



## COMMERCIAL VESSEL LICENCE CONDITIONS

Commercial Vessel Licences are issued by the Board subject to the following Conditions. It should be noted that licences are not issued to persons under 18 years of age.

1. The Board's Commercial Vessel Licences are valid only for those lengths of Cruising and Remainder Waterways described in the list provided by the Board when the licence is issued. They are not valid on the Commercial Waterways which are described in Schedule 12 (I) to the Transport Act 1968. In addition to the licence fee, the Board may also charge dues on the freight carried.
2. The Board shall in no circumstances be responsible for maintaining any waterway on which the vessel is licensed to operate to a higher standard than that set out in the Transport Act 1968.
3. The Licensed vessel shall at all times comply with General Canal Byelaw No.5 in respect of the naming and marking of the vessel.
4. The Licensee shall deliver to the Board's Craft Licensing Supervisor at Watford a report every fourth week stating the commodity carried, its tonnage, the distance over which the cargo was carried and the exact places of loading and discharging during that period.
5. The Licensee and any person in charge of the licensed vessel shall at all times comply with the Acts, Byelaws and Regulations from time to time in force on the Board's waterways and with any lawful directions, written or oral, given by the Board or by an authorised person on their behalf.
6. Details of any change in the name of a licensed commercial vessel, or of the address of the Licensee, shall be given to the Board's Craft Licensing Supervisor at Watford immediately they occur. The licence granted may be transferred, with the Board's consent, to another person; but if the licensee fails to notify the Board in writing of the proposed transfer, he shall remain liable to the Board for compliance with these Conditions. Licences shall not be transferred from one boat to another.
7. Refunds of licence fees will only be made upon the Board being satisfied that the vessel in question has been relicensed by a new Licensee or has been removed from the Board's canals or land in the Board's occupation. Such claims will be considered only from the date of receipt by the Board of the appropriate notification.
8. If a licence is lost, a duplicate may be issued by the Board on payment of the fee prescribed by the Board.
9. The Licence is revocable by the Board at any time without notice. If the licence is revoked for any reason other than the non-compliance by the Licensee of the vessel with any of these Conditions, the Byelaws or Regulations of the Board, a proportion of the licence fee paid will be refunded.
10. On determination of the licence, whether by revocation or expiration of time, unless the boat is re-licensed by the Board, the Licensee shall forthwith remove the boat out of or from the Board's canals.

(NOTE: In case of default by the Licensee, the Board may, in accordance with the provisions of the British Transport Commission Act 1954, remove the boat to such place as they may in their absolute discretion think fit and shall in no circumstances be liable for any loss or damage thereby caused.)

11. The Licensee shall ensure that the boat is moored only at places where mooring is permitted by the Board.  

(NOTE: The Board may remove (or require the Licensee to remove) any boat moored elsewhere or found to have broken loose from its moorings and may re-moor it and the Board shall not be liable for any loss or damage arising therefrom, however caused.)
12. The Licensee shall not use the licensed vessel to sell goods and shall not load or discharge cargo over the Board's land or towing paths except with the consent of the Board given by a written agreement, details of which can be obtained from the local Area Amenity Assistant.
13. The Licensee shall be absolutely responsible for any damage or obstruction caused by the vessel (whether by the act or default of the Licensee, his servants, agents or not) to the canal or waterway or to any property of the Board or to third parties thereon.
14. Subject to the provisions of the Unfair Contract Terms Act 1977 the Licensee shall be responsible for and release and indemnify the Board, their servants and agents from and against all liability for loss of or damage to property arising out of or resulting from dangers due to the state of the Board's premises including the waterway, its structures and towing path whether or not such dangers may have been caused by the act or neglect of the Board. In granting a licence the Board make no representations nor give any warranty as to the condition of the waterway or its banks or towing paths thereon.
15. The Board shall in no circumstances be liable for the consequences of any stoppages of navigation or delay to commercial vessels however arising and no refund of licence fees shall be made by the Board or claim entertained by the Board except as provided for in Conditions 7 and 9 above.

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16. The Licensee shall at all times keep his vessel in a sound and watertight state and in a general condition such that is not prejudicial to the amenities of the area or liable to cause damage to other vessels or to the Board's property or apparatus. He shall ensure that his vessel complies, within the periods specified by the Board, with any Standards relating to the construction, equipping and maintenance of commercial vessels which shall be prescribed by the Board. He shall also ensure that his vessel, if used as sleeping accommodation by persons, complies with the Regulations prescribed by the Public Health Act 1936 or any other legislation in force from time to time.
  17. The Licensee shall, upon being given reasonable notice in writing by the Board, provide access to his boat for the purposes of inspection by or on behalf of the Board prior to the issue of a licence.
  18. The Licensee shall ensure that persons using his vessel dispose of sewage and rubbish in accordance with the requirements of Local and Water Authorities from time to time in force and in a manner satisfactory to the Board and that they comply with any other requirements of Local and Water Authorities relating to the use of commercial vessels on the Board's waterways. He shall also provide any information required by the Board as to the sanitary appliances fitted in his vessel.
  19. The Licensee shall pay all rates, taxes, assessments and outgoings imposed or charged upon the vessel or its mooring.
  20. The Licensee shall ensure that his vessel on every possible occasion shares locks up to their capacity. There is no right to the exclusive use of a lock. Commercial carrying vessels have no priority of passage on Cruising and Remainder Waterways.
  21. A Commercial Vessel Licence is valid only for those lengths of Cruising and Remainder Waterways and over those routes which are specified by the Board at the time of issue of the licence. Applications to alter its validity must be made in writing to the Board's Craft Licensing Supervisor.
  22. The issue by the Board of a licence for the use of a commercial vessel on the Board's Cruising or Remainder Waterways shall imply no permission to use the towing paths of any of the Board's waterways for the purpose of towing vessels.
  23. The Licensee shall not permit a boat licensed as a commercial vessel to be used as a pleasure boat plying or let for hire.
  24. The Licensee shall ensure that the licensed vessel shall not be occupied as a dwelling except when used bona fide for navigation directly associated with the carriage of freight or for towage, unless a Houseboat Certificate is in force.
  25. The Licensee shall ensure that his vessel's mooring lines and stakes do not obstruct the towing path and that those using his vessel do not place any materials on the towing path or other lands of the Board without prior written consent.
  26. Upon receiving from the Board notice to do so, every Licensee of a commercial vessel shall securely affix and exhibit at all times thereafter on the outside thereof, on both sides of the vessel where prescribed by the Board, the plates bearing the index mark and number which the Board have assigned to that vessel.
  27. The Licensee shall pay the mooring fees laid down by the Board in respect of any mooring controlled by the Board which is occupied by the licensed vessel unless the vessel is on that berth for the purposes of loading or discharging freight or for other purposes authorised in accordance with Condition No.12 above.

Effective from 1st August 1980

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