

## **NETWORK ACCESS AGREEMENT FOR MARINAS AND OFF LINE MOORINGS**

### **SUMMARY OF MAIN TERMS**

- Is granted under the provisions of Section 43 Transport Act 1962.
- The purpose of the NAA is to authorise connection to our waterway network and to charge marina operators for BW services facilities including the impoundment, supply and re-supply of water to enable navigation between the marina and the waterway and within the marina.
- It deals with other issues such as entry upon and access across BW land and other statutory rights and powers.
- Lasts for a period of 150 years from a date that anticipates the date of connection.
- Has to be completed before you begin any works affecting BW. (see Application Process).
- Has a start date that will be agreed between the parties and will be the anticipated date of the physical connection to the network.
- If the physical connection to the network is delayed the phasing in of payments will not be deferred. Conversely if the physical connection is achieved earlier than planned the phasing will not be brought forward so there is a financial incentive in completing the connection to the network as soon as possible.
- Specifies an agreed gross mooring capacity in metres which can only be changed by mutual agreement.
- Has a standard payment to BW of 9% of the gross mooring capacity multiplied by the mooring rate (net of VAT) charged at the marina. This will be paid by equal 3 monthly payments in advance. It will be reviewed annually to reflect any increases in the marina mooring rate. Interest is payable on late payments.
- The payment will be phased in as follows. 1<sup>st</sup> year no payment, 2<sup>nd</sup> year 50% capacity, 3<sup>rd</sup> year 100% capacity.
  
- Is transferable to another party who is the freehold owner or head lessee of the whole marina with BW consent (such consent not be unreasonably withheld or delayed).
- Requires the operator to construct and keep the marina and connection to the canal in good and watertight repair and to be properly dredged.
- Gives BW the right to enter the marina to carry out inspections and testing relating to the marina basin and effect of the marina on the waterway.
- Prohibits any taking of water from the marina or waterway.
- Prohibits the discharge of anything into the marina or waterway without BW consent. If at the design stage the marina or the waterway is seen to offer the best solution to disposing of surface water from the marina's land and buildings this will be assessed by our engineers and if the waterway can accommodate the flows a separate agreement will be granted but no additional charge will be made.
- Requires the marina operator not to allow any boat to be moored in the marina which does not have a current valid BW pleasure boat licence, to keep records of the

owners of all boats in the marina and to allow BW to have access to the marina to inspect boats and these records. This is to assist us in minimising licence evasion which is in everyone's interest.

- Gives BW step in rights in case of default and to seal off the access if necessary in order to protect the waterway and allow for de watering of the waterway for maintenance purposes. This should also preserve water levels in the marina while the waterway is de watered.
- Contains dispute resolution provisions.