

Broads Authority Hire Boat Operator Licensing Conditions

This document sets out the Hire Boat Operator Conditions that need to be satisfied if a licence is to be granted by the Broads Authority. The licence will be issued under Section 94 of the Public Health Acts Amendment Act 1907 and Section 40 of the Broads Authority Act 2009. Each licence will enable the operator to let for hire, or use for carrying passengers for hire, the vessels listed in a Schedule. Attention is drawn throughout to the attached hire boat operator notes for guidance.

In this Licence the following definitions apply:

“the Authority” means the Broads Authority

“the Operator” means the person or body named above

“the Vessel” means any vessel listed in the Schedule

“Skipper” means the person identified at the time of the hire as the person to have command of the Vessel during the period of hire.

The Conditions

1. (a) Each Vessel is licensed to carry the number of persons indicated against the Vessel in the Schedule.

(b) The number of persons that the Vessel is licensed to carry must be conspicuously displayed on the Vessel using a notice or notices provided by the Authority.

(c) A Vessel must not carry any number of persons in excess of that permitted by this Licence.
2. The Operator must hold and maintain throughout the period of this Licence

(a) current Public Liability insurance cover with a minimum indemnity of two million pounds.

(b) The Operator must, when required by the Authority to do so, make a self-declaration regarding this insurance in relation to any Vessel.
3. The Operator must not cause or permit any Vessel to be let for hire in weather conditions which, at the time of the commencement of the hire, are likely to pose a threat to the safety of those on board the Vessel.
4. The Operator must not hire any Vessel which is mechanically powered to any persons under 16 years of age.

5. The Operator must not hire any Vessel to any person or persons who are or appear to be under the influence of alcohol or drugs at the time of the commencement of the hire.
6. (a) The Operator must on a regular basis carry out a suitable and sufficient assessment of the risks associated with the activity of hiring vessels. The frequency of this assessment will depend on the nature of the risk but must be no less frequently than annually.

(b) The Operator must promptly act upon the findings of any such assessment where a risk is identified.

(c) The Operator must ensure that these assessments are fully documented and readily accessible for inspection by an authorised representative of the Authority.
7. The Operator must keep proper records which show:
 - (a) When any Vessel has been hired out.
 - (b) The number of persons carried and details of the lead member of the party.
 - (c) The expected time of return.
 - (d) The emergency procedures to be implemented on the failure of a Vessel to return.
8. The Operator must make available for inspection, to any person authorised by the Authority for this purpose, any records required by this Licence.
9. (a) The Operator must ensure that before using a Vessel the Skipper is given:
 - (i) An appropriate briefing in accordance with British Marine Federation (BMF)/Association of Inland Navigation Authorities (AINA) /Maritime and Coastguard Agency (MCA) Code for the Design and Construction and Operation of Hire Boats, Part 1, Section 5.2 Handover Procedures (September 2009) (or as subsequently amended).
 - (ii) A proper demonstration on how to fit, wear and use the buoyancy aids or lifejackets provided with the Vessel.
 - (iii) An instruction to advise those on board the Vessel in the use of the buoyancy aids or lifejackets.
(b) The Operator must record in writing and retain details of all briefings, demonstrations and instructions given under paragraph 9 (a).

(c) The Authority will be entitled to carry out sample audits of the handover arrangements referred to in paragraph 9 (a).

10. If any changes occur in the ownership or particulars of any Vessel during the term the Licence, the Operator must give written notice of such change(s) to the Authority within 14 days of the change(s).
11. (a) The Operator must report to the Broads Authority, in writing, and as soon as is reasonably practicable, (and in any case within seventy-two hours of the Operator becoming aware of it), the occurrence of any accident involving the Vessel.

(b) For the purposes of paragraph 11(a), an accident means an incident resulting in loss of life, or major injury, or serious damage to property or another vessel, or involves:
 - (i) Explosion
 - (ii) Fire
 - (iii) Capsize of a power-driven craft or boat, or
 - (iv) Pollution causing significant harm to the environment
(c) For the purposes of paragraph 11(b) 'major injury' means:
 - (i) any fracture, other than to a finger, thumb or toe
 - (ii) any loss of a limb or part of a limb
 - (iii) dislocation of the shoulder, hip, knee or spine
 - (iv) loss of sight, whether temporary or permanent
 - (v) penetrating injury to the eye
 - (vi) any other injury leading to hypothermia or unconsciousness
 - (vii) any other injury requiring resuscitation
 - (viii) any other injury requiring admittance to a hospital or other medical facility as an inpatient for more than 24 hours
12. This Licence must not be altered, damaged or defaced in any way.
13. This Licence or a true copy of it may be displayed for public view at the premises from which any Vessel is hired but must be removed from public display in the event that it is suspended, renewed or has expired.
14. The Authority may suspend or revoke this Licence in the event of any breach of any of these conditions if the Authority considers it is necessary or desirable in the interests of the public.
15. This Licence must be returned to the Authority within 7 days if:

- (a) The Operator has ceased the activity for which the Licence has been granted, or
 - (b) The Authority has revoked the Licence.
16. This Licence will remain in force, unless previously suspended or revoked, for a maximum period of one tolls year 1 April – 31 March following year.
17. The Licence is personal to the Operator and is not transferable except with the written permission of the Authority.
18. The Authority reserves the right to modify, alter, revoke or add to these conditions, should it be necessary or desirable in the interests of the public to do so. Such variations will have effect as and when specified by the Authority.