



**British Waterways**

**Oxford ‘Agenda 21’ mooring agreement**

The Oxford Local Agenda 21 moorings are a unique arrangement, which has come out of a collaboration between British Waterways and the Oxford Boaters’ co-op.

This mooring agreement sets out standard BW legal requirements and certain Agenda 21 ground rules. It represents a commitment from the permit holder and British Waterways to recognise and support the broad ideals of Agenda 21, the international commitment to local communities and the environment made in Rio in 1992.

Oxford boaters form a strong, inclusive and supportive community with a commitment to an ecologically sound lifestyle. To support this, the moorings have the unique feature of being residential but with low services.

It is to be reviewed and, if necessary amended, annually to ensure that it continues to reflect the aspirations of the individual boat owners, the Boaters community, BW and the wider waterway community.

Personal and Boat details

Owner’s name ..... Boat name .....

Owner’s address ..... Index number .....

..... Length of boat .....

..... Boat Safety Certificate No. ....

Your telephone number .....

e-mail address .....

Mooring fee .....

Date of this agreement - 1 January 2010 .....

1. You may moor the craft to which this Mooring Permit relates only on the specifically allocated berth.
2. This agreement will normally be renewed annually but there is no automatic right to the renewal of this agreement or any permit or licence issued in conjunction with this agreement.

What you agree to do

- 3 To display your licence and mooring disc at all times in windows on both sides of the craft.
4. To be responsible for paying all other rates and taxes (such as Council Tax) which are assessed on you, the occupants of the Boat, the Boat or the moorings.
5. To comply with the conditions of any planning permission for the moorings.
6. To comply with all relevant laws, bye-laws or regulations, including section 2 of the Boat Licence and Permit conditions booklet – as issued by us and changed from time to time.
7. Not to use your Boat for purposes related to business without our agreement in writing.
8. To make sure that you lock any security gates at the mooring after you have used them.
11. Not to hang or place anything on any parts of the moorings (not including your Boat) unless we agree to it.
12. Not to alter or add to or deface the moorings in any way.

13. Not to use any electricity generator, including the Boat's engine, or noisy equipment at any official British Waterways mooring, including signed visitor moorings, between 8.00pm and 8.00am where this may cause nuisance to your neighbours on land and water. We do not intend this condition to stop you moving your boat from the moorings.
14. Not to do anything at the moorings which will cause damage or nuisance to any other person or their property.
15. To make sure that the Boat is moored safely. You will make sure that there are mooring ropes at the front and the back and that they are properly attached to mooring rings/stakes.
16. To be responsible for any damage or nuisance caused by other occupants of the Boat or your visitors.
17. To dispose of your rubbish/sanitation in the place(s) provided for the purpose so that it does not become a risk to the health and safety of any person or local wildlife.
18. Not to light fires on the canal bank at the moorings unless you have first obtained permission from us.
19. Only to keep domestic pets at the moorings. To clear up their mess. To keep them under proper control and ensure that they cause no nuisance to any other person, property or local wildlife.
20. To be responsible for any damage or difficulty caused by you or the Boat that is caused by anything you have carelessly done or not done. You will not be responsible for events that are outside your control.

21. Only to park your motor vehicle(s) in the space(s) provided if applicable. Where no parking space is allocated you will be responsible for parking your vehicle(s) where it/they will not cause a nuisance to others, and only with the prior written consent of any landowners if applicable.
22. Not to obstruct the emergency access roads, service roads or service areas.
23. To make sure your visitors only park their motor vehicles in the spaces allocated for them and to make sure that they do not obstruct emergency access roads, the service roads or service areas.
24. To keep the outside of the Boat in reasonable repair.
25. To keep the area around your Boat clean and tidy and not to undertake any major repairs to the craft whilst moored on the moorings which would entail equipment or materials surrounding the area of your Boat.
26. To let us know if you notice any defects in the moorings or the adjoining waterway or premises so that we may act upon the information. This does not impose on you a duty of inspection of our premises.
27. To let us have the moorings back in a clean and tidy condition. You must remove your Boat when this arrangement ends.
28. Not to rent out your Boat or moorings to anyone else without prior written consent from BW.
29. Not to allow any other people exclusive use of the Boat or moorings without prior written consent from BW.

30. Not to use the towpath or adjacent land (owned by BW or others) for anything other than pedestrian access to the Boat (e.g. storage) without the prior consent from BW. All year storage of 2 bicycles, and winter storage of a neat pile of fuel and wheelbarrow is acceptable. The decision of British Waterways as to what is 'neat' will be binding.
31. You agree not to:
  - discharge anything into the waterway from the Boat except unpolluted surface water that drains naturally or water from sinks or showers on board the Boat; or
  - take water from the waterway except for cooling the engine of the Boat.
32. Comply with the Agenda 21 principles as described in Schedule 1 (below).

What you agree BW can do

31. We can go on the moorings at all reasonable times to inspect for defects.
32. We can go on the moorings to do works and repairs. We will give you 14 days' notice in writing of our intention to do the works and tell you what we plan to do. If there is an emergency we may do the works without giving you prior notice. In that case, we will write to you as soon as practical to tell you what the emergency was and what works we have done.
33. We can move the Boat if we need to do any work on or near the moorings or for other reasonable site management or operational purposes. We will give you 14 days' notice in writing, unless there is an emergency. If we do need to move the Boat we will provide you with an alternative mooring. When we move the Boat to do work we will put the Boat back as soon as possible after the work is finished. If you reasonably incur any costs or expenses because we have moved the Boat we will refund them.

34. We can alter or add to the services and facilities provided. We will consult you about changes we propose to make. Before we make any changes we will give you reasonable notice.
35. If the Boat breaks loose from its mooring we may re-moor it. You will be responsible for any damage caused to the Boat or caused by the Boat however this happens except for damage caused by anything we have done carelessly or not done while re-mooring the Boat.

#### What we agree to do

36. We will keep the services and facilities we provide at the moorings clean and repaired. We will replace any equipment that has broken down that cannot be repaired. We will not be breaking our arrangement if the services and facilities temporarily fail or fail for reasons we cannot control.
37. We will send to you Mooring Permits for you to display on each side of your craft.

#### How this Agreement can be ended

38. If you want to leave the moorings and not come back you must give us two month's notice in writing. We will then refund any money you have paid us for any unused part of the mooring fee. You must leave the moorings when the notice runs out.
39. If your mooring fee is not paid within 21 days of the date it is due this agreement will automatically end and you must leave the moorings. If you do not leave the moorings at or before the end of this period BW may move the boat from the moorings.
40. We will write and tell you if we think you have broken this agreement. When we write we will explain how we think you have broken this agreement and explain how we think you can put things right. We will tell you how long you have to put things

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right. This time will be at least 28 days or a longer time if it is reasonable. We may extend the time if you write to us and explain why you need the extra time. If you do not put things right within the time we have given you this agreement will end and you must leave the moorings. If you do not leave the moorings at or before the end of this period BW may move the Boat from the moorings.

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Schedule 1

“Agenda 21 moorings on the Oxford Canal in Oxford City

These moorings were created in order to legitimise and safeguard the way of life which has been developed by the Boaters Community already mooring in the areas covered by the Agenda 21 mooring sites.

The boating community in Oxford is a low impact sustainable community that has created this statement of aspirations and guidelines.

Aspirations;

- Energy and natural resources are used efficiently
- Pollution is limited to levels which a natural system can cope with
- Waste is minimised
- The diversity of nature is valued and protected
- Local distinctiveness and diversity are valued and protected
- Health is promoted by clean, safe and pleasant environments
- People live without fear of personal violence and persecution
- All sections of the community are empowered to participate in decision-making
- A wide range of living styles is accepted
- The existence of environmentally sensitive areas such as vole habitats and the SSSI are respected

Guidelines;

- There are no site-specific services (e.g. mains electricity, water, phone lines, post boxes)
- There is no towpath lighting
- Be aware of generator use. We adhere to the BW regulations and in addition prefer to use solar and wind power where appropriate
- We undertake not to put harmful waste in the canal (i.e. engine oil, ashes). All waste is disposed of appropriately
- We endeavour to share knowledge and skills for environmentally conscious living (i.e. awareness of waste disposal, biodegradable detergent, etc)
- We will continue to meet and discuss relevant issues for our community in an open forum

It is expected that all owners and/or occupiers of Boats on the Agenda 21 moorings will respect and take up these aspirations and abide by these guidelines.”

(Source: Boaters Co-op 2001)

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Signed for BRITISH WATERWAYS ..... BW signatory

Name ..... Date .....

Signed ..... Moorers signature

Name ..... Date .....