

West India, Millwall, Blackwall and Poplar Docks London E14 includes land held or used by British Waterways and any accessways used in connection with these Docks (“the Docks”)

SITE RULES

These Site Rules are issued in conjunction with British Waterways' Private Pleasure Boat Long Term Licences and Long Term Moorings Terms and Conditions. The General Licence and Long Term Mooring Permit Terms and Conditions (“the Booklets”) which may be amended from time to time, West India and Millwall Dock System General Regulations, Conditions of Entry and Use, London Docklands Development Corporation Act 1994 (Byelaws 1996) shall apply (unless otherwise stated to the contrary), together with the Site Rules set out below. In the event of conflict between these Site Rules and the Long Term Moorings Terms and Conditions, the Site Rules will prevail.

DEFINITIONS:

‘British Waterways, BW, we, us, our’, means the British Waterways Board, its successors and assigns and any of its employees including the mooring manager (“the Mooring Manager”) or other persons authorised by British Waterways to act for it.

‘Mooring’ means the water space at the **Mooring Site** temporarily allocated to **you** from time to time by **us** for the **Mooring** of the **Boat** during the period of this agreement.

‘Mooring Site’ includes the **Mooring** and land and water adjacent to the **Mooring** that is in **our** ownership or control.

‘Owner, you, your, yours’ mean the person(s) or entity named as Owner in this agreement and includes an employee of the Owner or a person in charge of the **Boat** with the Owner’s permission.

The definitions ‘The Boat’ ‘Tender’ ‘You your yours’ ‘We us our’ ‘Waterway’ and ‘River waterway’ are to have the meanings ascribed to them by the Booklet.

1. **We** will issue you with a licence on the basis **you** meet our requirements, comply with conditions contained or referred to in the Booklet and the licence allows **you** to navigate to and from West India Dock Entrance Lock (“the Lock”) and use of the Lock and bridges but the licence does not allow **you** onto **our** other **Waterways**.
2. A **mooring** permit will be issued, subject to the boats suitability to the **Mooring Site**, which allows **you** to moor the **Boat** in the Docks in accordance with **our** Conditions. The **boat** must be of the correct size for the berth as stated by the Moorings Manager, the **Boat** must be of a type and style suitable for the **Moorings**, will be single storey, excepting, where appropriate, the wheelhouse. Any conversion must maintain the original lines of the Boat. The appearance and freeboard of the **Boat** shall not be of a colour or size that will affect the enjoyment of owners of boats moored nearby **nor** of land based neighbours.
3. Once the licence and **mooring** permit is issued **you** agree to comply with the Conditions including the requirement to have a valid licence and mooring permit displayed on the **Boat** where it can easily be seen. **You** agree not to deface or alter the licence or mooring permit issued by **us**.

4. **You** will ensure at all times whilst in the Docks that the **Boat** will carry a valid insurance policy which covers at least third party liability of a minimum of £1 million including cover against foundering salvage and wreck raising claims and to provide a copy of the policy of insurance to **us** on request. This cover must be provided by a company that is authorised and regulated by the Financial Services Authority of the United Kingdom.
5. **You** agree to obtain a Boat Safety Certificate if the **Boat** is moored in the Docks for more than 56 days in any 12 month period.
6. **You** agree to notify **us** forthwith of any underwater obstructions discovered arising out of **your** use of the Docks.
7. **You** agree at all times to keep in good repair and condition any gangways and connections to the Boat thereto.
8. **You** agree that **we** may carry out any building maintenance or development work and **you** or other occupants of the **Boat** or **your** visitors to the **Boat** will have no claim for disturbance, noise, dust or any other inconvenience suffered by **you** or other occupants of the **Boat** or **your** visitors to the Boat on account of these works. S19 BW Act 1995
9. **You** agree that **we** may carry out essential repairs or adjustments to the **Boat** (at **your** expense) to prevent it from sinking or if it is in danger of being seriously damaged by defects or if it is or appears to be becoming a danger to others, their boats or our structures.
10. The **Boat** may be the subject of a dangerous boat inspection which will be at **our** discretion. **We** reserve the right to refuse the **Boat** entry to the Docks if **we** consider it to be unseaworthy or unsafe.
11. **You** agree to keep the **Boat** in a seaworthy condition. The **Boat** must always be capable of self propulsion by means of permanently installed propulsive machinery except for short periods of time for essential maintenance. When the **Boat** is going to be incapable of self propulsion for periods exceeding one month you must inform the Harbour Master.
12. **You** agree that only works of a minor nature will be carried out 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 **our** property, to keep the pontoon clean and tidy at all times and to comply with all relevant Health and Safety regulations. **We** reserve the right to charge **you** for any remedial works that need to be undertaken as a result of your maintenance activities.
13. **You** agree to take all necessary precautions against the outbreak of fire in or upon the **Boat** and to observe all statutory or local regulations (if any) relative to fire prevention which shall be exhibited at Docklands Office British Waterways West India Dock Pierhead 420 Manchester Road London E14 9ST ("the Office").
14. **You** agree to install and maintain equipment on the **Boat** where appropriate as specified by the relevant legislation regulations and standards. Any fuel or combustible materials on board the **Boat** shall be stored in accordance with the relevant Regulations and Standards.
15. **You** agree to ensure that all necessary safety equipment as is appropriate to the **Boat** whilst at the **Mooring** or otherwise in the Docks is at all times available and fully operational.
16. When connecting to a designated electricity outlet **you** must use approved leads, of sufficient capacity and plugs and maintain them in accordance with the relevant Regulations and Standards.

17. **We** have the right to exercise a lien upon the **Boat** and/or any property on or of the **Boat** whilst in the Docks until such time as any money due to us including costs and charges incurred under the Conditions are paid in full. **If any money due to us under the Conditions is not paid in full within 30 days of the sum having become payable we shall have the right to sell the Boat and/or any such property. Such sale will not take place until we have given you at least 21 days notice of our intention to exercise such power of sale.**
18. **You** agree to notify **us** when the **Boat** will be away from the Docks for a continuous period of 28 days or more so that **we** may re-let the **Mooring** normally occupied by the **Boat** on a continuous basis for a period or periods but **we** will allow you to return at the end of such period(s) to the Docks.
19. If the **Boat** is left unattended for any length of time **you** must provide **us** with your name and address and telephone number at which **you** can be contacted.
20. **You** agree to park your vehicle(s) in the Docks only in any space(s) allocated to you subject to such conditions, availability and charges specified by us. **You** agree that we may move or require you to move your vehicle(s) to another part of the Docks.
21. **You** agree not to leave (except for short periods in the course of transporting them onto or from the **Boat**) any items of boat gear fittings or equipment supplies stores or the like or any of your property on the pontoons jetties car parks or in the Docks.
22. **You** agree not to hang washing lines place or store items such as barbecues unsightly items and other paraphernalia on any part of the **Boat** pontoons jetties car parks or in the Docks unless prior written consent is given by the **Moorings** Manager. **Your boat** must always be clean and in good repair preferably decorated in a traditional style. For avoidance of doubt paintwork and brightwork must be maintained to a reasonable standard and deck clutter kept to a minimum.
23. **You** agree not to erect any pole mast or wire (in connection with telecommunications radio or television communication) upon the **Boat** or our property except with our prior written consent.
24. **You** agree not to play or use in or on the **Boat** any musical instrument loudspeaker tape recorder gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the **Boat**.
25. You agree not to sell, hire or let the **Boat** while it is in the Docks.
26. **We** are not authorised to have custody of the **Boat** for the time being in the Docks or to receive any parcels letters goods or chattels either for delivery to you or any other person or from you or any other person for collection by or delivery to others except at your sole risk and **you** agree to indemnify **us** against any claims in respect of any matters arising out of this rule.
27. If it is necessary for **us** to secure halyards or mooring warps a fee will be levied and **you** agree to pay the reasonable fee within 14 days of payment being requested.
28. Water sewage and electricity services are available at the Docks but the provision of such supplies cannot be guaranteed.
29. Use of the Lock and bridges is subject to such conditions availability and charges (if any) specified by **us**. A list of any such charges may be seen at the Office and may be paid in advance of our operating the Lock and bridges.

30. If **we** supply key(s)/entry card(s) for use of the Docks **you** must return them to **us** at the end or earlier termination of the licence and mooring agreement. Any key(s)/entry card(s) provided by us remains our property.
33. You must notify us in writing within one month of any change of **your** address or of the **Boat's** name.
34. **You** agree that you will take the **Boat** out of the Docks and the connecting dock system at least once in any 12 month period.
35. **You** agree that prior to changing or modifying the external appearance of **your boat** you will consult with and obtain the mooring managers approval in order to maintain your mooring at the mooring site.
36. **We** accept no responsibility for loss or damage to the **Boat** or goods left at the Docks after expiry or upon earlier termination of your licence and mooring agreement and any boats or goods left at the Docks are done so at **your** own risk.
37. **You** shall not assault, resist, obstruct or impede any officer or servant of **British Waterways** in the execution of his duties or disobey his lawful orders. Use of any offensive, racist, aggressive or abusive behaviour or language to staff or any other users will result in **your** licence and **mooring** agreement being terminated.

We reserve the right to amend such rules from time to time provided we give reasonable prior notice of the proposed changes. The Site Rules and any amendments to them shall become effective when they are displayed on a notice board or other prominent place at the **Mooring Site** or once a copy of them has been given to **you**.