

COOMBESWOOD CANAL TRUST
Rules & Regulations - January 2009 with updates July 2011

1. **MEMBERSHIP**

- 1.1 Membership Grades are:
Single / Family
Senior Citizen
Corporate
Patron (by invitation of the Governing Council)
Honorary Life Member (by invitation of the Governing Council)
- 1.2 Membership fees are paid annually and are due on 1st August each year. Membership will be deemed to have lapsed if the fees are not paid by the following 1st November.
- 1.3 Paid employees or anyone carrying on a remunerative business on Trust property may not serve as an officer or member of the Governing Council.
- 1.4 All new members and moorers must serve a probationary period of 6 months. If a complaint is upheld during the probationary period, the membership and/or mooring rights will be terminated.

2. **MOORINGS**

- 2.1 No craft will be allowed within the confines of the land/water which is under the Trusts` jurisdiction without the authority of the Trust. Those with approval must display their boat name and number.
- 2.2 Boats moored on Trust property must be insured **at all times** with a minimum third party cover of £1,000,000. Moorers must sign a Mooring Condition form annually when renewing the moorings or at the commencement of a new mooring agreeing, amongst other things, to abide by these Rules and Regulations. Mooring fees will not be accepted and the mooring must be vacated immediately unless the Mooring Conditions form has been signed.
- 2.3 Boats that moor on the canal arm require a current British Waterways licence at all times. All craft must display a current British Waterways licence when they pass through Burton Bridge onto the canal.
- 2.4 A current boat safety certificate must be held at all times. Boats being fitted out or refitted must have a boat safety certificate when appropriate.
- 2.5 All rates, taxation, assessments and out goings imposed or charged upon the mooring shall be paid by the moorer.
- 2.6 A mooring is rented from 1st August to 31st July of the next year. One calendar months` notice is required in writing to terminate a mooring agreement; the balance of any prepaid fees will be refunded after the mooring has been vacated. If a mooring is relinquished, the boat must vacate Trust property before the date to which mooring fees have been paid.
- 2.7 A ten-percent levy will be charged on all outstanding moorings or hard standing fees after seven days following the due date. This levy will be charged thereafter at ten per cent per month until the mooring fees and the levy are paid in full.
- 2.8 If a mooring fee has not been paid by one month after the due date then the right to a mooring may be terminated at the discretion of the Governing Council. If necessary, the boat may be sold to reimburse the Trust for out of pocket expenses and any unpaid fees. Twenty-eight days notice of such action will be sent to the address in the Trusts` records. In the event of the boat having no value it will be disposed of.
- 2.9 The mooring fee covers the boat space only. No other property including motor vehicles can be kept on site without written authority of the Governing Council. Untaxed vehicles on site will be charged at the current hardstanding rates unless written exemption has been obtained from the Governing Council.
- 2.10 No moorer to be resident on their boat on Trust moorings for a total period longer than three months in any twelve month period, without prior written permission from the Governing Council.
- 2.11 No boat may be lengthened or shortened and retain its mooring without written approval of the Governing Council. Mooring fees will be adjusted up or down as appropriate.
- 2.12 Those who inherit a boat on a mooring rented from the Trust are allowed 6 months to arrange their affairs before removal of the boat providing that mooring fees are paid for the period. If a permanent mooring is required the normal procedures for a new mooring will be applied.
- 2.13 No boat may be sold with the benefit of a mooring. No mooring may be sublet.
- 2.14 Owners may not hire their boats out from the basin.

- 2.15 Boats may be moored end on and will be allocated a specific mooring. Boats must be securely moored when left in the Basin. Fenders should be used when boats are moored together. Mooring ropes should terminate on the boat, not left on the towpath to be a hazard.
- 2.16 Boats may only be secured to their moorings with rope. Chain or wire hawsers must not be used.
- 2.17 To avoid unnecessary damage to the brickwork and also in the interests of safety, engines may only be run with the propeller engaged if the boat is moored with the stern towards the middle of the basin.
- 2.18 To promote good relations with other clubs, visiting craft will be allowed to use vacant moorings. Visiting craft may benefit from seven days free mooring per calendar year. After that period the visitor may have up to 7 further weeks of paid mooring at the current visitor mooring fee. This period may be extended at the discretion of the Governing Council, following a written application from the visitor.
- 2.19 The right to move any boat without the owners` permission is vested in the Trusts` authorised representative.
- 2.20 Owners must keep their boats in a safe, sound, neat and tidy condition and visit them at least once every three months. If an owner has circumstances that make this impossible then they must notify the Governing Council. Failure to comply with this clause may result in loss of mooring rights.
- 2.21 Owners are required to keep the area round their boats clean and tidy at all times and to maintain a clear path so that other boat owners may have an unhindered passage to their boats. No gas bottles (full or empty) are to be stored on the bank.
- 2.22 Power leads must not be left out when a boat is unattended (residential boats excepted) unless the mooring officer or a Council member has been informed. A note should be attached to the plug stating the reason for leaving the lead connected. If a boat is left connected to shore power the power lead must either be buried or covered in such a way to prevent people tripping over the cable. The Trust will not be liable in the event of such an accident, liability will rest with the owner of the offending boat. The Trust strongly recommends the use of blue (Arctic) power cable.
- 2.23 Craft winding or moving within the mooring shall do so slowly giving due consideration to other craft.
- 2.24 Boats must not be left unattended on the water point which is to be used only for loading/unloading, taking on water, diesel or emptying toilets unless permission has been given for the boat to stay there. Boat toilets must be emptied into the Elsan Disposal Unit. For any other use of the water point prior permission must be obtained from the Site Manager or other person on duty.
- 2.25 Moorers should act at all times with consideration for other moorers and not cause a nuisance.
- 2.26 **Partnership boats**

All boats owned in partnership must have the partners names recorded in the mooring record. One partner must be nominated to receive all correspondence from the Trust and this partner will also be liable for any charges levied by the Trust.

The Trust will only accept boats with a maximum of three joint owners.

In the event of the named partner relinquishing his or her share of the boat or on the death of the named partner, the mooring rights of the other partners will not be affected. A different partner should be named to receive all correspondence from the Trust and assume liability for the boat. The Trust must be notified in writing of the new leader of the partnership within 28 days.

2.27 **Mooring waiting list and allocation of moorings**

Residential & leisure mooring lists be managed by the Mooring Officer. The lists, including the names of those who wish to be anonymous to be distributed regularly to the Officers of the Trust. The lists will not be available to other members. Anyone on the list can ascertain their position from the Mooring Officer.

2.27a All persons on either a leisure or residential mooring waiting list must renew their interest with the Mooring Officer between 1st and 31st January each year, otherwise they will be removed from the list.

2.27b Residential mooring allocation. If the person at the top of the residential waiting list refuses the mooring, they drop down one place on the list, such that if someone lower down the list is awarded the mooring, the persons above them who refused the mooring remain in their original position on the list for the next available mooring.

2.28 **Residential Moorings**

Anyone offered a residential mooring must move onto their boat within 6 months unless there are extenuating circumstances which prevent. These circumstances must be submitted to the Governing Council in writing and be acceptable to the Council.

2.28a Residents should be responsible for registration for local council tax and TV licence as appropriate.

2.28b Where appropriate, potential residents be interviewed by the Governing Council before being offered a residential mooring.

3. HARD STANDING & WORK AREA

3.1 Owners wishing to have their boats lifted out of the water or to use the hard standing should notify the mooring officer or site manager in writing, giving at least one months notice, except in cases of emergency. All outstanding hard standing charges must be paid before a boat is returned to the water.

3.2 All work projects on the hard standing must be covered by the owners insurance. New shells may only be built by full Trust members (i.e. 12 months membership) after seeking permission from the Trusts` Governing Council and must be insured from the date of commencement of work.

3.3 Any person bringing in an outside contractor is fully responsible for their conduct and actions.

3.4 No external unreasonable work (i.e. welding, grinding, heavy hammering, etc) to be carried out between the hours of 9pm and 8am.

3.5 No shot or grit blasting may be carried out on Trusts` property.

3.6 All boats using the Hard Standing in any state of construction and untaxed cars kept on site must pay the Appropriate Hard Standing fee for the whole of the period that they occupy the hard standing space or car park.

3.7 To encourage owners to complete their work within a reasonable period hard standing charges will be levied on a sliding scale.

New Boats: First 2 years at basic hard standing charge. Next 6 months at twice the rate, next 3 months at three times the rate, next three months at four times the rate etc.

Boats under repair: First six months at basic rate. Next 3 months at twice the rate, next 3 months at three times the rate, next three months at four times the rate etc.

Untaxed Cars: First three months at basic rate. Next three months at twice the rate, next 3 months at three times the rate, next three months at four times the rate etc.

In cases of hardship or illness this rule may be waived at the discretion of the Governing Council.

3.8 The work area may be booked in advance. Booking forms are available in the shop. Boats should not be left on the work area if they are not being worked on and will be removed if the space is required. Priority will be given to those who book in writing.

4. SLIPWAY

4.1 Anyone using the slipway does so entirely at their own risk. Any damage to their boat or property or injury to themselves is their own responsibility.

4.2 Only the Trusts` representative is allowed to operate the winch – all persons other than those helping with slipway operation must keep clear of the slipway area while the slipway machinery is in use.

4.3 A Slipway Application Form must be completed and a deposit paid at the time of booking. All rules and mooring regulations of the Trust must be observed and all instructions given by the Trusts` representative must be obeyed. Failure to do so will result in the operation being aborted and future applications to use the slipway may be refused.

5. TRUST LAND

5.1 The land speed limit is 5 m.p.h.

Where possible all cars must use the designated car park.

When a boat is away from the moorings for more than two days, cars must be left on the rear of the car park if possible.

Vehicles must not be parked so as to cause an obstruction.

5.2 Children must be properly supervised at all times.

5.3 Pets must be kept under control at all times. Dog owners must clean up any mess caused by their dogs. Dog faeces must be bagged and placed in a bin. Dog fouling on Trust property carries a £10 fine for each offence.

5.4 The Trusts` land shall not be used for any other purpose than access to and from the boat and the facilities provided by the Trust.

5.5 Key holders **MUST NOT** relinquish their key to any other person for any reason whatsoever. If it is necessary for

someone to enter the site in the absence of the key holder, they should ring the gate bell to gain admission.

To avoid embarrassment, please let the Mooring Officer Committee member know in advance if someone else is to enter or use your boat.

Keys to Hawne Basin remain the property of the Trust and must be returned when a mooring is relinquished.

There will be a maximum of 2 keys issued to each boat. There will be a refundable deposit for each key required. If for any reason an extra key or keys is required, the request must be made, in writing, to the Governing Council.

5.6 RESIDENT'S SHEDS

Residents are allowed a single storey shed, 8 feet x 8 feet maximum dimension on a concrete slab base.

When a resident leaves, the shed may be removed within one month or the shed and its contents will become the property of the Trust. The Trust will not reimburse the resident for the cost of the shed. Ownership of a shed may not be transferred without permission from the Governing Council.

6. INJURY, LOSS OR DAMAGE

- 6.1 The Trust will not be liable for any personal injury or death or any damage whatsoever to any property, real or personal due to any negligence, omission or default of the Trust.
- 6.2 The owner shall be liable for and indemnify the Trust against, and insure and cause his contractor to insure against any expense, liability, loss, claim or proceedings whatsoever arising under a statute or a common law in respect of:
 - 6.2.1 Personal injury to or death of any person whomsoever arising out of, or in the course of, or by reason of the privately owned property or work thereon.
 - 6.2.2 Any damage whatsoever to any property, real or personal, insofar as such damage arises out of, or in the course of, or by reason of the privately owned property or work thereon and is due to any negligence, omission or default of the owner or any person for whom the owner is responsible or any Contractor or person for whom the contractor is responsible.
 - 6.2.3 Any loss or damage however caused to the owners` property.

7. CONTRAVENTION OF RULES & REGULATIONS

- 7.1 Contravention of these regulations may result in disciplinary action with loss of membership and/or mooring rights. Members and moorers who contravene these regulations will be notified of their alleged misdemeanour in writing. If action is to be taken by the Trust they will have the right to appear before the Governing Council and be accompanied by one or two persons of their choice to speak on their behalf.
- 7.2 If any Trust member or moorer persists in any course of action that may, in the opinion of the Governing Council, cause a nuisance of any kind to other members and/or moorers, disciplinary proceedings may be instituted which could result in loss of membership and/or mooring rights.

The term "Trust" shall mean Coombeswood Canal Trust Ltd.

The term "Owner" shall mean the owner of the boat concerned or the person in charge of or in control of the boat for the time being.

N.B.

These Rules and Regulations apply to all boats including visiting boats.

All boats including visiting boats must be insured in respect of third party risks to a minimum value of £1,000,000. See rule 2.2 above.

Failure to comply with these Rules and Regulations could lead to loss of moorings.

These rules and regulations replace all previous versions.