

WEY & ARUN CANAL TRUST LIMITED

Visitor Licence Conditions 2017

The Licence is solely for a small, unpowered or trailed boat (Boat) visiting the Wey & Arun Canal Trust (WACT) waterway (the W&A Canal) for either one day (Day Licence) or one year (Annual Licence).

By purchasing a Licence a Licencee agrees to comply with these Conditions.

Insurance

The Licencee must have insurance that covers at least third party liabilities for not less than £1 million.

Boat Safety

The Boat must comply with all appropriate safety requirements at all times.

WACT has the right to refuse access onto the W&A Canal for any Boat that WACT considers may present a safety risk to WACT, or its members, volunteers, employees or agents or to any other W&A Canal user.

In purchasing a Visitor Licence the Licencee agrees to allow WACT or anyone appointed by WACT to carry out a safety check at any reasonable time. If in its absolute discretion WACT believes that the Boat is or may be dangerous or unsuitable for use on the W&A Canal it must be removed.

Licence

The fee for a Day Licence is £5 and the fee for an Annual Licence is £15. A Licence may begin on any date and fee includes VAT at 20 per cent. The fee can be paid in advance via www.weyarun.org.uk or from the canal centre on the day. The Licencee must produce the Licence to WACT whenever requested. The Licencee should also contact the canal centre or office to advise of visit so that the public boat trip crew can be made aware.

The Licence is not refundable and not transferable between craft. It does not permit use of the Boat for carrying goods, or for any business purpose.

The Licence does not allow the Boat to be moored overnight or use an outboard motor except when it is part of one of the official boat rally days organised by WACT. The Licencee agrees to comply with navigation rules, relevant Acts, Byelaws and regulations, and to follow any of WACT's lawful directions, spoken or written (including signs).

The Licencee agrees to be responsible for any damage or difficulty caused by the Licencee or by the Boat because of anything carelessly done or not done.

Once the Licence has expired, unless the Boat is re-licensed, it must be removed from the W&A Canal. If this is not done the Licencee authorises WACT to remove it and the Licencee must pay for the costs WACT incurs in doing this.

The W&A Canal or part(s) of it may from time to time be closed for repairs or due to emergencies. WACT will not rebate any part of the Licence fee in respect of such closure(s).

Personal Safety

The W&A Canal can be a dangerous place. As a result, there are inherent risks for those that use the W&A Canal. Each Licencee must ensure that there is always sufficient competent crew to minimise risks to the Licencee's own and other people's safety especially around locks and bridges. WACT operates a public trip boat operation on the Loxwood section so every care must be taken.

The Licencee agrees that neither WACT, nor any of its members, volunteers, employees or agents has any liability save for any damages arising from personal injury or death caused by the negligence of WACT.

No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions.

January 2017