

**Stonebridge South Leisure Moorings**

**Site Rules (effective date 14.11.16). Amended 22.02.21**

The Standard Mooring Agreement Terms and Conditions forms the basis of the legal agreement between Waterside Mooring and the Customer together with the Site Specific Rules agreed below:-

**Definitions**

The Definitions contained in the Standard Mooring Agreement Terms and Conditions apply and we have set out below some of these Definitions:-

**‘Waterside Mooring, we, us, our’**, means Waterside Mooring (operated by Canal & River Trust, its successors and assigns) and any of its employees or other persons authorised by Canal & River Trust to act for Waterside Mooring;

**‘Mooring’** means the water space at the Mooring Site where you are temporarily allocated a berth by us for the mooring of the Boat during the Mooring Period;

**‘Mooring Site’** includes the Mooring and land and water used in connection with the Mooring (together with any pontoon or jetty) that is in our ownership or control;

**‘You, Your, Yours’** mean the person or persons who are the owner or lawful keeper of the Boat. Where there is more than one owner of the Boat the obligations and liabilities under the Mooring Agreement shall be joint and several;

Stonebridge South Leisure Moorings are located in a semi-rural setting. As such, the site rules below will help to preserve the character of the waterway environment and preserve a positive image of the site from passing boaters, towpath users and local neighbours.

**Use of the mooring site**

1. The Trust does not allow boats to be sold with the mooring at Stonebridge South – the moorings belong to the Trust and they are not assignable.

2. Sub-letting of boats is not permitted without prior written consent from the mooring manager. This permission shall not be unreasonably refused, and if it is refused, reasons will be given by CRT*.* All conditions in Clause 4.4 of the Standard Mooring Agreement Terms & Conditions (Effective from 01 June 2016) must also be met, which states a Business Boat Licence must also be purchased by the berth holder.

3. Berth sitting is not permitted.

4. Short term double mooring (mooring abreast) is permitted only with the prior consent of the mooring manager. This permission shall not be unreasonably refused for visitors up to a 14 day period. Anything longer needs to be discussed with CRT and could incur additional charges.

5. Caravans and motorhomes (or any vehicle greater than 3m high) are not permitted on site. Any other recreational vehicle, such as campervans, together with tents may not be used as accommodation except for very occasional use (one week per year maximum).

6. Vehicles using the mooring site must be roadworthy, taxed and insured. Only vehicles belonging to mooring customers (the details of which are logged in with the Mooring Manager) who have a valid mooring agreement can be left on site. Visitors’ vehicles are permitted for a maximum of 24 hours.

7. Commercial vehicles larger than a typical long wheelbase Ford Transit (maximum weight load 1750kg) are not permitted on site.

8. Vehicles to be driven at no more than 5mph.

**Boat suitability and condition**

9. Prior to changing the Boat or making major modifications such as extensions, you must obtain the Mooring Manager’s approval in order to keep the Boat at the Mooring Site.

10. Tarpaulins and covers must be securely tied to the Boat.

11. All dogs must be kept on leads at all times whilst on site.

**Access**

12. You must ensure that the access gate is kept securely locked at all times and must not compromise the security of the site by passing on the code. Should the lock fail due to age or wear and tear, berth holders will not be liable.

**Storage and alterations to the site**

13. With the exception of the standard tender, trailable boats (including speed boats, cabin cruisers, or vessels with an outboard engine) are not permitted to be stored on the site without prior written consent from the Mooring Manager. This permission shall not be unreasonably refused, and if it is refused, reasons will be given by CRT.

14. Sheds, summer houses and storage units must be well-constructed and kept in good repair. Anything on top of, or leaning against the shed should be safely secured. For the avoidance of doubt, no shed, summer house or storage unit should be constructed without the prior written approval of the mooring manager. This permission shall not be unreasonably refused, and if it is refused, reasons will be given by CRT. When a berth holder vacates the mooring, they must remove all structures.

15. When located on the mooring site, TV aerials, satellite dishes and solar panels require CRT’s prior assessment and consent, and must be securely anchored. This permission shall not be unreasonably refused, and if it is refused, reasons will be given by CRT.

16 No physical alterations to the site are permitted without the prior written approval of the mooring manager. This includes built barbecue enclosures, decking, paving, driveways or surfacing for vehicles, fencing or connections to utilities.

**Maintenance**

17. Only works of a minor nature are permitted to be carried out on your boat whilst at the Mooring. Minor works constitutes sanding, painting or works that do not cause noise, disturbance or disruption to other users or land-based neighbours. Major works such as large-scale grinding, cutting, welding or blasting cannot be carried out at the Mooring Site. When carrying out any works you must agree to suitably protect the local environment and use your best endeavours, to keep the Trust’s property clean and tidy at all times and not obstruct rights of way. CRT reserve the right to charge you for any remedial works that need to be undertaken as a result of your maintenance activities. Berth holders are requested to restrict excessively noisy activities to the hours of 10am to 6pm.

**Health and safety, and the environment**

18. Household waste is to be disposed of appropriately in the refuse bins provided. Mooring customers are responsible for the appropriate disposal of any other non-domestic waste items to ensure they do not create a health and safety risk.

19. Hazardous substances, combustible materials and gas bottles must be stored safely and in line with the appropriate health and safety regulations and standards. Empty, unwanted, gas bottles need to be removed from site.

20. Elsan cassettes must not be left on site for disposal at a later date. They must be removed immediately.

**Electricity**

21. You have the choice to use one socket only, either the 16a or 32a supply.  If 32a is selected the boat must be capable of handling 32a via its on-board connector. It is the moorers responsibility to ensure the safety of any on-board connection.  Bollards are currently set to 16a, if you wish to switch over to 32a please contact your mooring manager.

22. No splitters, adapters or in-line connectors to be used. The lead must be continuous, of no more than 25 metres overall length, of the correct standard, and in good condition. The only exception to this is for approved galvanic isolators connected in accordance with the manufacturer’s instructions.

23. No connections to be made to sheds or other out-buildings, electricity is to supply power to your boats only and should not be used for any other purpose.

24. The Trust is ultimately responsible for the safety of the site, if any breeches of the above are discovered we maintain the right to withdraw supply until it is corrected to our satisfaction

**We may amend these rules from time to time and we will notify you in advance of any changes.**

I confirm I have read and understood these Site Rules and agree to abide by them.

Name……………………………………………. Signed……………………………………………

Boat Name (at the time of signing these site rules) ………………………………………..

Berth No./Position………………………………………………

Date……………………………………………….