

**INTRODUCTION**

For a group to use portable boats on the Derbyshire County Council (DCC) owned section of the Chesterfield Canal, each member of the group will need to hold a group licence.

The licence does not give you any priority of passage on the waterway.

**DEFINITIONS**

"Group leader" means the person named on the licence application as the person responsible for the group

"Group member" means each person belonging to the group and holding a group licence (including the group leader).

"We", "us", "our" means Derbyshire County Council and any employee or other person approved by Derbyshire County Council to act on behalf of the Council.

"Waterway" means the DCC owned section of the Chesterfield Canal or land owned or managed by DCC and includes any moorings and basins.

"Mooring" means a place where a boat can reasonably be kept and may lawfully be left"

"Boat" means the boat in use by each group member

**GROUP LEADER`S CONDITIONS AND OBLIGATIONS**

Before DCC will issue a set of group licences, the group leader will need to satisfy us that, for the period of the licences:

1. The group has an insurance policy for all the boats which covers all third-party liabilities of at least £1,000,000, or membership of British Canoe Union (BCU).

**AND**

2. That group members on the water under instruction will be accompanied by an instructor with relevant qualifications.

**AND**

3. All boats will be watertight, able to stay afloat in the wash of a passing boat and able to manoeuvre out of the way of a passing powered boat. Inflatable boats are not acceptable under 8 foot (2.4metres).

The group leader will be issued with up to 10 licences and will need to keep a record of who holds each licence at any time. The group leader will ensure that while on the Canal all members of the group (including the Group leader) are aware of and will comply with:

- The Group Member Conditions (below), the British Waterways Code and the DCC code and guidelines, any Byelaws that come into effect during the course of the licence period and
- Any of our lawful directions, spoken or written (including signs)

## **Fees, payment and rebates**

Levels of fees are determined by DCC and are reviewed periodically. Payment of fees must be made on application. Only successful applications will attract fees, and therefore, fees paid for unsuccessful applications will be returned or refunded. A licence will not be issued unless the appropriate fee has been paid.

Concessionary rates are available for students, old age pensioners and people who are unemployed (see CC16). The expiry date of the licence will be either the expiry date requested by the group leader or the expiry date of the insurance policy or safety certificate, whichever shall occur earlier.

Applications for rebates must be made by the group leader and will be determined in the light of individual circumstances and grants of rebates will be at our discretion. Application forms for rebates (CC10) can be obtained from Tapton Lock Visitor Centre, please also ask staff for explanatory notes on rebates (CC11).

## **Changes of details, lost licences and special conditions**

The group leader must notify us of any changes to the information given on the application form. If a licence is lost we will provide a copy. We may charge the group leader an administrative fee to cover our costs.

We reserve the right to issue any licences subject to extra conditions we think are reasonable. We will tell the group leader what these conditions are before we issue the licence.

## **How the licence may end and what happens then**

If we think any member of the group have broken any of these Licence Conditions, we will write and tell the group leader:

- How we think the group member has broken these conditions
- How we think the group leader or the group member can put things right and tell that person how long he/she has to do this.

If that member does not put things right within the time allowed, the licences will end and no group member may put a boat on our waterway. Once the licences have ended, unless the group leader re-licenses the group, no group member may put a boat on our waterway. If any group member does so, we have the power to remove the boat ourselves and to charge the group leader for the costs we incur in doing this.

We reserve the right to refuse to issue a group with any licence. The group has no right under any conditions to the renewal of a licence. We will not unreasonably refuse a new licence. However, if we do refuse to issue a group with a licence we will tell the group leader why.

## **GROUP MEMBERS` CONDITIONS AND OBLIGATIONS**

### **What the licence allows group members to do**

This licence allows up to 10 members of the group to use up to 10 portable boats without using locks for continuous cruising if;

- each boat is rigid, unpowered and of any length
- each boat is an inflatable and is over 8 foot (2.4metres)

And that in both cases group members can (without mechanical help) take the boat out of the water and carry it round the lock and re-float it on the water.

At all times when in the water all group members must wear a buoyancy aid, and we also recommend group members wear a helmet.

### **Group members must not use any boat for:**

- hire or reward or the promise of payments;
- carrying passengers for a payment
- carrying goods
- as a tug or other work boat
- overnight accommodation
- mooring the boat on the water other than that ancillary to cruising, unless the group member is in possession of a mooring permit

### **Group members agree to:**

- Be responsible for all costs they incur to make their boat comply with safety standards.
- Follow our directions regarding which boat has priority.
- Accept responsibility for any damage or difficulty caused by themselves or their boat arising from a careless act or omission.
- Allow us to come on board to inspect the boats where we need to check that a group member meets these Licence Conditions. We will give the member reasonable notice if we want to do this.
- Pay all rates, taxes, assessments and outgoings for the boats.
- Keep the outside of the boats in reasonable repair
- Repair the boat as soon as reasonably possible if it has been damaged

### **Group members agree not to**

- Do anything at a temporary mooring ancillary to cruising, which will cause damage or nuisance to any other person or their property.
- Enter or use any lock in a portable boat.
- Discharge anything into the waterway from the boat except unpolluted surface water that drains naturally.
- Take water from the waterway except for cooling the engine of the boat.
- Put or store anything on our towing path or land or park there unless we have already given our permission.
- Fish from the boat.
- Moor the boat on the water other than where it is ancillary to continuous cruising.
- Moor the boat on the non-towpath side of the Canal under any circumstances

## **SAFETY AND OTHER INFORMATION**

We recommend that while the boats are in use, each group member keep on the boat an adequate first aid kit in good condition.

It is each group member's responsibility to help make his/her use of the Chesterfield Canal as safe as possible. The Chesterfield Canal is potentially dangerous. The waterway and structures that support navigation were mostly designed and built for industrial use two hundred years ago. As a result, there are inherent risks for those that use them. The safety of our users and staff is of paramount importance to us and we do our best to make the Canal as safe as possible.

For the safety of all those who use the waterways and those who work on or near them it is essential that all group members:

- Are aware of the possible dangers
- Act in a way which minimises the risk of harm to themselves and others.

## **OUR OBLIGATIONS**

- We will do our best to keep the waterway open for cruising.
- We will try to arrange our essential maintenance work to cause you the least disruption. The nature of the waterway inevitably leads to their occasional failure. We do not, therefore, accept liability if a group member is unable to cruise in these circumstances.
- There may also be other exceptional circumstances when navigation will not be possible. We reserve the right to suspend Licences in such circumstances.