

Clarence Dock is a mixed use site, consisting of boating, residential, retail and visitor areas. The Mooring and Mooring Site are owned by British Waterways and the land and associated access to the Mooring is under the control of the Clarence Dock Management Company.

SITE RULES: Clarence Dock - Residential Berths

These site rules are issued in conjunction with British Waterways' Boat Licence Conditions and Long Term Moorings Terms and Conditions. In the event of conflict between the 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 officer ("the Mooring Officer") 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.

RULES

1. Occupation of the Boat:

1.1 The residential berths at the **Mooring Site** can only be occupied by **you** if **you** live full time on the **Boat** for the duration of the Mooring Agreement.

2. Access:

2.1 Access to the **Mooring Site** is over property owned by **us** which is leased to Clarence Dock Management Company. All notices (if any) and directions from Clarence Dock Management Company must be observed by **you**, other occupants of the **Boat** and **your** visitors at all times.

2.2 **You** must not operate the flood gates at the entrance to the **Mooring Site**.

2.3 **You** must not operate any of the lift bridges at the **Mooring Site**.

3. Vehicles, Parking & Deliveries:

3.1 There is no vehicular access to the **Mooring Site**. Parking at the **Mooring Site** and deliveries other than postal to the **Mooring Site** are strictly prohibited.

4. Condition of Boats:

4.1 The **Boat** must possess the attributes of motion i.e. recognisable bow and stern, gunwales and rudder and the **Boat** must be kept clean and in good repair at all times.

4.2 **You** must not carry out any repairs or alterations to the **Boat** at the **Mooring Site**. All remedial works must be undertaken off site as soon as possible. Temporary measures such as tarpaulins are not permitted. In the event of an emergency (for example, if the **Boat** is sinking), **we** may allow some repairs to be undertaken with **our** prior consent,

4.3 If **you** wish to modify the **Boat**, **you** must obtain the Mooring Officer's prior written consent.

5. Moorings:

- 5.1 Tenders are not allowed at the **Mooring**.
- 5.2 **You** must seek planning permission from Leeds City Council before the installation of satellite dishes. Aerials, and satellite dishes with planning permission, over one (1) metre high from the roof of the **Boat** are not allowed on the **Boat**.
- 5.3 **You** must not allow visiting boats to moor up alongside the **Boat** at the **Mooring**.
- 5.4 Fishing at the **Mooring Site** is not permitted. For the avoidance of doubt, this includes fishing from the **Boat**.
- 5.5 **You** must use smokeless fuels only at the **Mooring Site**. Barbeques or fires are not permitted at the **Mooring Site**.
- 5.6 **You, Your** guests and other occupants of the boat must keep pets on a lead at all times whilst at the **Mooring Site** and upon the associated land areas.
- 5.7 **You** must not leave or store anything on the roof of the **Boat** other than essential boating equipment such as gang planks and barge poles.

6. Operating Your Boat:

- 6.1 **You** must use the correct leads and plugs for the bollards provided and maintain the leads and plugs in accordance with the relevant regulations and standards.
- 6.2 **You** must not navigate the **Boat** at the **Mooring** between 22.00 and 07.30am.
- 6.3 When navigating the **Boat** at the **Mooring Site** you must not exceed a speed limit of 2mph.
- 6.4 Refuelling at the **Mooring Site** is not permitted.
- 6.5 **You** must use bio-degradable soaps and detergents on the **Boat**.
- 6.6 **You** must not run the engine(s) of the **Boat** at the **Mooring Site** whilst stationary.
- 6.7 The use of generators is not permitted at the **Mooring Site**.

7. Use of the Facilities:

- 7.1 Washing lines and similar items for drying laundry must not be erected at the **Mooring Site**.
- 7.2 **You, Your** guests and other occupants of the boat should not use the bins on the surrounding land areas for waste generated by **Your** boat on the moorings. All domestic refuse must be disposed of in the appropriate receptacles supplied by the local authority, with specialist waste being removed from site and taken to the appropriate recycler. All pet waste must be disposed of safely and in a similar manner. The store area for **Your** bin is below Magellan House and must be left for collection in the appropriate area noted by the local authority and on the specified day. It is **Your** responsibility to ensure that **Your** bin is stored appropriately in the bin area outside of collection times and domestic items disposed of in it only.

8. General:

- 8.1 **You** must provide **us** with emergency contact details so that **we** can contact **you** or a nominated person(s) at short notice.

Mr Rob Taylor
The Mooring Officer
British Waterways, Yorkshire,
Fearn's Wharf
Neptune Street
Leeds
LS8 9PB
Tel: 0113 281 6860
Mob: 07789 278956
