

# COOMBESWOOD CANAL TRUST

## Rules and Regulations 2025 - 2026

### 1. MEMBERSHIP

- 1.1 Membership Grades are
- (a) Individual 18+ (and Joint)
  - (b) Individual 66+ (and Joint) in line with state pension
  - (c) Full-time Student
  - (d) Family membership (Children under 18years)
  - (e) Honorary Life Member (awarded by the Governing Council)
- 1.2 Membership fees are paid annually and are due on 1<sup>st</sup> August each year. Membership will be deemed to have lapsed if the fees are not paid by the following 1<sup>st</sup> October.
- 1.3 Boat owners and co-owners **MUST** be members of Coombeswood Canal Trust.
- 1.4 There will be a 6-month probationary period for all moorers.

### 2. MOORINGS

- 2.1 Only one leisure mooring application or leisure mooring is allowed at any one time.
- Residential moorers are also allowed one leisure mooring application or leisure mooring at any one time.
- 2.2 No craft will be allowed within the confines of the land/water which is under the Trusts' jurisdiction without the authority of the Trust. Those with approval must display their boat index number at all times.
- 2.3 Boats moored on Trust property must be insured **at all times** with a minimum third-party cover of £1,000,000. **A COPY OF THE BOATS CURRENT INSURANCE CERTIFICATE MUST BE SUBMITTED TO THE TRUST OFFICE AS SOON AS IT IS RENEWED.**
- (a) To abide by these Rules and Regulations moorers must sign annually at the beginning of August a mooring conditions form. This applies when either renewing the moorings or at the commencement of a new mooring agreement. Mooring fees will not be accepted, and the mooring must be vacated immediately unless the Mooring Conditions form has been signed and handed in at the office.
  - (b) Boats moored on the canal arm **MUST** always display a current Canal and River Trust licence.
  - (c) All craft must display a current CRT licence when they pass through Burton Bridge onto the canal.
  - (d) a current Boat Safety Certificate (BSC) must be held **at all times**. **A COPY OF THE BOATS CURRENT BSS CERTIFICATE MUST BE SUBMITTED TO THE TRUST OFFICE AS SOON AS IT IS RENEWED.**

- (e) Boats being fitted out or refitted must have a boat safety certificate when appropriate.

If a boat fails, the BSS examination the onus remains with the owner to ensure that insurance cover is valid.

Moorers are advised to arrange for a BSS examination at least 2 months prior to the expiry date.

- 2.4.1 Moorings are rented from 1<sup>st</sup> August to 31<sup>st</sup> July of the next year. One calendar months' notice is required in writing to terminate a mooring agreement. The balance of any prepaid fees will be refunded after the mooring has been vacated. If a mooring is relinquished, the boat must vacate TRUST property before the date to which mooring fees have been paid.
- 2.4.2 If a mooring fee has not been paid by one month after the due date (unless there are special circumstances agreed by the Governing Council) then the right to a mooring may be terminated at the discretion of the Governing Council.
- 2.4.3 The mooring fee covers the boat space only.
- 2.5.1 No leisure moorer may stay on their boat or on Trust property overnight for longer than four weeks at any one time and may not return within seven days. The maximum number of nights that a Leisure Moorer may stay on their boat or on Trust property, in any twelve-month period (for clarification this is Mooring/Financial year i.e. 1<sup>st</sup> August through to next 31<sup>st</sup> July) is 90 nights. In exceptional circumstances a request to extend the period must be made in writing to the Governing Council.
- 2.5.2 No boat may be lengthened or shortened and retain its mooring without written approval of the Governing Council. Mooring fees will be adjusted up or down as appropriate.
- 2.5.3 Those who inherit a boat on a mooring rented from the Trust are allowed 6 months to arrange their affairs before removal of the boat provided that mooring fees are paid for the period. If a permanent mooring is required, the normal procedures for a new mooring application will be applied. Where a co-owner wishes to continue the leisure mooring after the 6 months they will need to apply in the usual way
- 2.5.4 No boat may be sold with the benefit of a mooring. No mooring may be sublet.
- 2.5.5 Owners may not hire their boats out from the Basin or Dudley No 2 Canal as leased by Coombeswood Canal Trust.
- 2.5.6 Boats may be moored end on and will be allocated a specific mooring, which may change at the discretion of the Governing Council. Boats must be securely moored when left in the Basin or on the arm. Fenders must be used when boats are moored together. Mooring ropes must terminate on the boat, not left on the towpath to be a hazard.
- 2.5.7 Boats may only be secured to their moorings with rope or fabric ratchet straps. Chain or wire hawsers must not be used.
- 2.5.8 To avoid unnecessary damage to the brickwork and in the interest of safety, engines may only be run with the propeller engaged if the boat is moored with the stern towards the middle of the basin. Engines must only be run between 8.00a.m. and 8.00p.m.

- ... 2.6.1 To promote good relations with other clubs, visiting craft will be allowed to use vacant moorings. Visiting craft may benefit from two nights free mooring per calendar year, the exception being on production of a current valid AWCC membership card, which extends the period to seven days. After that period the visitor may have up to 6 weeks of paid mooring (includes free period) at the current visitor mooring fee. This period may be extended at the discretion of the Governing Council, following a written application from the visitor.
- 2.7.1 The right to move any boat without the owner's permission is vested in the Trusts' authorised representative.
- 2.8 **OWNERS MUST KEEP THEIR BOATS IN A SAFE, SOUND, NEAT AND TIDY CONDITION AND VISIT THEM AT LEAST ONCE EVERY THREE MONTHS.**
- 2.8.1 If an owner has circumstances that make this impossible then they must notify the Governing Council in writing citing reason for being unable to visit their boat together with proposed alternative arrangements. Approval if granted will be confirmed in writing by the Governing Council. Failure to comply with this clause may result in loss of mooring rights.
- 2.8.2 Owners are required to keep the area round/at back of their boats clean and tidy, free of weeds and Wildfowl droppings at all times and to maintain a clear path so that other boat owners may have an unhindered passage to their boats. No gas bottles (full or empty) are to be stored on the bank. This also applies on the hard standing.
- 2.8.3 Power leads must not be left across footpaths and other areas when a boat is unattended (residential boats excepted) unless the Caretaker or a Council member has been informed. A note should be attached to the plug stating the reason for leaving the lead connected. If a boat is left connected to shore power the power lead must either be buried or covered in such a way to prevent people tripping over the cable. The Trust will not be liable in the event of such an accident. Liability will rest with the owner of the offending boat.
- 2.8.4 Craft winding or moving within the mooring shall do so slowly giving due consideration to other craft.
- 2.8.5 Boats must not be left unattended on the water point: this is to be used only for loading/unloading, taking on water, diesel or emptying toilets unless permission has been given by the Duty Caretaker or Moorings Manager for the boat to stay there. Boat toilets must be emptied into the Elsan Disposal Unit.
- 2.8.6 Moorers should act at all times with consideration for other moorers and not cause a nuisance.
- 2.9 **Partnership boats.**
- 2.9.1 All boats owned in partnership must have the partners names recorded in the mooring record. One partner must be nominated to receive all correspondence from the Trust and this partner will also be liable for any charges levied by the Trust.
- 2.9.2 In the event of the named partner relinquishing his or her share of the boat or on the death of the named partner, the mooring rights of the other partners will not be affected. A different partner must then be named to receive all correspondence from the Trust and assume liability for the boat. The Trust must be notified in writing of the new leader of the partnership within 28 days.
- 2.10 **Mooring waiting list and allocation of moorings.**

- (a) Residential, leisure and side on mooring waiting lists are managed by the Governing Council. The lists, including the names of those who wish to be anonymous, are distributed regularly to the Officers of the Trust but will not be available to other members. Each applicant will be informed of their position on the list by email or letter if not on email.
- (b) All persons on either the Leisure, Residential or side on mooring waiting list must renew their interest with the Trust Office between 1<sup>st</sup> and 31<sup>st</sup> January each year, otherwise they will be removed from the list.
- (c) If the person at the top of the waiting list refuses the mooring, they drop down one place on the list, such that if someone lower down the list is awarded the mooring, the person above them who refused the mooring remains in their original position on the list for the next available mooring.

#### **2.11` Residential Moorings.**

- (a) Anyone offered a residential mooring must move onto their boat within 6 months unless there are extenuating circumstances. Details of these circumstances must be submitted to the Governing Council in writing.
- (b) Residents are responsible for registration for local Council Tax and TV licence as appropriate.
- (c) Applicants for residential moorings may be interviewed.
- (d) Residential mooring status is tied intrinsically to the boat. In the event of one person of a couple no longer residing on the boat then the mooring remains wholly with the person that remains resident on the boat. In the event of a residential boat being vacated due to death or other reason and a family member who is joint owner wishes to move on to that boat then they will need to apply for a residential status in the usual way.

### **3. HARDSTANDING & WORK AREA**

- 3.1 Owners wishing to have their boats lifted out of the water or to use the hard standing **MUST** notify the Governing Council in writing, giving at least one months' notice. A space will always be available in case of emergency.
  - (a) All outstanding hard standing charges must be paid before a boat is returned to the water.
  - (b) The **MAXIMUM** period allowed on the hard standing area will be 6 months. Should further time be needed then a request **MUST** be made in writing to the Governing Council for up to a further 6 months.
- 3.2 All work projects on the hard standing must be covered by the owner's insurance and a copy of the insurance certificate be handed into the Trust Office (if not previously on file). New shells may only be built by full Trust members, who have committed to the Trust for more than one year, after seeking permission from the Trusts' Governing Council and must be insured from the date of commencement of work and a copy of the insurance certificate be handed into the Trust Office.
- 3.3 Any boat owner bringing in an outside contractor, must notify the Caretaker in advance of the visit be present to let them in, must remain on site whilst the visitor/contractor is present, and is fully responsible for their conduct and actions during their visit.
- 3.4 Any contractor or officials visiting the Basin/Canal Arm **MUST** sign in and out using the record book in the Clubhouse.

- (a) No external unreasonable work (i.e. welding, grinding, heavy hammering etc) to be carried out between the hours of 8.00p.m. and 8.00a.m.
  - (b) No shot or grit blasting may be carried out on Trust property.
- 3.5 All boats using the Hard Standing in any state of construction must pay the appropriate Hard Standing Fee for the whole of the period that they occupy the hard standing space in addition to their usual mooring fees.
  - (a) Non moorers who book to use the Hard standing are not permitted to live aboard whilst on the hard standing.
  - (b) Non moorers are also subject to the Rules and Regulations relating to visitors and contractors.
  - (c) Non moorers must provide a copy of their insurance certificate to the office.
- 3.6 The work area (either side of the slipway entrance) may be booked in advance with the Caretaker. A list will be kept in the shop. Boats should not be left on the work area if they are not being worked on and will be removed if the space is required.
- 4.0 **SLIPWAY**
- 4.1 A Slipway application form, available from the shop or the Trust website must be completed for insurance purposes by Moorers and Outsiders and a deposit paid at the time of booking, including signing that they have read the Health and Safety instruction sheet printed on the application form. All rules and mooring regulations of the Trust must be observed, and all instructions given by the Trust's representative must be obeyed. Failure to do so will result in the operation being aborted and future applications to use the slipway may be refused.
- 4.2 Only the Trusts' representative may operate the winch – all persons other than those helping with slipway operation must keep clear of the slipway area while the slipway machinery is in use,
- 4.3 Once the boat is positioned under the slipway roof then use of the area is entirely at the owner's risk and they must take notice of the safety warnings. Any damage to their boat, property or injury to themselves is their own responsibility.
- 5.0 **TRUST LAND**
- 5.1 The maximum speed limit on site is 5 m.p.h. All vehicles must use the designated parking spaces and be parked so as not to cause an obstruction.
- 5.2 When out cruising a maximum of two vehicles per boat are permitted to be parked on site. The visitor will need to pay as per our current charging fees.
- 5.3
  - (a) A note should be placed in the windscreen as to who the owner is and the boat that they are out on.
  - (b) Please park, if possible, on the back row of the car park.
  - (c) Do not block the meter cupboards or cause obstruction to others.
  - (d) Please leave one of your spare car keys (including your guest, if applicable) in an envelope, with the caretaker including the date of your return, together with your contact details.
  - (e) If you are not able to return during shop opening hours, please ring the shop or office to make alternative arrangements for your keys.

- 5.4 Children must be properly supervised at all times by their parents or guardian.
- 5.5 Pets must be kept under control at all times; dogs must be kept on leads and dog owners must clean up after their pets. Dog faeces must be bagged and binned.
- 5.6 Feeding of WATERFOWL is not permitted anywhere on site (Basin or Arm).
- 5.7 The Trust's land shall not be used for any purpose other than access to and from boats and the facilities provided by the Trust.
- 5.8 A maximum of 2 Entrance Gate keys may be issued to each boat. There will be a refundable deposit for each key required. If for any reason an extra key or keys is required, the request must be made in writing, to the Governing Council.

**KEYS TO HAWNE BASIN REMAIN THE PROPERTY OF THE TRUST AND MUST BE RETURNED WHEN A MOORING IS RELINQUISHED**

- 5.9 Key Holders **MUST NOT** relinquish their gate key to any other person for any reason whatsoever. If it is necessary for someone to enter the site in the absence of the key holder, they should ring the gate bell to gain admission (refer to 3.3 re contractors).

**To avoid embarrassment, please let the Mooring Officer or Caretaker know in advance if someone else is to enter and use your boat.**

**5.10 Residents Shed**

- (a) Residents are allowed one single storey shed of wooden construction, 8 feet x 8 feet maximum dimension on a concrete slab base.
- (b) When a resident leaves, the shed must be removed within one month or the shed and its contents will become the property of the Trust.
- (c) The Trust will not reimburse the resident for the cost of the shed. Ownership of a shed may only be transferred to the new resident.

**5.11 VOLUNTEERING**

- (a) CCT relies on our members helping by volunteering around the site to carry out maintenance, gardening, help in the shop, bar and kitchen, assisting with slipway etc. In fact, we NEED your help to keep CCT going forward.
- (b) If you require a job, please refer to the list of jobs on the Notice Board under the veranda or discuss with the Caretaker.
- (c) All work to be recorded in the hardback book in the Cabin. (required for Charity Commission purposes)

**6.0 INJURY, LOSS OR DAMAGE**

- 6.1 The Trust will not be liable for any personal injury or death or any damage whatsoever to any property, real or personal, except where due to negligence, omission or default of the Trust.

**7.0 CONTRAVENTION OF RULES AND REGULATIONS**

- 7.1 Contravention of these regulations may result in loss of membership and/or mooring rights, all such matters will be dealt with under the Trust's Disciplinary Procedure.
- 7.2 If any Trust member or moorer engages in any course of action or behaviour that may, cause a nuisance of any kind to other members and/or moorers, they will be dealt with under the Disciplinary Procedure.

- 7.3 Moorers and members of the Trust should be mindful of the implications of the laws relating to slander and libel when engaging with social media or making any other publication.
- 7.4 Any action deemed to have the effect of bringing the Trust into disrepute will be dealt with under the Disciplinary Procedure.

The term “Trust” shall mean Coombeswood Canal Trust

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The terms “Owner” and “Moorer” shall mean the owner of the boat concerned or the person in charge of or in control of the boat for the time being.

The term “BSS” refers to the Boat Safety Scheme

These rules and regulations replace all previous versions. Dated July 2025