

(2) Rickmansworth Waterways Trust (registered charity number 1024322) whose registered office is at Batchworth Lock Canal Centre, 99 Church Street, Rickmansworth, Hertfordshire, WD3 1JJ (the **Licensee**)

1 CRT authorises the Licensee to:

Spirit of Batchworth

1.1 Moor a maximum of three boats (Roger Index 65070, Pride of Batchworth Index 74845, ~~Joan~~ Index 526263) on the Grand Union Canal and River Chess (hereafter called the **Waterway**) located at Bridge 173 Batchworth Road Rickmansworth as shown by the coloured lines on the attached plan ("the **Plan**") being a length of 25 metres within which boats may be moored double breasted to the West of Bridge 173 (shown as orange line on plan) and a length of 13 metres (shown as red line on plan) within which boats may be moored single breasted to the East of Bridge 173 on the Plan (the **Mooring**) for the purpose of skippered passenger trip boats. You will be required to trade from the boat between the hours of 08:00 and 22:00 subject to Clause 5.13 and the other terms of this Licence.

1.2 If the area on the Plan comprises the towpath, access by the public and CRT will take precedence at all times and must not be obstructed.

2 This licence:

2.1 Starts on the 1st April 2023 (the **start date**) and ends on 31st March 2028 (the **end date**) unless ended earlier as herein provided.

2.2 Is not exclusive and is subservient to CRT's use of the Waterway for the purposes of their undertaking.

2.3 Is personal to the Licensee and no assignment or subletting of this licence is permitted

2.4 Shall be exercised at the Licensee's own risk.

3 For the avoidance of doubt it is declared that:

- 3.1 CRT retains possession of the Waterway and other land of CRT the subject of this licence (subject to the rights of the Licensees) and nothing in this licence is intended or shall be deemed to create any tenancy.
- 3.2 This licence does not authorise any fishing in the Waterway.
- 3.3 This licence does not authorise the taking of water from the Waterway nor of discharging anything into it.
- 4 The agreements by the Licensee where there is more than one Licensee are made jointly and severally and reference to him include her, it and them (as the case may require)
- 5 The Licensee agrees with CRT:
 - 5.1 To pay to CRT without any deduction whatsoever:
 - 5.1.1 The Annual Payment of £500 per annum exclusive of Value Added Tax annually in advance from the start date subject to review in accordance with clause 7 of this Licence.
 - 5.1.2 Any Value Added Tax (or any tax of a similar nature) chargeable at the rate appropriate at the time of supply including any penalties and interest charges incurred by CRT due to the failure by the Licensee to provide CRT with any notification required by the Value Added Tax Act 1983 or any statutory modification thereof as may be required by CRT insofar as it affects the land.
 - 5.1.3 All rates taxes and other outgoings which are levied in respect of the Mooring or otherwise because of this licence including for the avoidance of doubt costs for the consumption of electricity.
 - 5.1.4 All additional costs and expenses of CRT arising out of this licence and the exercise of it.
 - 5.1.5 Interest on any arrears of any sum due from the Licensee to CRT under this licence for the period from the day on which it fell due until that of payment at a rate equal to three per centum over the base rate of National Westminster Bank plc for the time being in force.
 - 5.2 To obtain and comply with any consents which may be required in connection with this licence and to produce them to CRT on request.
 - 5.3 To comply with any regulations or legal requirements that may be required in connection with this licence.
 - 5.4 To have and maintain adequate and appropriate insurance in place including but not limited to adequate public indemnity insurance

- 5.5 To provide at its own expense any mooring rings and other mooring devices required for the proper mooring of boats at the Mooring. The rings and devices and their positions and method of fixing to be approved in advance by CRT.
- 5.6 To provide, erect and maintain such signs or other devices required by CRT to identify the ends of the Mooring, their positions, design, appearance and method of fixing to be approved in advance by CRT.
- 5.7 To keep the Mooring in a clean and tidy condition.
- 5.8 Not to permit or suffer to be moored against the Mooring any houseboat or any boat used as a permanent residence.
- 5.9 To put and keep the Waterway Wall in a condition suitable for its safe use as a means of access to boats moored adjacent to it, save that CRT remains responsible for the integrity and stability of the Waterway Wall or bank such that the navigable channel is maintained.
- 5.9.1 CRT may at any time (on reasonable notice save in the case of an emergency) undertake maintenance or repairs to the waterway wall or bank. Where those works comprise or include works necessary to remedy damage or deterioration that is attributable to
- (a) the mooring of boats authorised by this licence; or
 - (b) its use for access to those boats; or
 - (c) both of the above
- then the Licensee shall pay the cost or a proportion of the cost of those works so attributable (as certified by CRT's Engineer acting reasonably).
- 5.10 To be responsible for any dredging that may be required from time to time to maintain a depth of water at the moorings suitable for the purpose of mooring the boats authorised by this licence. The Licensee can undertake dredging works subject to compliance with CRT's requirements and prior approval.
- 5.11 To ensure that the boat moored at the Mooring is in possession of an appropriate and current boat licence granted by CRT.
- 5.12 Not to carry out any works without the prior written consent of CRT which if approved shall be carried out in accordance with the terms and conditions of the approval and in accordance with the approved plans and specification to the reasonable satisfaction of CRT's Engineer.
- 5.13 In connection with any use or works the Licensee to be responsible for:
- 5.13.1 Obtaining any necessary Town and Country Planning Building Regulation and by-law consents and approvals and to observe the conditions thereof; and

- 5.13.2 Notifying CRT in writing of their intention to apply for any such consents and approvals and upon the receipt of the decision for any application notifying CRT in writing and producing to them the document evidencing such decision.
- 5.14 To ensure that the boat moored at the Mooring is moored parallel to the bank, tied securely fore and aft with suitable mooring lines and does not project into the Waterway more than 2.20 metres from the waterway wall or bank and are moored only one abreast.
- 5.15 Not to permit or suffer any liquid or solid matter whatsoever other than unpolluted surface water by natural drainage only to be discharged or run off into the Waterway from the boat moored at the Mooring and other than water permitted under CRT General Terms and Conditions for Boat licences.
- 5.16 Not to do anything which may interfere with the carrying on of CRT's undertaking or which may cause nuisance annoyance or inconvenience to CRT, its neighbours or other authorised waterway users.
- 5.17 To use the boat(s) or the Mooring for the permitted purposes only between the hours of 08:00 hours and 22:00 hours.
- 5.18 Not at any time to use at the Mooring or on any boat at the Mooring any equipment that produces any amplified sound.
- 5.19 To be responsible for and to release and indemnify CRT and their employees and agents from and against all liability and expense which would not have arisen but for the exercise of this licence except where caused by the negligence of CRT or their employees or agents.
- 5.20 To remove immediately before the expiration or earlier determination of this licence (if so required by CRT) any mooring rings and markers and to generally restore CRT's property to the satisfaction of CRT to the state in which it was before the licence became effective.

6

- 6.1 CRT may rightfully demand or facilitate the removal of any craft at the Mooring for the purpose of inspecting or maintaining the Waterway (including Waterway wall and / or bank) and any works or structures or adjoining land in accordance with its Statutory Undertaking.
- 6.2 CRT has no duty to maintain a particular depth of water on any waterway and does not warrant that the depth of water at the Mooring is or will remain adequate for the purposes of mooring.

- 7 The Annual Amount payable shall be reviewed on the anniversary of the date of commencement and thereafter each year on the anniversary of the date of commencement (the review date) by application of the Retail Price Index. If the amount S calculated in accordance with the following formula, is greater than the Annual Amount reserved immediately before the review date the Annual Sum from the annual review date shall be S. The formula by which S is to be calculated is:

$$S = E \times C/P$$

Where:

E = the Annual Sum reserved immediately before the review date.

C = the Retail Price Index figure for the month of February immediately before the relevant review date.

P = the Retail Price Index figure in respect of the first review date given in February immediately preceding the date of commencement, and in respect of all other review dates, means the figure given in the Retail Price Index for the February immediately preceding the previous review date.

Retail Price Index – The All Items of Retail Prices published by the Office of National Statistics or any successor Government Department or Agency.

- 8 CRT may end this licence without affecting any other of the rights against the Licensee in any of the following events:
 - 8.1 If at any time any sum payable under this licence is not paid within 14 days of the due date (whether demanded or not)
 - 8.2 The Licensee not remedying any lack of observance or performance of any other of the agreements on the part of the Licensee contained in this licence within 21 days of CRT giving notice of it.
 - 8.3 The Licensee entering into a composition with creditors or going into liquidation (except voluntary liquidation for the purpose of amalgamation or reconstruction with a substantial paid up capital) or the goods of the Licensee being taken in execution and in relation to an individual who is the Licensee inability or having no reasonable prospect of being able to pay, the presentation of a bankruptcy petition.
- 9 Either party may end this licence at any time subject to giving three months prior notice in writing and if the Licensee gives notice it is subject to the Annual Payment due under the licence being paid up to the date of termination.
- 10 Any written notice to be given to CRT shall be effectively served if sent through the post by recorded delivery service to CRT's registered office.
 - 10.1 Any written notice to be given by CRT shall be effectively served if sent through the post by the recorded delivery service to the addressee's last known home or place of business in the United Kingdom.

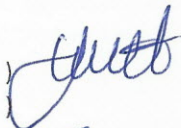
This agreement has been signed on the date appearing at the top of page 1.

Signature page to the Trading Mooring Agreement between Canal & River Trust and Rickmansworth Waterways Trust.

Signed by

Canal & River Trust

on behalf of all charity trustees under the
general authority given pursuant to
section 82 of the Charities Act 1993



JACQUELINE WATT

Witness signature



Witness name

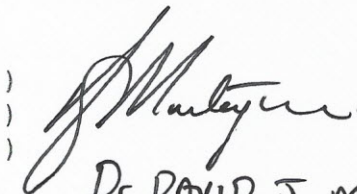
TOM JACKSON

Witness address

Canal + River Trust, South Pier Road, Ellesmere Port
CH65 4FW

Signed by

Rickmansworth Waterways Trust



Dr DAVID J. MONTAGUE
CHAIRMAN

Witness signature



Witness name

SAXON

Witness address

92 FREDRICLAND ROAD
WD3 3DU



Canal &
River Trust

myMap - Estates App

Created by: Estates App
Created on: 1/30/2023
Scale: 1: 750
Print size: A4

