

Putting Pilot Voluntary Canoe Access Agreements in Place

Final Report

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1 Introduction

Many canoeists feel strongly that the extent and permanency of access to inland water for recreation is inadequate, which often leads to tension and conflict between different user groups, particularly anglers and canoeists. Canoe representatives publicly state that their demand for greater access can only be addressed through statutory rights of navigation, while those controlling the access argue that suitable voluntary and market-based mechanisms already exist. Our earlier feasibility study of four rivers in England (the Mersey, Teme, Waveney and Wear) suggested that providing additional access to rivers can be achieved through voluntary arrangements, although the existing advice and guidance on negotiating voluntary agreements is insufficient to support the processes involved.

In accepting the findings of the feasibility study, The Minister for Rural Affairs and Local Environmental Quality invited the Environment Agency to implement agreements on the four case study rivers, to:

- Demonstrate the processes involved in negotiating voluntary agreements for significant new lengths of waterway;
- Develop a ‘tool kit’ to support the negotiation of more agreements in the future; and
- Determine, in cases where negotiation fails, why this is the case and whether there are ways of overcoming these issues in the future.

This report addresses these three requests with respect to the sections of the four rivers identified in the feasibility study:

River Mersey

1. Ford Road, Stockport, to Northenden Weir (9km)
2. Northenden Weir to Trafford Water Park (7km)
3. Trafford Water Park to Little Ees Lane, Ashton-upon-Mersey (4km)
4. Little Ees Lane to Carrington (8km)

All negotiated March 2006.

River Teme

Linney Recreation Ground to Case Mill Weir, Ludlow (2kms)

All negotiated by July 2006.

River Waveney

1. Shotford Bridge to Bungay (A143 crossing; Broads Authority border) 17kms
2. Bungay Loop (A143 to Bungay Staithe) 6kms
3. Bungay Staithe to Geldeston Lock 8kms

4. Scole to Shotford Bridge, 13kms

Sections 1 and 2 completed December 2005; 5km of section 3 (Bungay Staithe to Ellingham), and 5km of section 4 (Brockdish to Shotford Bridge) completed by March 2006

River Wear

1. Durham Loop: Shincliffe Bridge to The Sands, Durham (5kms)

2. The Sands to Finchale Priory (8kms)

3. Sunderland Bridge to Shincliffe Bridge, upstream of Durham (7kms)

Section 1 negotiated by May 2006, awaiting formal consent from a number of owners. 4km of section 3 negotiated by September 2006

Total Length of new access agreement

River Mersey: 28km

River Teme: 2km

River Waveney: 33km

River Wear: 9km

Total: 72 km

Note: full details and maps of the case study rivers can be found in the Appendices

2 Approach to Negotiating the Agreements

2.1 The Critical Path to the Agreement

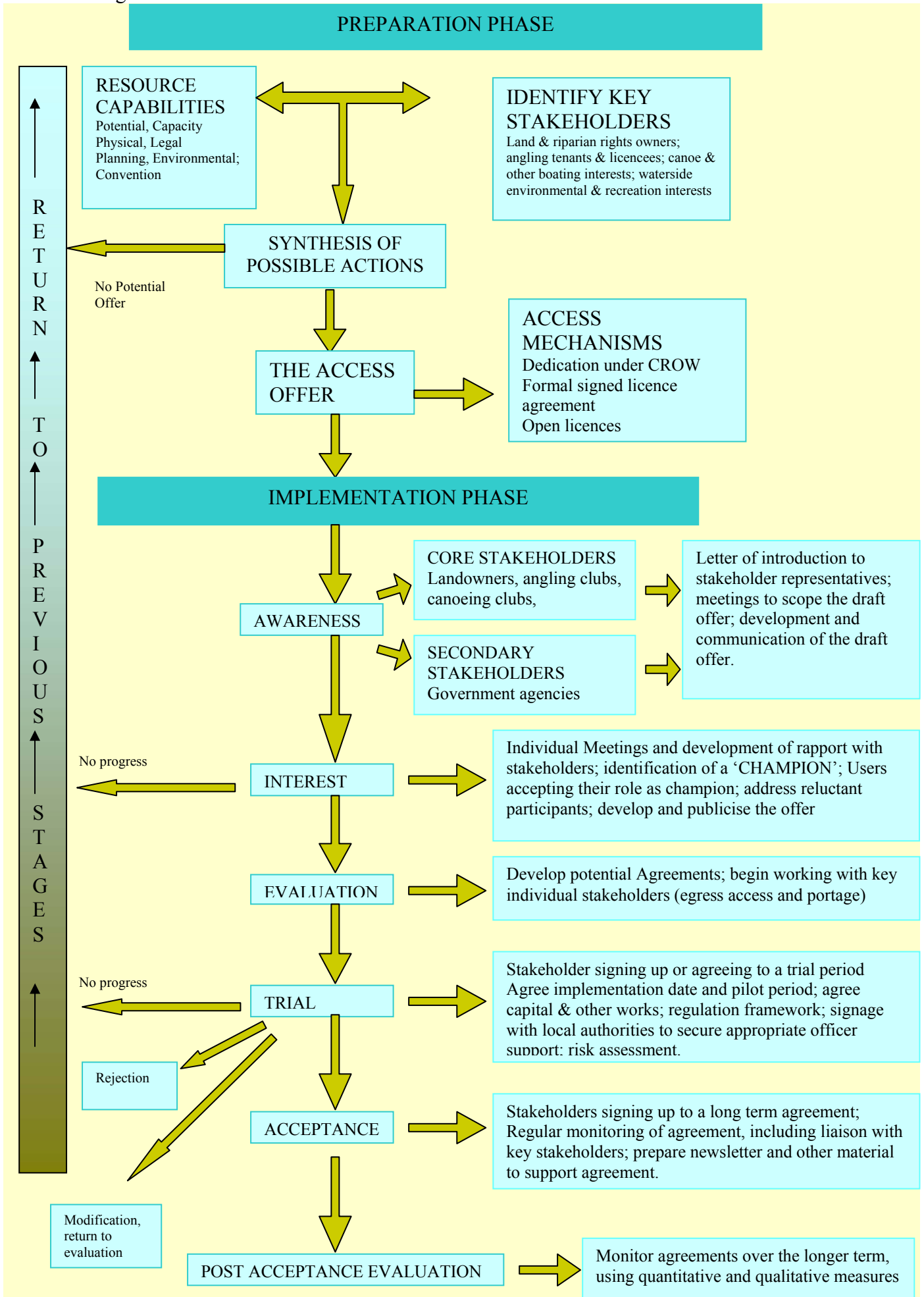
In common with the introduction of any new idea, service or product, implementation of the canoe agreements depended upon developing a set of conditions acceptable to all key stakeholders, and generating a suitable environment to encourage their adoption and implementation. The two primary tools developed to aid this process were:

- the **‘offer’ model**: an analysis of the advantages and disadvantages of a canoe agreement to all stakeholders, to establish the common denominator conditions and clauses necessary for an agreement to be acceptable (Appendix A); and
- the **agreement adoption process**: an application of the well established marketing construct of the product adoption process, whereby a series of discrete steps are taken to introduce a new product or service to the market (Appendix B).

These two tools were incorporated in a critical path framework to develop an overall model of the approach to be taken in negotiating the agreements (see Figure 2.1). As the critical pathway shows, the offer model is the culmination of the preparatory phase of the work, which is based on data collection and analysis, while the adoption process provides the frame for the implementation phase. The significance of the critical path lies in identifying a discrete series of stages that have to be completed before progress to the next stage is possible.

In addition to the overall framework, we developed a number of interventions that provide guidance, advice or information on addressing each of the stages. These interventions (‘tools’) can be found in ‘Toolbox’, which is available as a separate document.

Figure 2.1 CRITICAL PATH FRAMEWORK



2.2 Preparation Phase

The preparation phase consists of two principal tasks: identifying the capacity of the resource and its potential for canoeing; and identifying current stakeholders (principally users, rights owners and local officials and representatives).

2.2.1 Resource Capability

Once a river has been identified, local research involves a review of secondary data available, drawn from published guides, Internet sites, published and unpublished policy documents, tourism/leisure guides and local/regional media publications. The data can be used to establish the physical characteristics of the water, its recreational (especially canoeing) capacity, and the local policy context. Of course, the river and hence the information will be specific, but the following pieces of information are relevant to an assessment of the context of canoeing and access. In some cases related policy initiatives may vary (for example, social inclusion initiatives may be stronger in urban areas and environmental designations and initiatives will vary). Specific information, guidance and resources are given in the Toolbox.

The following issues were of particular importance in the case study rivers:

- Physical capacity to gain access to the river from public rights of way or over private land that is accessible from a highway. The law relating to public rights of way is clear that such rights do not include access to adjacent land, nor do they permit access with a canoe. However, where there is physical accessibility from land into the river, there is potential to negotiate with the landowner to achieve a legal access point. This is particularly important on rivers in rural areas where the number of points at which a highway or right of way crosses a river may be very few (the upstream end of the Waveney and the Wear downstream of Durham are examples).
- The physical capacity of the river to sustain canoe use. This is usually in terms of the depth of water, but it may also relate to the usable width of the river at low flow levels. Exceptionally, this may also relate to the impact of high or spate waters. Most rivers become shallower in the summer months and stretches may become impassable, even for canoes. In these circumstances, damage can be done to the riverbed through contact with paddles, or by canoeists walking and towing their canoes. Damage can also be done to weirs and other structures in low water. All the case study rivers are affected by low water. Overhanging trees and other vegetation can also impact on use and can be very difficult and expensive to remove.
- The presence of obstructions, such as weirs and sluices. Most rivers have structures built to manage water flow. These either have to be shot (going over them in a canoe), or they have to be portaged around. All such structures represent risks to canoeists. In some water conditions, some canoeists may feel competent to shoot some weirs. In other cases the weirs may be too dangerous under any conditions. In general, it is desirable to have portages around all weirs and sluices, allowing canoeists the option of getting out of the river and walking around the structure. This can present both physical and

legal challenges, particularly as many weirs are adjacent to mill houses that have now become desirable (and expensive) private residences whose owners are not keen to have canoeists walking across their property. In cases where portages are not practical or legally available, it may be possible to attach a canoe pass to the lip of the weir or sluice, to help canoeists shoot the weir without getting out to portage.

- Environmental and biodiversity considerations. There are many such issues to consider on most rivers. For example, otters are coming back on many rivers and there is a concern that their return will be hampered by heavy recreational use of rivers. However, there is no evidence that daytime use by canoes has a detrimental impact. Similarly, there is a concern that sand martin nests in the banks of some rivers could be disturbed. Anglers also express concerns that fish stocks could be diminished by canoe activity, especially if canoes or paddles come into contact with the riverbed. Despite these and other concerns, English Nature officers feel that canoes, in moderation, have little detrimental impact on most riverine environments, and may be the least intrusive way in which to move through some fragile landscapes.

2.2.2 *Identifying Stakeholders*

It is often claimed that the biggest constraint to negotiating agreements is the difficulty involved in identifying who the relevant land and riparian rights owners are (see, for example, the claims made in *The Times*, 2nd May 2006, p22). It is certainly the case that there is not yet an exhaustive register of interests in land, although even in rural areas land registration now extends to all interests that are sold or otherwise registered. In urban areas, in contrast, there is now increasingly good land registry coverage, particularly as land near rivers is reclaimed and redeveloped. Even where there is no information available from the Land Registry, there are often other means of finding landowner information. These include searches of planning applications, which are now usually on line and grid referenced, searches of local newspapers and the internet and, crucially, information provided by anglers, who tend to have very good records of land and riparian rights owners adjacent to the rivers that they fish or would like to fish. Word of mouth is also a good source of information, with neighbours often willing to provide details of other landowners that they know locally. However, the key to identifying stakeholders is to tailor the search to the particular type of stakeholder in question:

Farmers and rural landowners

Many owners and occupiers of land in rural areas belong to the National Farmers' Union or the Country Land and Business Association, both of which are organised on a regional basis. However, while it is easy to contact regional offices of these organisations, and these offices are often willing to distribute information to their members, it is very rare for the individual landowners and farmers to identify themselves and follow up information sent, and few appear to remember being sent the information in this way (see implementation phase below). Thus, contact with these owners has to be made individually, initially using information from local land

agents, anglers and others to build a picture of land ownership and occupation adjacent to a river. While it was time-consuming in the current work, it is clear – as countless anglers demonstrated - that dossiers can be built up over time to give a comprehensive picture of landownership in any given area.

Householders

The freehold interest in many private houses is now registered, as a result of recent sales. Planning registers are also useful sources of information, since those who have not recently moved to a new house often seek to extend or convert their existing house. Information from these sources can be supplemented by reference to the electoral role and by conversations with neighbours. Where all these sources do not yield names, it is easy enough to identify the actual houses and address letters to the occupiers. Private householders tend to be very good at responding to this type of approach.

Local and public authorities

All government bodies hold inventories of their ownership of interests in land and property. However, the quality of these inventories varies considerably. In some cases there are comprehensive maps and estate terriers that provide detailed information. In others the extent of property boundaries can be unclear, particularly where there have been administrative boundary changes (many local authorities) or the division or amalgamation of public bodies (division of the National Rivers Authority, for example). There seem to be particular issues about the extent of ownership in connection with railway tracks and major roads, often because the original transfers happened some time ago. An additional problem when dealing with local authorities is to establish how their land is held: in some cases all land is held centrally, by a property department, while in others it can be owned by individual departments (typically education, recreation, highways, estates, countryside). In the latter case the authority has effectively to be treated as a number of largely discrete owners, which can become more complex if there are tenancy arrangements between departments.

Commercial and industrial premises

The occupation of commercial and industrial premises happens under a lot of legal arrangements (freehold and leasehold interests, licences, etc), many of which are not understood by the occupier. There are also often agents involved, who represent (often absentee) freehold owners who let to a number of occupiers. There is thus a major investigative job to discover the precise nature of the property arrangements at any given commercial or industrial site. In addition, the ownership of rented commercial and industrial property tends to change more frequently than in the case of owner-occupation, particularly in run-down industrial areas where the local authority is keen to promote regeneration (Stockport, at the start of the Mersey, is a good example of this). One effective way to track down the rights owners in such situations is to follow up 'for sale' and 'to let' signs, which often lead to agents who are willing

to contact the freehold owners. However, keeping abreast of ownership changes does involve continual monitoring.

Vacant land

While it is a legal convention that the freehold of all land is vested in someone, it is clear from the case studies that some freeholds have effectively become detached from the land. This is particularly the case with disused industrial land, where the freeholder may have long since ceased trading. Our work suggests, however, that the biggest source of legally-vacant land is likely to be old public services, especially the railways and utilities. However, it has not been possible to verify this position in the timescale of the current project.

Angling Interests

It is well established that many angling clubs purchase property rights in order to secure their fishing. In the main these consist of tenancies and licences, although many clubs also purchase freeholds when they become available. Ownership of these interests gives these clubs considerable power over the use of the river. However, it is equally the case that many clubs claim to (or believe that they) have greater rights than they actually do.

Non-owner stakeholders

In addition to the owners of property interests in the rivers, there are many others who have a stake or other interest in the occupation and use of the water. These certainly include a number of government agencies, especially the Environment Agency and English Nature and regional bodies such as the development agencies. There are also local and regional conservation, wildlife and community groups that take an interest in the water, as do user groups and user representatives. In few cases do the structures of these groups and representatives remain the same in all regions, meaning that research is necessary to establish the appropriate groups relating to each river.

Overall Picture

Identifying stakeholders is extremely time consuming if starting from scratch, and can appear an insurmountable problem. However, as most angling clubs demonstrate, the accumulation of landowner knowledge over time is possible, although it requires diligence. While it is certainly the case that the ownership of some property interests is hard to establish, most owners are willing to come forward, particularly if there are issues concerning unauthorised use of their property or, increasingly, if there is a potential commercial angle to be exploited.

2.2.3 Synthesis of Possible Actions

On the basis of the physical, environment and social capacity of the river and the structure of property interests, it is possible to synthesise the potential for a canoe agreement to be developed. As the critical path illustrates, the constraints may be such that there is no reasonable prospect of finding a workable solution. This could arise because of environmental considerations (the pearl mussels on a tributary of the River Teme, for example), or it could be because the river is not physically suited for canoeing, due to width, depth, access or structure-based constraints. In most cases, however, there is likely to be some potential to negotiate a canoe agreement on some parts of the river at some times of the day, season or year. The key determinants of the 'offer' will be the current level and type of use, and its economic and social return to the property rights holders, the pressure for canoe and other recreational use, the land and riparian rights structure and the broader economic and social climate.

On some rivers these factors may combine to suggest that the 'offer' is largely unrestricted canoeing at all times of the year. The conditions in which this is likely include a lack of intense angling activity (either because the river is unsuitable, or there are better rivers close by), a river of sufficient width and depth to facilitate dual or multiple use, and an ownership structure inclined towards inclusivity (often local authorities, for example). A similar offer may be suitable for a river with most of these attributes if the anticipated canoe activity is relatively small, or is likely to be concentrated in parts of the river. The Mersey is an example of the former of these, where the size of the river, its ownership and its lack of established angling use make it ideal for largely unrestricted canoe use (although recognising that conditions could change, particularly with regard to angling). The Waveney is an example of the latter, since the relatively low level of canoe use, combined with an apparent culture of co-operation, suggests that canoeing can be sustained for most of the year, on most parts of the river, subject to environmental, angling and other safeguards.

On other rivers it may be apparent that the offer will be more restricted. This is likely to be because of the water conditions in the river, the pattern of current (angling) use, or the proximity of private residences that do not want canoe disturbance every day. Under these conditions, the offer could amount to seasonal canoeing only, or to certain times and days of the week, or to certain days in the year. While being restrictive, the idea here is that the 'offer' should establish the boundaries of what seems achievable given the physical conditions and stakeholder attitudes and culture. This is not to say that it will actually be acceptable to all involved, but it should reflect the type of position from which to commence negotiations.

In addition to these broad positions, it may also be the case that the offer includes financial and other caveats. In some cases it may be necessary to consider the commercial potential of canoeing, especially if landowners and farmers are involved and may possibly stand to lose some fishing income. Rather than income, it may be that riparian owners need to find sources of capital and revenue funding to maintain their stretch of the river. This could be in terms of bank, weir or bridge maintenance and renovation, or it could relate to ancillary structures such as boathouses. In such cases it may be that there is an expectation on users to pay, at least for access to the river. In others it may be that a formal canoe agreement is a precursor to applying for

grant aid from the Lottery or other sources of funds. Such requirements will each influence the way in which the offer is developed.

Once all these considerations have been taken into account, the most appropriate forms of legal arrangement need to be considered. There are three broad categories of arrangement that can be used for a canoe agreement:

- An open licence allowing canoeing by anyone who abides by the terms and conditions of the licence. There can be a single licence offered by all the rights holders jointly or, more commonly, individual licences offered separately by each rights owner. The licences can be written and signed, or they can be inferred from the general terms and conditions set out for canoe use of a river;
- A formal licence arrangement between a landowner or landowners and a named canoe club, covering use of the river by that club alone, according to the terms of the licence. While the land rights normally reside with the landowners, it is possible for such an agreement to constitute a tenancy in which the riparian rights are transferred to the canoe club for the duration of the agreement. This arrangement is similar to many fishing agreements, and works well for discrete sections of water where the canoe club can reasonably be expected to manage the resource. However, few rivers would meet this requirement since it would be possible for outsiders to canoe into the agreement section. However, such an arrangement may be appropriate for bank side facilities such as car parks and changing rooms;
- Dedication under s16 of the Countryside and Rights of Way Act 2000. Under s16 it is possible to dedicate land as access land under the Act. This can include access to water by non-powered watercraft. Apart from ensuring access in perpetuity along the river, dedication has the effect of reducing occupier liability. As such, dedication appeals to landowners who do not wish to be involved in the day-to-day management of their rivers, and to landowners whose primary responsibilities include provision for social benefits such as public access and enjoyment.

An individual canoe agreement can encompass one or more of these arrangements as long as the overall terms and conditions and code of conduct are appropriate to each of the arrangements. This applies particularly in the case of dedication, where the provisions are set out in the Act and cannot be varied. There are powers in the CROW Act for access to be restricted or excluded in defined circumstances. In general, the more restrictive the potential canoe agreement, the more likely it is to tend towards a formal licence arrangement, although it could remain open to all canoeists.

In addition to the arrangements for access along a river, provision may also need to be made for gaining access to the river. While there may be existing provision, it may be necessary to negotiate new access, either from private land or from existing public rights of way. This can be done permissively, or by Dedication under the Highways Act 1980.

2.3 Implementation Phase

The implementation phase is set out in Figure 2.1, the critic path framework. It reflects conventional marketing practice when introducing a new product or service to the market, to the extent that it is based on an understanding that people's requirements for information change as they become more familiar with the new product or service. The process for implementing the canoe agreements was predicated on this assumption. This process consists of six stages:

- Awareness
- Interest
- Evaluation
- Trial
- Acceptance
- Post-acceptance evaluation

Awareness

In the awareness stage, individual landowners and occupiers need to be made aware that a proposed canoe agreement is under consideration. This is a difficult part of the process, because it is important to ensure that rights owners do not feel that they are being undermined, while also keeping other core stakeholders informed, even if they do not have a rights-based stake in the proposals. Management of the flow of information is vital at this stage since no one is likely to have much idea about what is involved. Poor information management could lead to some landowners and stakeholders becoming concerned at the potential infringement of their power and freedoms. Equally, downplaying the significance of the agreements can lead to stakeholders failing to connect with the project, leaving them indifferent about seeking more information.

It is at this stage, in particular, that much misinformation can arise that can be difficult to counter later in the implementation phase. For example, rumours about the new demand that a canoe agreement might generate can remain in stakeholders' minds regardless of the actual evidence available (yet catering for new demand may be a prime concern or opportunity for many larger landowners, and may be critical to the interest generated in local authorities and other public bodies). Equally, it is important to understand that some stakeholders will accord no significance to the proposal, leaving them seemingly unaware and ill-prepared when they are later introduced to the detail agreement.

A key consideration in making stakeholders aware is how to address national, regional and local political and administrative requirements and priorities. While national political policy and Ministerial endorsement may be important in getting initial backing for the work, there is little evidence that it is a major concern at the local level, unless there is a perception that the work is part of a broader agenda. Thus, landowners, farmers and anglers, for example, were concerned by the potential linkage between their attitude to voluntary agreements and any future decision on extending access legislation. In contrast, local political agendas and delivery targets are highly important for local government, meaning that the credence given to

external initiatives such as a potential canoe agreement depend in large part on their relevance to extant local issues, policies and agreed work programmes. Similarly, commercial property owners, including the utility companies, tend to measure their response to new initiatives in terms of the commercial opportunities that may present themselves.

It is possible that additional rights owners will become apparent at this stage, and provision should be made to continue checking that all appropriate rights holders are approached at this time.

Interest

Stakeholders enter the interest stage when they are motivated to get specific information about the proposed agreement. Invitations to meetings can act as a catalyst for this process, as can other forms of communication. Equally, there are different levels of interest, and different reasons for seeking more information. It is important at this stage to be able to identify those who express a particular interest, either positively (they may have the capacity to take on the role of champion), or negatively (their concerns need to be understood and addressed before they become entrenched in their opposition).

In the local public sector, interest to get additional information is largely a function of political expediency. For example, a new initiative will be followed up if it offers potential to address current political priorities, or if there is sufficient lobbying of local councillors to encourage them to bring it into the political arena. In these cases, the level of interest is determined by the need to prepare reports for senior officers or elected members in order to gain a mandate to undertake development and implementation of the proposed schemes or projects. In less bureaucratic environments the level of interest displayed by an individual is more directly related to their own views, values and inclination towards the proposed scheme.

Evaluation

In generic product adoption terms, the evaluation stage occurs when individuals consider the extent to which a new product will meet their specific needs. In the case of canoe agreements, this stage will involve stakeholders determining the extent to which they are likely to be affected by the new provisions. There are several levels to this: what might be the impact of allowing canoeing on the river; are there accessibility opportunities that mean that canoeists might want access over land to reach the river; are there structures or obstructions that might require remediation or portage; what will other users think about allowing canoeing; what financial and other implications might there be in allowing canoeing? The types of issues that each stakeholder needs to evaluate may be different, but evaluation itself will need to be based on firm proposals about the type of canoe agreement envisaged, which requires development and articulation of the offer developed during the preparation phase and (probably) modified during the initial stages of implementation. It also requires that a full risk assessment is undertaken to identify the capital and other works required to implement the agreement, with an assessment being made at the end of this stage

about whether stakeholder evaluation is sufficiently positive to warrant this investment.

Trial

Assuming that stakeholder evaluation had been sufficiently positive to justify the improvements, signage and other works required, the trial stage would be where the agreement was first encountered, demonstrated or tested. While most products can be market tested in a limited way, trial of a canoe agreement involves encouraging stakeholders to sign up to a pilot study in which the river is opened for canoe access on the terms set out in the agreement. This is a costly stage to undertake, for the capital and revenue works must have been completed (also the risk assessment on which these were based), and maps and codes must have been printed and distributed, together with signage and other accommodation works. And the trial may last for as little as one year if there are problems in implementing the agreement in the manner set out by the owners and stakeholders. In some agreements it may be possible to allow for an initial trial followed automatically by implementation unless one or more of the parties does not wish the agreement to proceed.

Acceptance

Individual stakeholders move into the acceptance stage when they give their commitment to the scheme.

Post-acceptance Evaluation

Following the acceptance stage, most stakeholders will wish to evaluate their decision, with a feedback loop to the earlier stages of the process. This final stage is particularly important and may require support from change agents to ensure that stakeholders' experience of the agreements lives up to their expectations, to prevent them withdrawing at the earliest opportunity.

3 Implementation of the Case Study Canoe Agreements

Full reports of the implementation of each of the agreements are contained in the Appendices:

- Appendix C: River Mersey
- Appendix D: River Teme
- Appendix E: River Waveney
- Appendix F: River Wear

This section of the report covers the four offer models and the four adoption processes as a precursor to discussing in detail the outcomes and lessons that have been learnt.

3.1 Preparation Phase

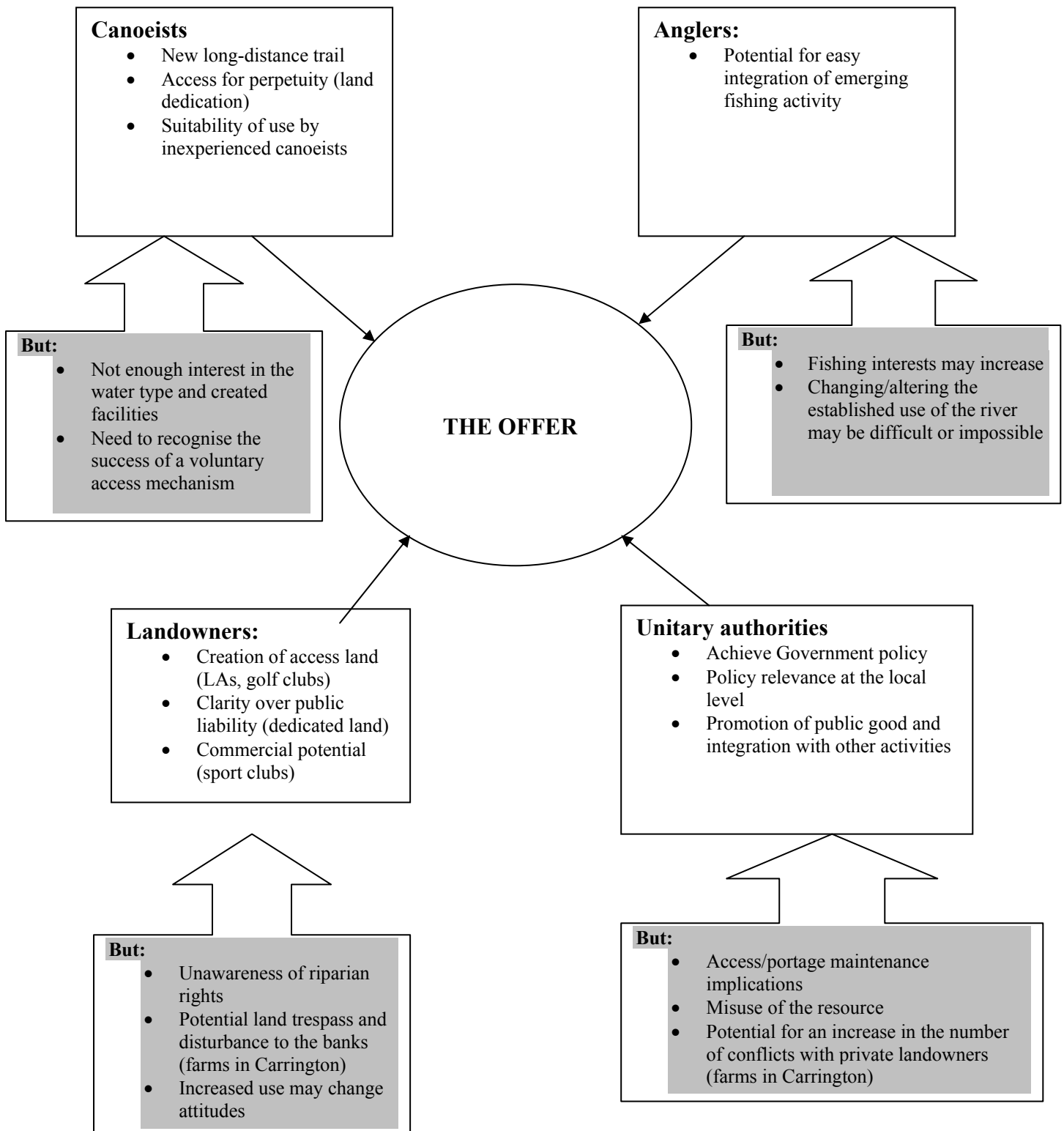
The agreements were implemented in two phases: the Mersey and Waveney commencing in January 2005 and the Teme and Wear in October 2005. A member of the research team was designated lead officer for each of the rivers. While much of the critical path (Figure 2.1) had to be addressed in this timeframe, data were available for each of the rivers from the earlier feasibility study.

In terms of the resource capabilities, it was determined that all the stretches selected were capable of being canoed, although not at all times of year or in all water conditions. In addition, with the exception of the Mersey, current uses of the rivers added a further layer of complexity, particularly on the Wear, which is used for both coarse and game fishing. The offer models for each of the rivers are shown below.

What is immediately apparent is that potential offers could be identified for all four rivers, such that all the major stakeholders had the possibility of gaining concessions that would improve their enjoyment of the river:

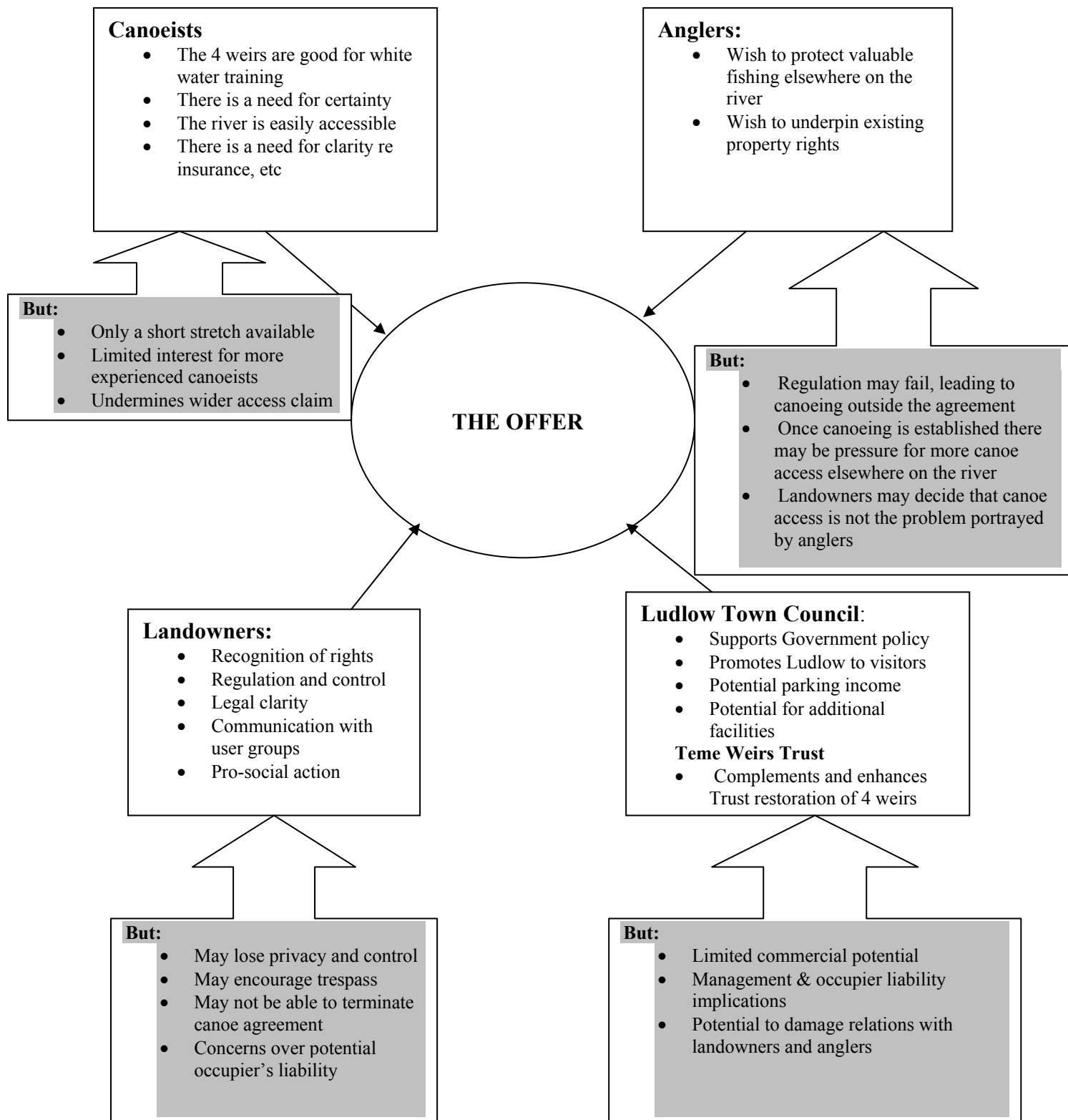
- Mersey: the major benefits for canoeists were the realisation of a long-held ambition to develop a canoe trail along the river, while the anglers felt that allowing canoeing on the river would divert attention from other more valuable fisheries. It was felt that fishing on the river would improve, but that it would be possible to accommodate both uses. The advent of the canoe agreement was consistent with Stockport's regeneration policy, which included encouraging new recreational use of the river and its environment. The agreement also addressed a number of policies in the other councils, although not with the same level of visibility as in Stockport. Finally, most of the golf courses could see the advantage of dedicating their riverbanks and bed, to facilitate canoeing and walking on the banks while reducing their occupier liability. All these factors indicated that the river could support canoeing at all times of the year when the river is physically accessible.

River Mersey Offer Model

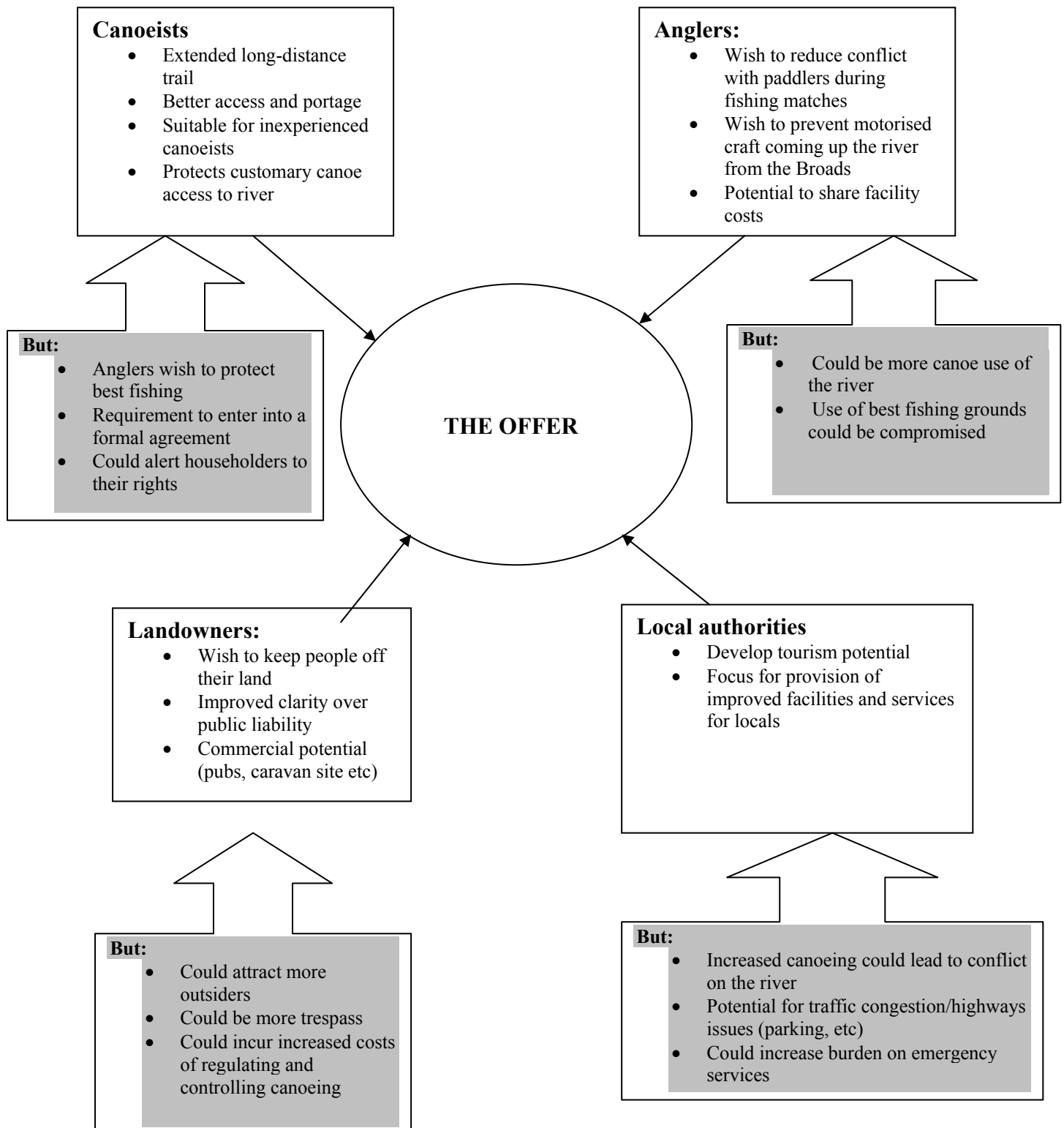


- Teme: the four weirs in Ludlow have recently been restored and rebuilt by the Teme Weirs Trust but remain good for white water training and will attract a range of canoeists keen to learn. This would be regarded by the Weirs Trust as complementary to their restoration scheme, and also attractive to the Council, which wishes to encourage more people to visit the town. A formal agreement would allow clubs and outdoor centres to plan suitable training days and regimes, and to provide appropriate safety and support processes on the days that they use the river. For householders next to the river there is a wish to prevent unfettered access on a number of grounds, particularly related to physical and aural intrusion. There is also a wish to establish a robust code of conduct to regulate canoe activity so that it minimises its impact on the local environment. While there is fishing on this stretch, and anglers would prefer to keep canoes off the entire river, they accept that limiting canoes to this stretch is the least harmful solution to allowing some canoeing. However, they remain concerned that, once on the river, canoeists will not get out at the official egress, but will continue downstream in defiance of the agreement. As a result of these considerations, and particularly the power of one landowner to prevent canoe access (riparian rights on both sides of the river simultaneously), the offer here is limited to specific times and days, with additional provision for Ludlow College. This gives canoeists formal consent for access on known days while maintaining the peaceful environment for the householders on the remaining days. There is a one-year trial of the agreement, meaning that angler concerns – amongst others – can be addressed, with the Town Council having the ability to close the access point should the agreement collapse.
- Waveney: the situation on this river is such that co-existence is anticipated by anglers and canoeists, subject to some prohibitions and restrictions. By entering into an agreement, canoeists gain new waters to canoe, as well as certainty about when and where they can go. They also gain new and improved access points. While offering more waters for canoeing, the anglers have strengthened the prohibition barring canoeing from the most valuable fishing grounds (and at the downstream end this involves denying access from the river to the Broads navigation). Few landowners have many concerns about the canoeing, although negotiating an agreement allows them to prevent canoe use when the water level is too low, and to get the canoes off the river at night to prevent disturbing the wildlife. There is little active local authority interest in this agreement, although new works at Homersfield have allowed Norfolk CC to provide the potential for disabled access to the river. In common with the Mersey, the offer model suggests that an open arrangement is most suitable, with reservations in it to allow anglers and canoeists to close particular parts of the river on some days for competitions.

River Teme Offer Model

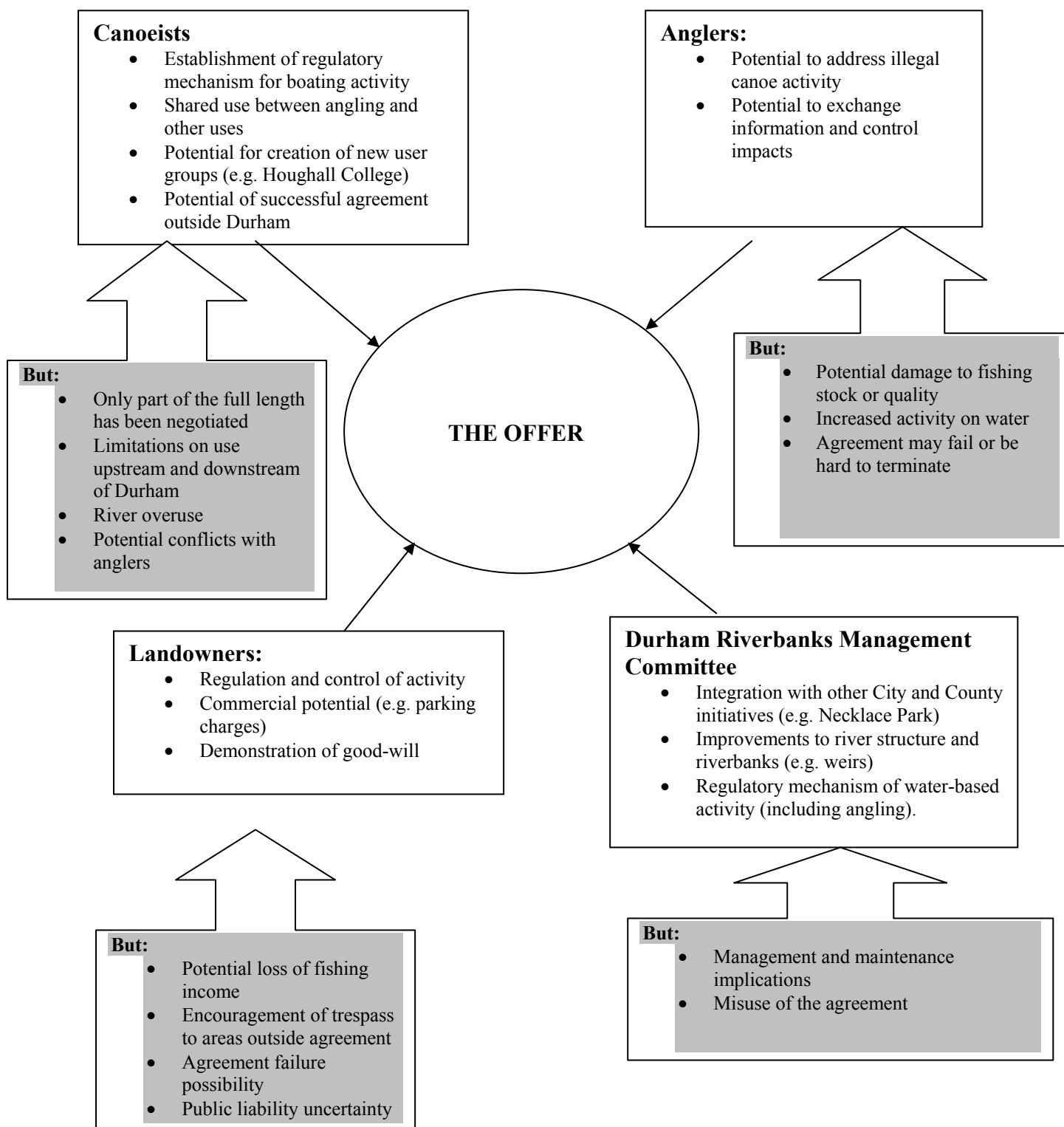


River Waveney Offer Model



- Wear: this is the most complex and difficult offer to formulate. There is significant boating use on the Durham Peninsula, currently without formal agreement and subject to a number of codes of conduct. There is also some unauthorised and at times conflictual canoe use downstream of Durham. There is currently little or no canoe use on the stretch upstream of Durham. These sections of the river also support 8 angling clubs, with coarse and game angling of the same waters (often through sub-leases from one club to another). As a result, there is recreational pressure throughout the section, with concerns that any formalisation of canoeing could lead to further pressure and a decline in the quality of both angling and boating experience. Yet, as some anglers acknowledge, this could happen anyway, and a limited and tightly controlled agreement might reduce rather than increase the pressure. This could also safeguard fishing rents. However, with tensions raised by persistent unauthorised canoe access upstream of the case study area, few anglers and landowners are currently prepared to take what they see as a gamble that a formal canoe agreement could control canoe access and reduce conflict. Despite this, the offer for the Wear contains two distinct elements: largely unfettered use of the Peninsula section, but restricted use of the upstream section, with a canoe closed season when game angling is at its most valuable.

River Wear Offer Model



3.2 Implementation Phase

Having developed a potentially workable offer on all of the rivers, the implementation phase was initiated soon after the consultants started work on the rivers. In all the cases the implementation phase was based on the agreement adoption process, with similar procedures followed at each stage. The comments given here thus refer to specific details of each of the case studies, rather than a repeat of the generalities.

Mersey: although land ownership structures on parts of the river were complex, it was immediately apparent that the three local authorities and a small number of utility and other companies were major owners all along the river. Getting access to the right level of personnel within any of these organisations was difficult, with initial contacts tending to have limited access to decision makers within the organisations. Indeed, developing organisational awareness of the canoe project – to facilitate decisions being made about whether to proceed to the Interest stage – proved extremely difficult, even after numerous meetings. What became clear was that these organisations would only legitimise (and act on) the consultants' approach if there was already pressure for action from the decision makers (elected councillors in the local authorities and corporate level employees in the companies). This pressure could have been generated by canoeists lobbying for more access, but this did not happen. Indeed, the Manchester, Salford and Trafford Local Access Forum was told (April 2006) that canoeists did not want access to the Mersey (despite having previously developed a proposal for the 'Mersey Canoe Trail').

In contrast, awareness raising with other stakeholders was relatively straightforward, meaning that the Interest stage was reached differentially by different stakeholder groups. Most of the golf courses, for example, reached the decision to dedicate early in the process, while most commercial and industrial owners were happy to offer an open licence for canoeing. What was required at this stage was an access champion to bring the local authorities and large companies to the Interest stage. However, none emerged, making it extremely difficult to impress on these owners the need to become active and interested in the process, despite a number of meetings and other interventions such as the offer of Defra grant aid to underpin the canoe agreement.

Given that no stakeholder had indicated that they were not interested, the work proceeded to the evaluation stage. This involved developing a draft map and agreement, based on a detailed risk assessment, and agreeing and commencing a number of major capital schemes and more minor works such as signage. It was at this point that the underlying lack of interest on the part of two of the three local authorities became evident: the officers who were positive during meetings did not have the power to sign off on the actual agreement and its implementation, and they had seemingly done little to prepare those who had got the decision-making power, who were themselves still largely unaware of the proposal since there had been no lobbying by local people.

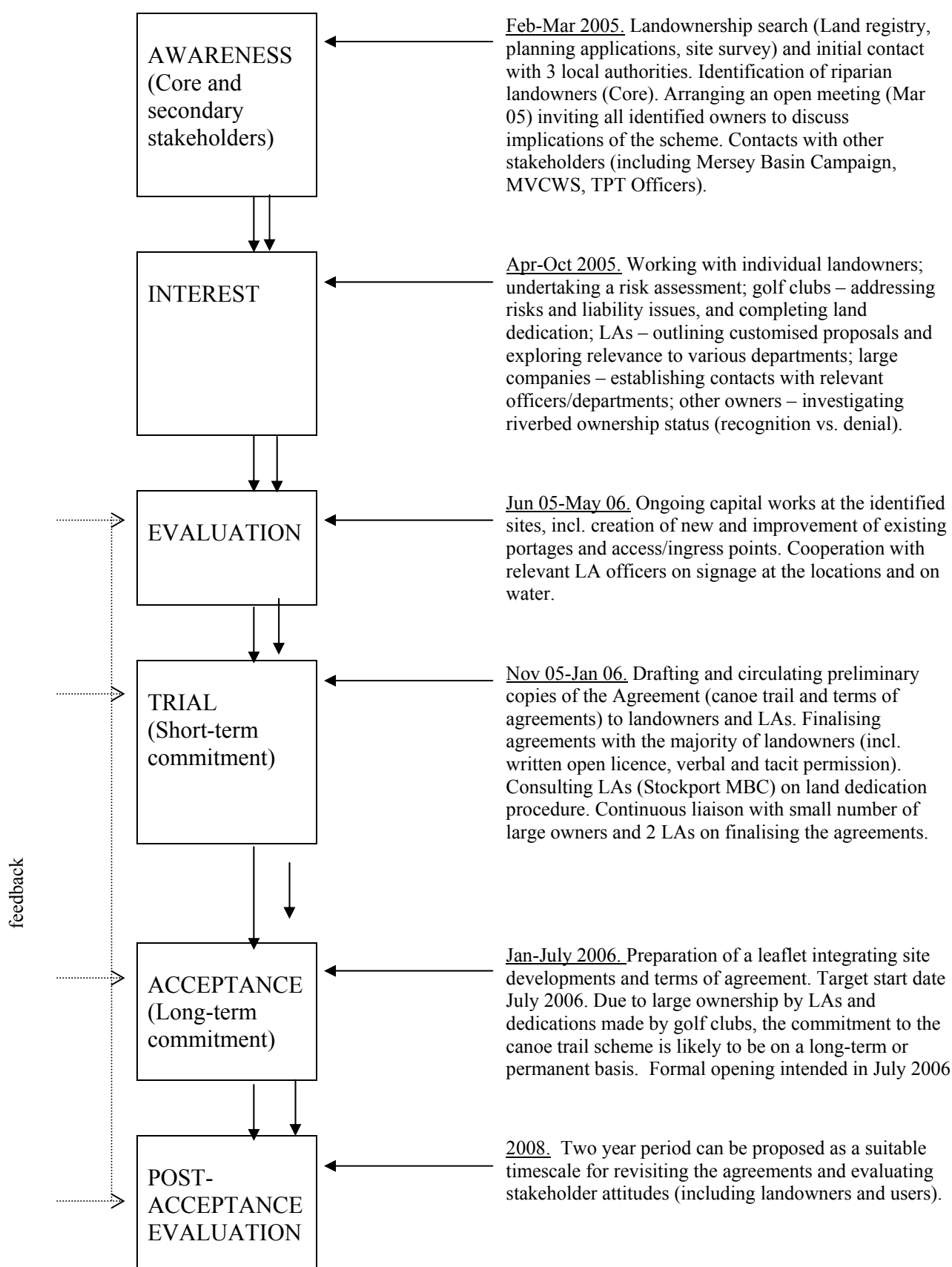
Having failed to secure active support from local canoeists – and having not found a local access champion at the start of the process, the lead was taken by the Environment Agency, which has secured sufficient commitment from all three local authorities to allow the evaluation stage to commence. As a result, the trial of the

agreement will commence on the Stockport section of the river in Autumn 2006, to be followed by the Manchester and Trafford sections (once formal Dedication has been completed).

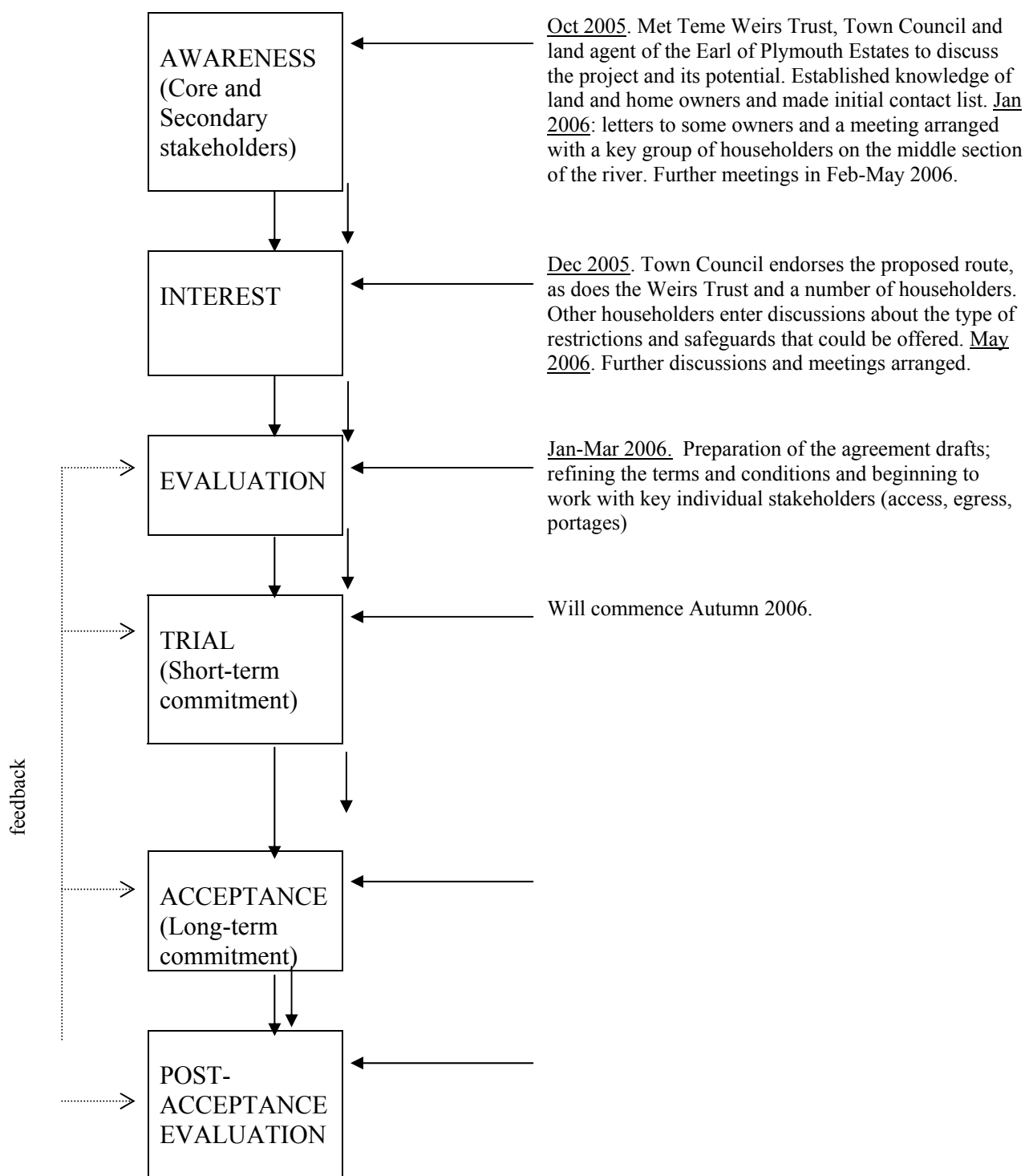
Teme: Canoe access to the Teme has been a major issue for some time, with canoeists drawn to the weirs at Ludlow despite there not being an agreement for them to be on the river. The Teme Weirs Trust, following an initial approach from the BCU has incorporated canoe passes on each of the four weirs it has restored and indeed, the Case Mill weir is featured on the BCU website, with details of the pass that has been fitted. As a result, most local land and house owners are aware of the canoeing activity and the pressure to regulate it in the interests of all concerned. As a consequence, the awareness phase of the adoption process was relatively short. However, because of the history of canoeing on the river, most stakeholders have established views that cannot easily be challenged, meaning that their awareness was inevitably coloured by their past experiences. Early meetings with key stakeholders suggested that this history could be a major barrier to achieving any canoe access in the future.

Despite the cautious approach of many of the stakeholders, the Town Council, with encouragement from the Teme Weirs Trust, was quick to declare its interest, gaining member support to use the Linney car park as the start of the proposed canoe route. In individual letters and approaches to house owners, the consultants also established that some other stakeholders were happy to move to the interest stage of the process. This led eventually to a meeting with nine key house owners on the middle section of the route, including one with riparian rights all across the river. This was a positive meeting in which the owners expressed their interest in principle, certainly to the point of considering an agreement that would provide for canoeing, but at a relatively small number of set times and dates, and according to a strict code of conduct. On the basis of these responses, a draft agreement was drawn up for evaluation by all house owners and user groups, with a number of meetings and events being held in May 2006 to establish whether there is sufficient support for a trial to be set up. Following a number of revisions, all riparian owners have agreed to a one-year trial commencing in Autumn 2006.

River Mersey Agreement Adoption Process



River Teme Agreement Adoption Process



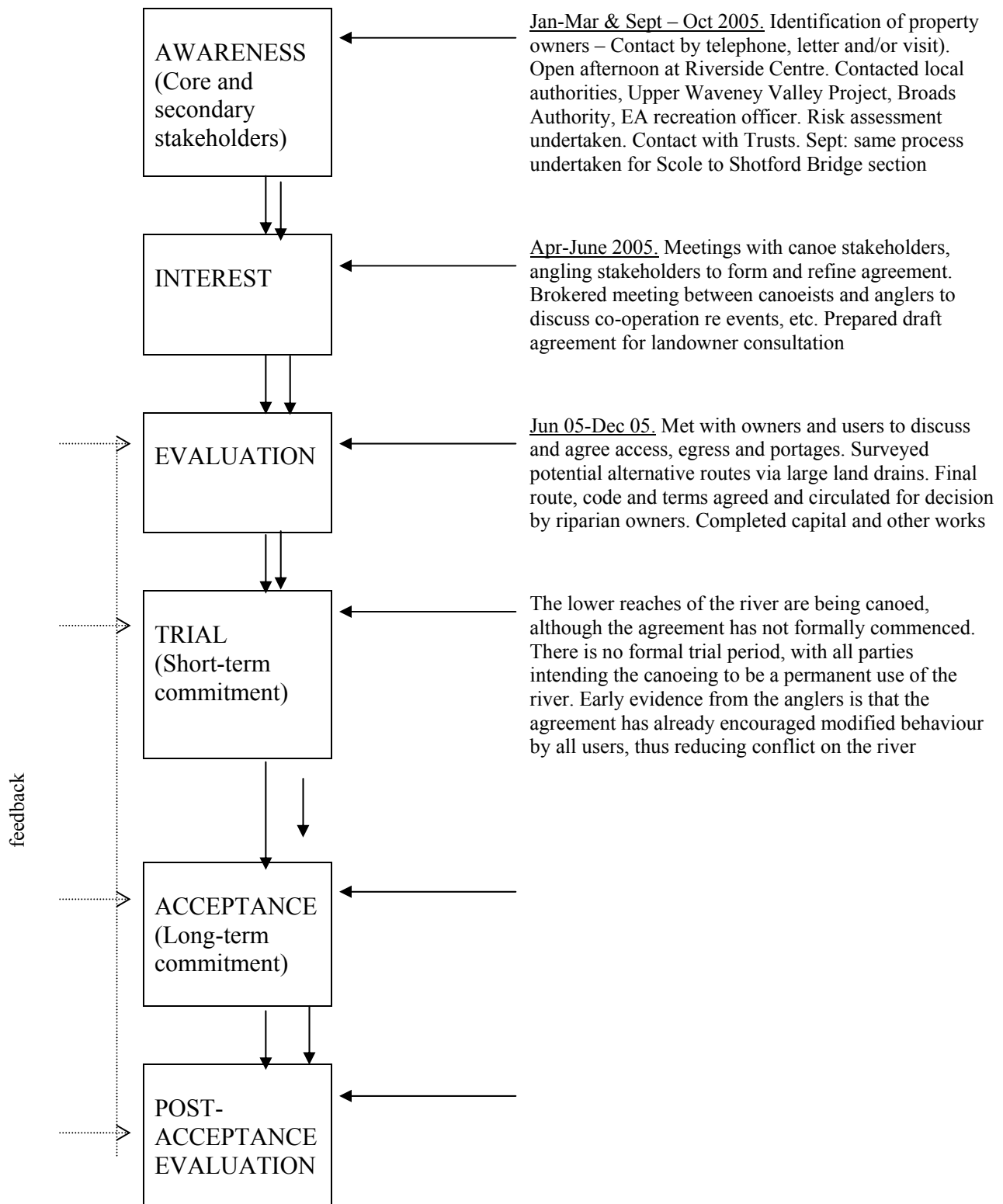
Waveney: Canoeing has always taken place on some parts of the river, and some landowners have in the past given express permission for it. Landowners and other stakeholders are thus aware of the demand for canoeing on the river, and many know people who canoe. In addition, awareness of the potential canoe agreement was raised at the feasibility stage of the work, through a meeting with all 7 angling clubs that fish the river, with the meeting deciding that one person should represent them all in future negotiations. This has been the case, with the anglers preparing an assessment of the canoe potential on the river and involving all angling clubs and most of their landlords and licensors. As a result, it had been widely anticipated on the river that a canoe agreement would be proposed, and it was generally held that this was a positive step towards regularising canoe use of the river, particularly in the more popular parts of the river around Bungay.

Given the general acceptance of canoeing as a legitimate use of the river, and the presence of canoeists actively supporting the introduction of an agreement, the adoption process was able to progress easily to the Interest stage. At this stage it soon became apparent that the major concern for most landowners and farmers was access from the river onto their land, resulting in damage to the banks, litter and potential negative impacts on their fauna and flora. There was also a more general concern to protect the peaceful character and habitat of the river. As a result, the Interest stage led to the offer being refined into a regulatory code designed to protect the environment. In addition, the anglers required a number of safeguards for their activity, including exclusion zones at either end of the canoe route. While preventing access from the river to the Broads Navigation, canoeists felt that the restrictions required by the anglers were not unduly restrictive, given the length of route being made available.

There were some stakeholders reluctant to endorse an agreement. In the main these were individual house owners who did not want their privacy 'invaded'. In all cases these owners were visited by the consultants, who sought to establish a basis upon which a trial could commence. This was followed up by contact from the BCU local river advisor, who ensured that the instructions to canoeists were clear and enforceable, and who introduced them as standing orders in the canoe club. In this way the canoe user group and the consultants have worked together to address all potential problems to develop an offer that is acceptable to all parties.

Once the Interest stage was completed, the final canoe route, terms and conditions and code of conduct were drawn up. A risk assessment was then undertaken to provide the basis for capital and other works to be commissioned and carried out. In the main, the capital works consisted of access/egress platforms on the river banks, with all owners affected agreeing to their installation. Signage was also identified and put in place, while the Upper Waveney Valley Project has undertaken to produce route guides and help publicise the terms and conditions upon which canoeing can take place. Given the level of support for the canoe route, the Trial stage of the adoption process has largely been ignored in favour of acceptance and full implementation, commencing in July 2006. Looking forward, anglers and canoeists have agreed to make contact at least once per year, to exchange competition and other dates and to review how the agreement is working and whether all stakeholders are able to enjoy their use of the river.

River Waveney Agreement Adoption Process



Wear: Following a series of meetings undertaken during the feasibility study, many stakeholders were aware of the canoe agreement proposal. This was particularly the case with the angler representatives, who have consistently argued that canoeing should be limited to the Durham Peninsula. The awareness stage of the adoption process was thus undertaken very carefully, with the intention of contacting all landowners to seek their views before doing likewise with the anglers. Concurrent with this was the opening of a discussion with the major landowners in Durham City (all part of the Durham Riverbanks Management Group) to ascertain the extent to which they wish to formalise boating use of the river in Durham. As an active user of part of the river, Durham Kayak Club was kept informed of this work.

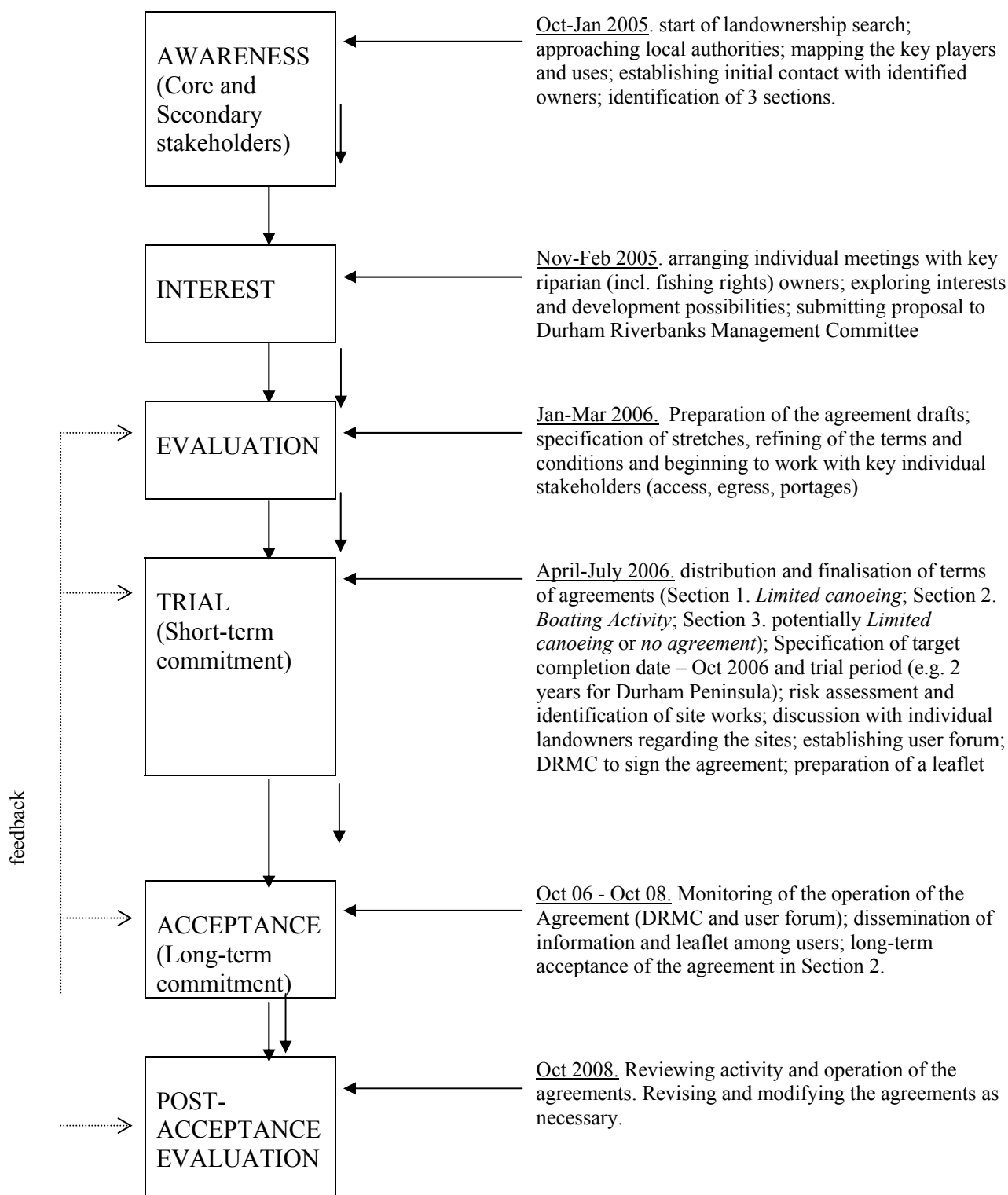
Early progress suggested that the process could move to the Interest stage, on the basis of three linked agreements: a formal open licence for all unpowered boating activity around Durham and two limited agreements for some canoe use upstream and downstream of Durham. The development of the agreement on the upstream stretch was tied in with a wish by the local FE college to develop its canoe resource and offer, while on the downstream stretch it was related to reducing the impact on angling and the environment.

However, before the interest stage could be completed and draft agreements published for consultation, a number of factors relating to canoeing effectively undermined the process and caused it to have to return to a new synthesis of the offer. The principal event was persistent unauthorised canoeing on the upper reaches of the Wear that reached a point where all anglers on the river met to determine a course of action, part of which was to ban canoes from the river other than at the Durham Peninsula (it is important here to recognise that this situation predated the attempt to reach a canoe agreement on the lower Wear). This led the 7 angling clubs affected by the proposed canoe agreement to pull out of talks with the consultants. In addition, the anglers downstream of Durham complained that unauthorised canoe access was impacting negatively on their rights, while the FE college lost some interest in supporting canoeing once it was clear that the local canoeists did not share their vision for providing new canoe facilities at the college. In addition to the actions taken by the anglers, a small number of landowners also said that they were no longer prepared to negotiate a canoe agreement. One of these owners effectively controls river access just downstream of Durham.

Having consulted with the local canoeists about their position with respect to unauthorised access and their desire for a formal agreement, the consultants put together a revised offer with more protection for the anglers and, potentially, new commercial opportunities for some of the landowners, should they suffer a decline in fishing rents and revenues. Most of the angling clubs could see that a limited agreement to which the canoeists would adhere was a positive way forward. They thus renewed their interest in negotiating the agreement, but only on the basis that all the clubs were in agreement and that all their land and riparian owners were similarly comfortable with this approach. The current position is that this level of agreement has yet to be achieved. On the downstream stretch of the river, one riparian owner and one angling club (with fishing on both banks) will not currently enter discussions at all. Upstream of Durham the position is more fluid, with most landowners reserving their position until they see which way others are minded to go.

The only sections of the route that are currently proceeding are the Durham Peninsula – which is now at the evaluation stage, with forthcoming user consultations to determine whether the proposed terms and conditions are suitable – and a short upstream section starting at the FE college. Current signs are that more of the upstream section may yet be made available for canoeing, but on a limited basis and for a trial period.

River Wear Agreement Adoption Process



4 Lessons Learned

4.1 Introduction

Many lessons have been learned that address and explain the strengths and weaknesses of the voluntary process, as well as providing guidance to others seeking to negotiate agreements on other stretches of water. The main lesson is that the findings of the feasibility study were broadly right: voluntary access agreements can be negotiated on some stretches of river in some circumstances. In the main, land and riparian rights owners are not implacably opposed to canoeing (although this is not universal). Rather, they are concerned about the regulation of canoeing in such a way that it fits in with, rather than disrupts, other activities and uses of the river. The narrower and shallower the river, the more these concerns turn to constraints and barriers to canoe access. Similarly, the more valuable the river is for fishing, the more concerns become barriers to canoe access.

Thus, as the case studies illustrate, relatively wide and slow moving rivers such as the Mersey do not cause landowners the same level of concern as narrow and fast moving rivers like the Teme and parts of the Wear. Equally, the potential loss or diminution of fishing incomes on the Teme and Wear leads landowners to be much more cautious about the longer term impacts of canoeing than in the case on the Mersey and Waveney. Yet – and this is an important caveat – the power of riparian rights remains sufficiently strong that any canoe agreement is always subject to the wishes of individual owners and their existing tenants and licencees. This is illustrated on all four case study rivers and is, largely, separate from any consideration of the capacity of the river to provide for canoeing. Ultimately, therefore, the very strength of voluntary agreements – the general goodwill of most landowners – is also their greatest weakness – that individual landowners who decide otherwise have a power to disrupt canoe activity in a way that is rarely experienced in other sports and recreational activities.

Other than this overall confirmation of the feasibility study, a number of other lessons have been learned. They are divided into:

- Technical lessons: issues and questions about the information required to develop agreements;
- Process lessons: detail about the process of developing and implementing agreements; and
- Underlying lessons: reflections about the broader issues that emerge in developing and implementing agreements.

4.2 Technical lessons

It is possible to identify the owners of most interests in property

It has often been claimed that the single biggest constraint to negotiating agreements is the problem of identifying all those holding rights in properties adjacent to rivers. It is certainly the case that compulsory registration of property interests has only occurred relatively recently in many rural areas, and that then only on the transfer of interests, which tends to happen infrequently with many farms and estates. However, the case studies suggest that more and more property is now registered, with the title being easy to search. There is a charge of £4 per search, but even on the Waveney the cost of successful searches was relatively small. There are also on-line statutory planning histories available from most local authorities, and many riverside properties have been the subject of extension and improvement in the last 20 years. The histories give details of the applicant, which is not necessarily the owner, but it provides a contact. Other than these sources, word of mouth is often very good and local land agents can be retained at a reasonable cost to investigate hard-to-find ownerships (this was very successful on the Wear).

Perhaps the most knowledgeable people on the river are often the anglers and bailiffs, who have made it their duty to discover who owns and rents which land. Our experience is that they are often willing to share this information, usually in exchange for new contacts that they do not know. What this does illustrate is that a source of local knowledge, compiled over time, is the best way to secure information about local landowners.

It should be noted that there is more of an issue in securing owners' approval for the agreement. The only approach that can be taken is to write to all owners requesting permission (and including an SAE), with the letter containing a proviso that a non-response will be interpreted as approval of the agreement. While this is not legally binding, and follow-ups are made in an attempt to secure a response, there is little alternative if the process is to continue. Indeed, as the Waveney case has illustrated, some owners are 'happy' for canoeing to occur, but not with their explicit and formal approval. In addition, once an agreement is up and going, some of those who did not reply may make contact, and may subsequently give their formal approval.

There is a lot of misunderstanding of riparian rights

Many private householders and some landowners do not know what rights they own, and often have no conception of riparian rights. Indeed, some people assume that the river is a highway that is open to canoeists and unpowered watercraft. It is also the case that, in some areas, riparian and other rights (especially rights in common) have been separated from the land at some time in the past. In such cases, and in cases where property boundaries are shown by the Land Registry to stop at the river's edge, the consultants have chosen to consider the land owner adjacent to the water to have property (including riparian) rights to the middle of the river. In other cases, landowners have claimed, often despite evidence to the contrary, that they do not own the river bed, nor any riparian rights. In these cases, all that can be done is to seek the consent of the owners to canoes passing by, rather than relating this directly to their right of exclusion.

There is a more general lesson here about the need to communicate details concerning riparian rights to all stakeholders at the start of the process, as part of the initial awareness raising.

There is a lot of concern about the unknown, which is manifest in arguments about issues such as occupier liability

One of the common issues for landowners on all the rivers is a fear of the unknown: the ‘what if?’ question. With respect to canoeing this is often constructed in terms of responsibility and liability for injuries and death, and the impact that this is likely to have in terms of occupier liability premiums. However, this arises from a misunderstanding of the Occupier’s Liability legislation which, in fact, incorporates the common law principle of *volenti non fit injuria* (no wrong is done to one who consents). The current legislation therefore does not, in general, impose any additional obligations in respect of a third party who willingly and knowingly engage in a hazardous activity on the occupier’s land. Nor have the landowners normally checked with their insurers. If they can be persuaded to check they find that, in most cases, premiums do not increase. As the risk assessments show, the risks that could be attributed to the negligence of the landowners are slight, especially in comparison to their wider liabilities. Equally, the suggestion that dedication under CROW would address their concerns raises, in many, a greater concern about the intervention of the State in their private affairs – i.e. occupier liability is not quite the concern that they express.

There are issues about defining which craft are covered by an agreement

There is a concern expressed by some landowners, local government and the emergency services that agreements meant for canoeing may be used by those with craft unsuited to the particular river – and that there will be little way of regulating this. The BCU has a definition of canoes and kayaks for this purpose. While it has not been used in the current work (because local stakeholders want to include other craft, especially on the Waveney and the Wear, it could be useful for an additional limitation on the Teme and the Mersey, where the physical structures (weirs and sluices) could present particular hazards for craft that cannot easily be manoeuvred.

Many landowners are highly concerned about the management and regulation of the agreement, and want to deal with clubs not individuals, although recognising that this has limitations

It has been a common concern that long distance routes cannot easily be regulated and policed, even if there is a suitable organisation capable of taking this role on - and there is rarely such an organisation available. The local countryside or rights of way team will inspect, maintain and signpost paths that are public rights of way, and they have specific signage duties under CROW, but they are reluctant to take on additional responsibilities, nor do they have any powers which would enable them to challenge or discipline paddlers who may be misusing the water or disregarding the terms of an agreement.

In practice, the places where control can be most effectively exercised will be at access and egress points. If these are on private land it may be that the occupier will be willing to regulate the agreement, often as a (semi) commercial proposition. However, this has rarely been possible on the case study rivers, although it does happen on some rivers, such as the Twyern in Wales. This inevitably leads to questions about the ability of the users – the canoeists – to regulate themselves, much as anglers do. This depends on a lot of conditions being in place, such as a canoe club being on the river – which is unlikely to be the case if it is new access – and the club being prepared to take responsibility for the actions of non-members – which traditionally few clubs have been prepared to countenance. An arrangement of this sort will operate on the Waveney and it should be monitored to assess its effectiveness.

There is clearly an issue to be addressed here, for however low key access arrangements are, there will be a need for some inspection and maintenance, while the lack of a responsible canoe presence is likely to undermine landowner confidence if there are incidents on the river that are not investigated and regulated. We have suggested to landowners that they consider establishing a management group or organisation that effectively runs the agreement on their behalf, with the cost of the management being met by making a charge to canoeists using the agreement. None have so far taken this option, believing that canoeists will be unwilling to pay even modest sums and that the impact will be to drive canoe use to unregulated rivers where canoeing is not wanted at all.

Registration of canoes would address many riparian owner concerns

At the core of many of these concerns is the inability of owners and other users to identify who is on the river and whether they are there by agreement. A licence system can address this. Licensing is currently achieved on an ad hoc basis, with some canoe agreements insisting that forms of identification, usually numbers, are visible when paddling. However, this only works where there is a single entry point to the agreement, or where there are bailiffs able to check as canoes progress along a river. There also remain some canoeists who do not conform and, because they are not registered, cannot necessarily be followed up after they leave the river.

A national registration and identification system would avoid this problem, and would encourage land and riparian owners to believe that they could address poor behaviour by contacting the actual canoeists, the national governing body or the police. As many anglers also attest, an annual payment for the registration – similar to fishing licences – would provide a new source of revenue for looking after rivers and could contribute to securing new canoe access.

The outcome of this pilot indicates that a national registration system for all unpowered craft would be highly popular with land and riparian owners and would address many of their concerns about the regulation of canoe agreements. This has not been popular with the local canoeists who have been consulted (although they do recognise that registration exists on some canoe agreements), largely on the grounds that they see it being difficult to enforce on unaffiliated canoeists who, in their eyes are the main problem to maintaining access agreements. Indeed, they point out that all BCU members have a BCU registration and that BCU affiliated club details are

widely available, meaning that owners already have the facility to contact the clubs if there is a problem. A national registration scheme that could not be extended fully to unaffiliated canoeists thus would not provide any additional regulatory function.

A lot can be learned from the practices of anglers and fishing clubs

Much can be learned from existing angling clubs. In particular, the types of market intelligence discussed above can lead to canoe clubs being in a better position to negotiate with owners whom they know. There is also a strong case for developing better communication with all clubs sharing interests on the river. Canoeists could also do well to develop their knowledge of law and custom in the same ways that anglers do (of course, some canoeists do just this, but many remain unfamiliar of the basics of land law rights). There is also a case for canoe clubs seeking to buy or lease riparian rights when they become available, with the potential that these can be let/sublet to anglers subject to a canoeing agreement. This would of course be piecemeal, but it would add to canoeists' presence on a river and give them a stronger basis from which to negotiate agreements over other stretches. There is also a strong need for canoe clubs and the national governing body to be seen to exercise more governance, discipline and control over canoeists when they are on the water. There is a widespread concern that canoe clubs do not so this, whereas angling clubs have secretaries who liaise with landowners to ensure that club members and guests keep to the agreed rules.

In many ways these types of lessons undermine current canoe culture and canoeist aspirations. Indeed, the idea that angling and canoe clubs might share similar philosophies might be hard to accept. Yet, if canoeists are to develop and sustain agreements, they need to learn new ways of managing these agreements, and of managing those using the agreements. Equally, they need to consider entering the market to acquire rights. Not only does this establish their legitimacy to be on the river, but it also gives them a bargaining tool with landowners and, particularly, anglers. And while odd stretches of riparian right might seem irrelevant, acquisitions over time, linked to voluntary agreements, could begin to establish a legal right that not even CROW dedication could deliver.

4.3 Process lessons

The cost of developing an agreement

A consistent criticism of this project is that it has access to resources far beyond the means of small voluntary clubs, meaning that it can achieve what they cannot. This is to confuse the situation, however. There are, undoubtedly, costs involved in negotiating agreements (Land Registry fees, for example), but they are relatively small. The major cost is time (see below) which, in most voluntary organisations, is given by members. There are, in many cases, capital costs to be borne if an agreement is negotiated, to cover steps, platforms and even car parking. However, the experience in this project is that even these can be minimised through small grants, donations of materials and voluntary labour.

Brokerage and representation (championing)

It is clear that developing a formal implementation process for canoe agreements provides a structure that was previously lacking from advice and guidance on negotiating access arrangements. What it also highlights is that there are distinct identities and roles involved in the process. These are best described as brokerage and representation or championing.

It is apparent that some landowners prefer any approach to be made by those who wish to use the agreement – the representatives. This is particularly the case for short agreements like the Teme, where householders overlooking the river expect to see and hear canoeists on the river. Representation, in this context, carries with it an expectation of responsibility and discipline; that those who undertake the negotiations are part of an organisation or club that will be the principal user of the agreement and will ensure that all canoeists abide by the terms and conditions of the agreement. In these cases an access champion, drawn from the local canoeing community or with strong affiliations to it, may be the most appropriate representative to lead the negotiations (see the Toolbox).

In other cases, particularly where there has been a history of conflict, or where the stretch of river is so long that a single club could not realistically represent all users, independent brokers may be required to make the initial contacts and provide the forum for land and riparian owners to ‘have their say’ about past issues. The use of a broker also avoids the immediacy of barter or trade, in favour of a scoping approach (the offer) that seeks to determine what all the stakeholders want and how best this might be achieved.

Thus, in thinking about the process of negotiating an agreement, the key is to distinguish roles and select appropriate people or institutions to fill those roles. Brokers could be drawn from the local community, or they could already be users of the river (the angler access champion on the Waveney, for example). They could also be outsiders, as long as their reputation is for impartiality rather than outright representation. For this reason it will rarely be the case that a government agency can undertake the brokerage directly. However, even where a broker is instructed, there will still be a need for representation, either to lobby local authorities and others (see below), or to assure land and riparian owners that canoeists will respect any agreement that is made to canoe the river. Equally the broker can assure the canoeing stakeholders that landowner support for an agreement can be obtained and crucially maintained in the longer term.

It takes time to negotiate an agreement

Canoe agreements are, like all arrangements between different people and groups of people, customary and cultural. They take time to evolve, and even more time for trust to develop. While the decision to allow or bar canoes may be clear enough, many stakeholders need time to think about the wider implications of making an agreement, time to talk to family and neighbours, and time to reflect. A sustained dialogue between individual stakeholders and the broker/representative is also required during this decision phase (interest – evaluation – trial in the adoption process), with the ability to amend or modify the agreement as it develops.

In some cases there is simply no substitute for time: local authorities, trusts and companies, for example, have set procedures for making decisions that can, in many cases, take some time to complete. In local authorities, for example, the decision process might be triggered by an officer presenting a report to a divisional manager and eventually to a committee or council meeting, simply to gain the mandate to investigate and report on all the issues germane to the council. Once completed, this report has to go through a similar process in order for a decision to be made. It is unlikely that this process can be completed in much less than 12 months. Trusts may only have 4 meetings per year at which decisions of this type are made. The process in commercial organisations could be even more tortuous, because a proposal is unlikely to get to the final decision-making level unless there is a clear commercial angle that can be exploited. This could be purely financial, or it could contribute to a longer term commercial goal, or it could be used to cast a positive light on the organisation. In all these cases, canoeists have got to do a lot of preparatory work to provide the necessary justification – and this takes additional time. Thus, no matter the level of resource available to implement an agreement, there are some elements of the work that cannot be fast-tracked. This underlines the need for good strategic planning prior to attempting to negotiate an agreement.

A robust communication strategy is required to keep all stakeholders ‘on side’

As the adoption process illustrates, communication is a central element in all phases of the project. And it is essential to understand that communication is omnidirectional; the broker or representatives may have a plan, but this needs to be flexible and responsive to allow for local rumour and gossip. It can be good practice to prepare regular news releases, although many stakeholders feel happier with regular face-to-face update sessions, since they tend to feel that they should be consulted on every new development, as it happens. Thus, awareness is a gradual process in which it is paramount that all stakeholders have the same information at the same time, while gaining commitment from the stakeholders is a gradual and incremental process developed out of a robust communication strategy.

Market intelligence must be developed and maintained

The environment in which agreements are negotiated is dynamic, even in remote rural areas. Houses and land can be bought and sold, riparian rights can be leased, licenced or sold, and environmental conditions on the river can alter. The broker and representatives need to be immediately and constantly aware of this changing environment, not only to respond to queries, but also to be proactive in recognising the potentiality of any situation. This becomes more acute once the agreement has been established, particularly if an external broker was involved, since there is a need to make suitable arrangements to maintain the data collection and storage, as well as consciousness about the working of the agreement.

4.4 Underlying lessons

The asymmetry of rights

While it is often possible to negotiate access, it remains the case that riparian owners have more freedom to determine whether an agreement is reached, and what the agreement covers. The actions of the users may be influential in reaching this decision, but it is the riparian owner that makes it. Even on the Waveney, where there has been considerable co-operation between anglers, landowners and canoeists, the agreement is still bounded at both ends by riparian interests (not necessarily owners) unwilling to allow the passage of canoes. A similar position exists on the Teme and the Wear.

Unwillingness of the parties to move from the status quo

It has been apparent throughout the process of negotiating agreements that none of the major stakeholders is really willing to move from the status quo. While many stakeholders complain about the current position, particularly the problem of not knowing when canoes will be on the river, few want to make active changes to improve the situation, particularly if it involves making firm commitments to other parties or stakeholders. There is also a natural conservatism that goes with property rights, particularly around not wanting to do anything that could lead to challenges to those rights, or that could lead to additional liabilities. This also extends to dedication under CROW which, while offering distinct benefits to landowners willing to allow access, involves ‘giving away’ rights and apparent freedoms. Of course, as the Mersey case illustrates, dedication under CROW can be based on the relaxation of Paragraph 1 of Schedule 2 of the Act, which allows owners to reimpose these restrictions if there are particular problems with canoeing on the river.

Central government policy is not in itself a driver for change; local authorities want a local mandate

There is seemingly very little connection between national policy initiatives and action at the local level. Indeed, the domain response from stakeholders in the case study areas was ‘why here?’ This version of NIMBYism extends to the local authorities which, unless they have a specific mandate to cover the policy, are inclined not to take any action that might open them to risk of censure, or might lead to work additional to their agreed work programmes and budgets.

To encourage a local response to national policy thus requires action to ‘localise’ the policy. With respect to local authorities, this can be achieved by local people – canoeists – lobbying their councillors, or through channels such as the Local Access Forum (noting that the existing role of LAFs has little to do with passage along water, although a widening out of voluntary agreements to other parts of England could give them an important role, even to the point of becoming involved in brokerage). It can also be achieved, as the Countryside Agency demonstrated at the Mersey, through making grants available to support the implementation of national policy.

Anglers want perceived equity of treatment

Although the issue for canoeists is about their moral right to access, most anglers view it from an equity stance: they pay for access to riparian rights and they pay annual rod licences. They would like the same conditions to apply to canoeists: that they are required to licence their canoes (this would also help identify who is on the water); and that they expect to pay for the property rights that they require in order to paddle along rivers. With equity in these areas, many anglers say they would be prepared to negotiate zoning (by space and time) to ensure that both users can enjoy their recreation unencumbered by the other.

Farmers, small businesses and private householders want security and privacy

The main concern for many riparian owners is privacy and security; canoes paddling past their property do not concern them as long as the canoes do not stop and the canoeists seek to get out onto the banks. For many this is mostly a case of not wanting trespassers on their land, and not wanting to be put in the position of having to challenge those who do come onto their land. For farmers, however, the concern is more for the welfare of their stock. This is both from their stock eating the remains of picnics (the start of Foot and Mouth Disease looms large here), and from stock escaping from fields. In many cases these owners are happy to consider specific requests to enter their land, even for camping. Small business owners are becoming increasingly concerned about vandalism and theft and, while not accusing canoeists directly, they do feel that the presence of one group of people on their property encourages others to do likewise.

Landowners and utility companies want a commercial proposition

For those who are used to making their assets earn a return, canoeing is just one opportunity in a commercial setting. Landowners are used to earning income from angling and will become interested in canoeing if they feel that their net income could increase. This could be because the canoeists will pay for parking and other services, or potentially that they could offer more than some anglers. In addition, landowners and utility companies may see the potential for canoeists to contribute to a larger scheme such as camping, catering or small scale retail outlets. It may also be that these types of owners allow canoeing as a means of demonstrating public access or public benefit without having to let the wider public onto their land.

Golf clubs, industrial and commercial occupiers want ‘no impact’ solutions

Where the primary use of the land does not demand that any additional uses are found that might compromise the main use, as is the case with public access to golf courses for example, low (or no) impact solutions such as allowing canoeing tend to be viewed neutrally: if a canoe club wants access to paddle past, they can have it as long as they don't get out onto the land and don't disturb the main user of the land.

Market surface versus moral claims

In many ways, the moral claims of canoeists seem to be increasingly out of touch with the ‘market’ approach adopted by many landowners and by society more generally.

With the traditional uses of rural land (farming and forestry) increasingly financially marginal, landowners need other sources of income from their resources. And rivers have traditionally provided this, through fishing rents. Thus canoes are, for many landowners, just another market opportunity: they will allow canoeing if they judge that their net income will increase as a result and that this will compensate for any inconvenience they believe they are likely to encounter. And they increasingly expect canoeists to operate in this light: to become active in the market by making offers to those with the rights that they require. Canoeists have made it clear that they are prepared to do this with respect to access to water, including facilities such as car parking, but are opposed to paying for passage along water, and find this type of commodification of access to inland waterways utterly at odds with their canoeing aspirations.

Canoeists are part of the problem and have to become part of the solution

Axiomatically, canoeists are at the centre of the process. There are two sides to riparian owner attitudes to canoeists: what they read and hear nationally, and what they hear and experience locally. Most landowners and all anglers are aware of the wider political context of some canoeists' wish for a public right of navigation to all rivers. Most landowners (and all anglers) also make claims about unregulated canoe activity on rivers where there is no agreement in place – and they ask consistently how one agreement is going to address this problem. Thus the attitude and demeanour of local canoeists is paramount to framing riparian owners' views about the chances of an agreement on their river being effective and enforceable.

This goes a stage further, as well: many riparian owners counter the request for a canoe agreement by claiming that they have no knowledge of the demand or need for an agreement on their stretch of water; they claim that they have never been contacted by canoeists requesting access, and that they are not aware of rivers with navigation rights being overcrowded. This is far from universal: on the Waveney, for example, canoeists have had informal contact with landowners for some time, while owners on sections of the Wear have been contacted by the canoeists about passage along the river for specific events. It is also the case that canoeists have, on occasions, acted pragmatically by choosing not to ask landowners whom they know are likely to refuse their request for passage. The result of this is a suspicion on the part of many riparian owners that negotiating an agreement on their river would not meet canoeist expectations. While it may be that this suspicion is ill-founded, and that agreements can contain clear regulations that will be respected, few of these landowners are prepared to take the risk.

There are ample opportunities for co-operative projects that can benefit all users

While there is a tendency to see canoe agreements in isolation, the case studies have shown that there is a lot of potential for clubs representing different uses to work co-operatively. Perhaps the best examples of this are on the Mersey, where the Burnage and Trafford Metrovick rugby clubs have offered canoeists use of their car parks and have agreed to having steps to the water on their land, all at no cost to the canoeists. In part this reflects the potential to attract new customers to the clubhouse and bar. However, it more genuinely reflects a desire expressed by many voluntary clubs to work together and co-operate for the common good: the rugby clubs have the

facilities available and canoeists have a need to gain access to the river and have somewhere convenient to leave their cars.

There is another potential example on the Waveney, where one angling club has offered canoeists use of its car park in return for an annual donation to charity by the local canoe club. This is particularly useful for the canoeists, given that this is a popular access point to the river where there is little alternative parking. In addition, the angling club is interested in the future possibility of working jointly with the canoeists to develop shared clubhouse facilities on land that they rent adjacent to the river and to some substantial lakes. A similar offer has been made on the Wear, involving a rowing club with good car parking and access, where canoeists are welcome to use the facilities, including changing rooms and access platform, as long as they check availability beforehand.

5 Review of Cases in Which Negotiations Failed

5.1 Introduction

In overall terms the project has delivered the target of 70km of new access and, in the cases of the Mersey and the Waveney, has created two substantial long distance touring routes. The 70km of routes involved successful negotiations with over 200 riparian owners and countless user groups and other stakeholders. However, some negotiations did fail, and it is important to analyse why this happened and whether actions could have been taken – and could be taken in similar circumstances in the future – to avoid these failures. The failed negotiations were:

River Wear: Section from the Sands, Durham, to Finchale Priory (8km)

River Mersey: Section from Carrington recreation ground to the Manchester Ship Canal (4km)

River Waveney: Section of river from Diss to Brockdish (13km)
 Section from Ellingham to Geldeston (3km)

(note: the Diss to Brockdish section was not included in the original contract, but was investigated with a view to implementing it)

5.2 River Wear

Context

Negotiation on this stretch of the river has broken down with one riparian owner who owns a significant length of riverbank downstream from Durham. Although permission has been granted on the other bank, the flow of the river at this point makes it infeasible for canoeists to keep left. In addition, the angling tenant of this owner has double bank fishing for one section and has indicated that it supports its landlord's decision and would seek to prevent canoeing on the left bank only. The section owned by the riparian owner is of such an extent that it is not possible to portage around the property. Negotiation has also failed with one angling tenant further downstream, again with double bank fishing, which has indicated that it would pressure its riparian landlords to refuse a canoe agreement.

It is understood that the owner involved has never been happy about canoeing - which has happened occasionally in the past - largely because the canoeists have played in rapids close to the owner's house and have got out on the land to inspect the rapids. The property also suffers from vandalism and trespass on the land. Given the sensitivity of this case, we retained a local land agent to establish contact. This went well and the owner agreed to consider granting some canoe access in return for guarantees about the paddlers staying in their canoes and not playing in the rapids. At this point the angling tenants were contacted and were broadly in favour of an agreement, to provide certainty over when the canoes might be on the river.

Before this could be developed from the interest to the evaluation stage, an angler meeting was held upstream of the agreement area to discuss repeated unauthorised canoeing that was disrupting one particular angling club. The meeting allegedly concluded with a commitment by all angling clubs on the river to stop all canoe access outside the Durham Peninsula (which is already heavily used by watercraft). Since not all the angling clubs in the agreement area had yet been contacted by the consultants (because not all had been identified and located at that time), it was also felt by these clubs that the consultants were being underhand by seeking to ‘pick off’ individual clubs without the others knowing. The result of this meeting was a change of attitude in the fishing clubs that we had contacted, and a decision by the riparian owner with whom we were negotiating to break off all negotiations and contact.

Following several unsuccessful attempts to begin communicating again, and a largely successful rehabilitation with most of the angling clubs (that led to the tenant club asking the landowner to reconsider), we concluded that there was no purpose in pursuing this further.

Review

This case highlights the difficulty of developing the adoption process differentially in an environment in which riparian owners and their fishing tenants are in regular communication. Our previous work indicated that we should contact riparian owners prior to other interests, on the grounds that they are the decision makers and we did not want them being unduly pressured by their fishing tenants, certainly prior to the awareness stage (see the Waveney case for an explanation of this position). We therefore contacted the riparian owners as we found them, and asked these owners for details of those likely to be affected by the canoeing – their angling tenants predominantly. We believe that this worked well in other cases, and was working well in this case until the upstream meeting changed the political environment in which the negotiations were taking place.

There is always the chance that the context will change in an unforeseen way, and that this may lead to negotiations failing. The lesson for the future is one of communication: making sure that users all know about the agreement at the same time, to prevent accusations of undermining some of them. To achieve this means making contact with all riparian owners at the same time and asking them to be open with their tenants. This means more market intelligence prior to the fieldwork starting, which is extremely difficult for external consultants, but is certainly possible for a local canoe club, particularly if they can find a knowledgeable local land agent to help them.

5.3 River Mersey

The plan devised in the feasibility study was to take the canoe trail as close to the Ship Canal as possible, ending on industrial land to which there is road access. During the feasibility study the owner of the land indicated that it could well be converted to an environmental use, with canoe access being possible. By the time of implementation this had not happened and it was clear that canoe access to the site would not be allowed, largely on security grounds. In addition, canoeists had

expressed concerns about leaving cars in isolated locations such as this land. As a result, Carrington Recreation Ground became the favoured location for the final egress point.

5.4 River Waveney

Context

The original plan on the River Waveney was to deliver a section of river from Shotford Bridge to Bungay Staithe, with a possible extension to Ellingham and Geldeston (the limit of the Broads Navigation). This was selected on the advice of angler contacts who had liaised with the seven angling clubs on the river to determine where and when canoeing could be allowed. The main section was completed ahead of schedule, with the angler contacts recommending that additional lengths upstream to Scole and possibly Diss could be negotiated, as well as downstream to Ellingham, but not to Geldeston.

The reason for wanting to stop the agreement downstream at Ellingham was to protect some of the best fishing on the river, between Ellingham and Geldeston, as well as trying to prevent powered craft coming up the river from the Broads. It was suggested that a side drainage channel could make an alternative canoe route, but it was felt that this was too far to portage from Ellingham sluice and was too narrow to be canoed for most of the year. As a result, the consultants approached the riparian owners and angling clubs and contacts on the Ellingham to Geldeston section to establish whether the link could be made to the Broads. While the riparian owners were not opposed to canoeing, the anglers made it plain that they had given up exclusive use of the Shotford Bridge to Ellingham stretch and they were not prepared to go any further. In addition, they threatened to pull out of the entire agreement if the consultants continued to negotiate for access between Ellingham and Geldeston. As a result, negotiations were broken off.

This situation upstream of Shotford Bridge was different, with a few major landowners and fishing tenants on the stretch between Scole and Brockdish who had little connection with the angling contacts lower down. Having made initial contact with the riparian owners on this stretch, the main angling club appears to have begun to lobby hard to prevent canoe access, in the process arguing that unauthorised canoeing had already commenced as a result of the work lower down the river. The riparian owners felt that they should respect their tenants' views and broke off negotiation. In investigating the unauthorised canoeing, it was found that a County Youth Service had begun to use the river from Diss to Shotford Bridge with no permission from any riparian owners, and that a report in the local paper claiming that they had permission had angered landowners and anglers.

Review

Having accepted the help of the angler contacts at the downstream end there was little that could be done to open the Ellingham to Geldeston section. To have done so would have been to antagonise the anglers and jeopardise the remainder of the agreement. The consultants also had concerns that opening this section could lead to

more encroachment by small powered craft, which could affect the quality of the fishing on this section. It was therefore felt right to respect the anglers.

This highlights an important lesson for the future: that accepting a supply-driven approach to negotiating an agreement, as in the Waveney case, inevitably involves acquiescing to the requirements of those supplying the access. This is essentially about controlling expectation, with the anglers adamant all along that the Ellingham to Geldeston section would not be made available to canoes, a condition which the consultants were prepared to accept in order to get the route completed. It was felt at the time that the anglers and riparian owners might relent when they experienced the success of the agreement, especially if they were approached by the canoeists. Already this appears to be the case, with some riparian owners apparently ready to talk about limited access from Ellingham to Geldeston.

The upstream issue was also about managing expectations. What the upstream owners and anglers experienced was an initial feeling that they were not part of the agreement and thus did not have to engage with it (i.e. they felt that they could remain at the awareness stage). This expectation was suddenly – in their eyes – overturned by the decision to expand the agreement to Scole, and they reacted by turning away from the agreement and any negotiations connected with it. This may well not have been the case if their section had been included from the start, so that they could have moved to the interest and evaluation stages along with the rest of the owners and anglers downstream. The lesson here is that it is important to communicate clear messages from the start of a process, and not seek to modify them during the process itself. Rather than extend the agreement boundaries immediately, it would probably have worked better to leave the Scole to Shotford Bridge section until the trial phase of the main agreement had been completed. Or, probably more effectively, it could have better to include a longer length in the original scheme, but with the provision that not all of it might be negotiated and implemented.

6 Way Forward

6.1 The Case Study Agreements

Overview

The four agreements are, inevitably, high profile, certainly among anglers, riparian owners and some canoeists. There is a lot of goodwill towards them, on all sides, with a widespread belief that they can address local access issues in a way that is sensitive to land and riparian interests. However, there is scepticism about their utility and value to the public. In utility terms, the arguments remain about the degree to which they will meet local canoe demands, while all users point to the resources that have been deployed to achieve 70km of additional agreement. While the point is repeatedly made that the case studies are just this - pilots to study the process of implementation and operation – there is no doubt that this is confused with the time, cost and effort that has been required to achieve four agreements.

While it is important for the local canoeists that the agreements do deliver sustained canoe access, their broader worth lies in the evidence that they have provided and should continue to provide on the process of implementing agreements. However, there are a number of issues to be addressed if this is to be achieved in full.

Regulating the Users

The critical element in supporting the agreements through to acceptance is the attitude and behaviour of the canoeists. Having evaluated the potential of the agreements and having agreed for them to proceed to a trial, the land and riparian owners are now in a phase where they will decide whether their evaluation of the agreements was correct or not. If their evaluation is positive they are likely to accept the scheme and allow canoeing to continue. If, however, it is negative, the agreement will either have to be renegotiated and a new trial commenced, or canoeing will no longer be allowed on the river.

This highlights an additional critical issue about who will undertake any such renegotiation, given that the failure to accept the agreement is likely to be a function of canoe use of the river during the trial and it is only really in canoeists' interests to renegotiate. It may be that, once the agreements are in operation, other stakeholders will become more involved in them. In theory, the local authorities on the Mersey and Teme are well placed to take on regulation and management functions on their respective rivers. But while there should be no difficulty in the authorities providing publicity or other information to help implement the agreement (for example, about the condition of the river), the ability of a local authority to patrol and enforce the agreement is much less certain, particularly in relation to land which it does not own and given that the agreement relates to an activity for which it has no specific statutory power or duty to take action.

On the Teme, it is Ludlow Town Council's control of the access and car parking at the Linney that is the key to enabling the council to effectively run the agreement. Moreover, nearly all of the river covered by the agreement can be closely observed from rights of way or other public highways, meaning that those who fail to abide by

the agreement can be easily spotted. Although not as visible, most of the Mersey is visible from statutory and permissive routes next to the river. In addition, the authorities have powers as owners of much of the river, although these powers may, in practice, be more apparent than real. Operational issues can similarly be addressed on parts of the Wear, by Durham City Council, the Durham Riverbanks Management Group and by some large landowners on the section above Durham. This would be more difficult to achieve on the downstream section, if this is included in the agreement. The position at the Waveney is quite different, with large stretches of the river, especially upstream of Earsham, being remote from public and vehicular access. In addition the river is, for most of its length, the boundary between Norfolk and Suffolk, making regulatory issues more fraught with administrative difficulties.

It is hard not to over-stress the significance of getting stakeholders involved in the regulation and control of the agreements, especially given the reluctance by some of them to make any firm commitment during the adoption process. Quite apart from the surveillance function that such stakeholders could provide, there is also the question of how routine maintenance and renewal functions will take place if they fall outside conventional departmental remits. There remains much work to do on these latter phases of the adoption process, to ensure that there is smooth implementation and that all stakeholders remain engaged with the agreements.

Yet, for all the operational plans that are put in place, the fate of the agreements lies with the canoeists. And this presents the canoeing community with a dilemma: do they work to ensure that the agreements are accepted and sustained in the long term, but in the process undermining their published claims that the agreements will not work; or do they distance themselves from the agreements? And what of the dichotomy between BCU members and non-members, for it is the BCU that has raised the stakes about the sustainability of the agreements? In most of the case studies the riparian owners talk about the difficulty of regulating non-members, especially where there is no canoe licencing or other forms of identification. Yet there is little evidence that the problems of unauthorised access are attributable solely to non-members.

The arrangements on the Mersey and Waveney are such that incidents of canoeing outside the agreements should be relatively minor. And early evidence from the Waveney is that canoeists are respecting angler requests that they keep away during fishing matches. This should also be the case on the Durham Peninsula section of the Wear, where open access should not afford too many problems. In contrast, the restrictions on the upper section of the Wear agreement and all of the Teme will require policing to ensure that they are respected. In addition, other problems such as unauthorised access from the river onto private land could be a problem at all the rivers, especially in the longer agreements, where canoeists may need to take a break and not be able to find a convenient official egress site. Again, early evidence from the Waveney suggests that, where the code and terms and conditions are clear and are well publicised, canoeists will abide by them and plan their journeys accordingly.

Perhaps the largest unknown is how land and riparian owners will respond to unauthorised access on other parts of the rivers, or on other adjacent rivers that are not subject to agreements. Evidence from the Wear indicates that this could be major problem, with repeated unauthorised use of one section of the river being met by a

threatened ban – by the anglers - covering the entire river. This is very much part of the voluntary project of such agreements, with ‘giving up’ some rivers or parts of rivers for canoe access being coupled – by the riparian owners and their tenants – with the expectation of an acknowledgement by canoeists that they will not canoe beyond the spatial and temporal boundaries of this and other extant agreements. Not only is this an onerous proposition for canoeists to accept, but it is also difficult to communicate to all canoeists, leaving those canoeing according to the agreement at the mercy of those who, for whatever reason, do not.

Licencing non-powered watercraft

Riparian owners on all four case study rivers have called for a national system of canoe licencing, with registration numbers to be displayed on the craft. The primary purpose of this is to allow all craft – and their users - to be traced, so that miscreants can be identified. In addition, anglers point out that a licence fee of the same magnitude as their angling licence would release a new source of revenue to help develop and maintain canoe agreements. There is sense in both these arguments. However, it is the former that is particularly significant for sustaining canoe agreements, because it would allow riparian owners and others to identify and report unauthorised or unacceptable behaviour in a way that would allow the appropriate authorities to address the issue.

Registration has been resisted by most watercraft users, on the grounds of bureaucracy and the infringement of their freedoms. However, legitimate canoeists should have nothing to fear from registration and should, in fact, welcome it as a means of separating out their licenced behaviour from any unacceptable or unauthorised behaviour by others. While licencing could be achieved through the individual agreements, as is the case on the River Wye, this would add a layer of bureaucracy that could only easily be addressed on the Teme, and then only at times when the car park and rowing boat attendants are usually on duty. For informal agreements such as the Mersey and the Waveney, licencing or registration would really have to operate at a regional or, preferably, national scale.

Congestion

A concern has been expressed by many stakeholders that the agreements could become sufficiently popular that they attract more canoeists than can be accommodated on the rivers. This is a particular concern on the Waveney, where years of low-key canoe use of one section of the river is widely tolerated by the riparian owners, but there are concerns that this balance could be upset. Indeed, even local canoeists have concerns that they could lose the quiet enjoyment and, for many, exclusivity that they have enjoyed for years (this type of exclusivity is found in many small scale arrangements for local people to canoe particular sections of river without formal agreement: the informality limits use to those who know, with outsiders effectively excluded). It is, equally, a concern on the Durham Peninsula section of the Wear, where there is already a perception of crowding – mainly competitive rowing and small hire craft – and a fear that canoeists could add significantly to the problem.

This is a legitimate concern, for well publicised agreements may attract a lot of paddlers, especially those who wish only to canoe where they have legal rights or

express permission. In the short run, the BCU local river advisor (LRA) will play a key role in trying to regulate group usage. However, it is recognised that the point of the agreements is that they are open and accessible to all, meaning that there is no need to contact the LRA, nor heed the advice given. If this does prove to be a major issue, there may need to be an arrangement for someone to police the main access points on busy days, to ensure that groups are of an appropriate size and are well briefed, and that there is an appropriate lapse of time between groups on the water. This may well have to be a duty of the local canoe club, given that it is the members who are likely to derive most benefit from the agreement. In the longer term, the best way of reducing the pressure on individual agreements and rivers is to have negotiated sufficient agreements to ensure that there is enough choice for those wishing to canoe. This is part of the strategic agenda highlighted in the feasibility study.

Future monitoring

The final stage of the adoption process is post-acceptance monitoring, at which time those involved should be able to feed their thoughts and experiences of the agreements back to the key stakeholders, so that the impact of the agreement can be monitored, and appropriate changes made to reflect these impacts. With the possible exception of Ludlow Town Council on the Teme, there is no suitable organisation able to carry out this function at any of the rivers – and even if such organisations emerged, there is no mechanism yet developed for ensuring that the results from the four rivers could be compared and disseminated widely. There is thus a need for a national body such as the Environment Agency to develop an approach to post-agreement monitoring that can be carried out by either its own staff (in this case, the Agency's regional recreation officer), or by suitably trained stakeholders such as the local canoe club members, or other representatives of the BCU.

6.2 The negotiation process

Time

The implementation of the case studies indicates that the critical path and its associated processes provide a robust method for developing canoe agreements. What they do not convey is the time required to develop an agreement and the consequences of using different drivers for developing the offer. Allowing sufficient time to undertake the process is critical to achieving canoe agreements. At the commencement of the process this is about the time taken to gather information, particularly about land and riparian owners. Later in the process it is about allowing time for stakeholders to become aware of the proposed agreement, commit themselves to it, and evaluate and implement it.

Thus, in seeking to operationalise the approach to negotiating agreements, clubs and other stakeholders must develop recording systems to find and store ownership and usage data, and must allocate sufficient time to assemble the data. It is hard to generalise how long this might take, but for larger agreements it is likely to be years rather than months. This time can also be used profitably to undertake the resource survey work. Once the data on ownership has been assembled it can usefully be

categorised according to ownership type, as discussed in section 4. If there is substantial local authority or trust ownership, time should again be allowed for these owners to go through their due diligence procedures. Although it is difficult to generalise, it is likely that a large local authority will require at least a year to proceed from awareness to trial. A similar length of time may be necessary for large commercial organisations and utility companies. While the time taken to assemble ownership data can be compressed by using more investigators (as was the case in this project), a similar compression is not suited to the bureaucratic decision making described above, meaning that enough time must be allowed at this stage. It is therefore important to think about how to keep other stakeholders aware and interested during this time.

Identity of the access champion

The feasibility study highlighted the need for someone to champion the access agreement. This was borne out in the implementation phase, particularly in moving canoe access up the local political agenda, but also in maintaining awareness and interest among the stakeholders when there is a delay in the implementation. In addition, the access champion must ensure that all communication happens inclusively, to keep all the stakeholders involved in developing the agreement. The lack of an identifiable champion for the Mersey undoubtedly undermined the consultants' claims about the demand for canoeing, while a common remark from many Durham landowners was that they had never heard from any canoeists in connection with access. It is thus important to identify an access champion (or champions) to lead the development of the agreements.

The implication of this is that the access champion should be a canoeist, or someone sympathetic to canoeing. This will ensure that there is a demand orientation to the implementation process. There is no example of this in the case studies, so no further conclusions can be drawn. In the absence of a canoeist, an alternative champion may emerge, as was the case with the anglers on the Waveney. While offering unprecedented access to landowners and other anglers, and negotiating considerable lengths of river, riparian access champions will inevitably protect their own interests. As the Waveney case shows, this was by insisting on the exclusion of canoes from two parts of the river, even though it is quite possible that some canoeing could have taken place in the areas at some times. In considering the negotiation of new agreements in the future, therefore, it is imperative that a canoe access champion is identified to lead the process and to ensure that a demand perspective is maintained throughout the negotiations.

Communication with stakeholders

As the review in Section 5 highlighted, one of the most critical aspects of the negotiations is the need to develop a communication strategy that ensures that all stakeholders have access to appropriate information at appropriate moments. This should be developed from the offer model, by delineating the information requirements of different stakeholder groups and determining how this information is to be communicated.

This requirement emerged from the implementation process, having not been identified in the feasibility study. The problem centres on who gets to know what information when. There is not necessarily a critical path to this, but rather a critical need to understand when each stakeholder group needs to move to the next phase of the adoption process. This can be illustrated in terms of awareness and interest: it is intuitively right that riparian owners should be the first to know of the proposed agreement and to have been able to express their interest or otherwise in its implementation. This means identifying all the riparian owners before implementing this stage, which can be extremely difficult. It also means that there is a small window of opportunity to make owners aware before they begin to become aware from secondary sources. However, existing river users – mainly anglers – will feel left out if the process starts without them, even if they do not have any property interests on the river (and, of course, some of them do have such interests). But letting the users know before the owners are aware risks the opposite process occurring, as well as allowing the users to influence owners' interest in the agreement ahead of the access champion being able to put the case in favour of the proposal.

As a result, communication to the users must happen very shortly after the owners have been made aware, with ample opportunity given to both groups to express their views to the access champion. This is a fine balance, and one that was not achieved satisfactorily on the Wear, where anglers inadvertently became aware of the proposal before some riparian owners had been contacted, leading them to feel marginalized and hostile to the proposed agreement even before they had heard about its detail. The lesson to be taken from this for the future is about ensuring that all contact information is known to the proposers before they embark on awareness raising and that, once this aspect of the process has commenced, they need to move swiftly to a position where all interests and stakeholders are aware and have been given the opportunity – or at least the expectation – to express their interest or otherwise in the agreement being implemented. This is both about time – which was lacking from the current implementation process – and about management and organisation of the adoption process.

6.3 Archival evidence

The four agreements in this case study process represent a resource covering both the techniques and processes of implementation, and the lived experiences of the rivers being used for canoeing. There are also, of course, other agreements in operation that have generated a wealth of experience and understanding for those involved. All this information needs to be collated, documented and made available to other river users seeking to develop agreements, to ensure that negotiations no longer take place in a vacuum, but are informed by good practice.

There is also a crucial need to monitor the development of the case study agreements, to support the adoption process through to acceptance and to provide feedback data that others can use to demonstrate the impacts of agreements on the utility of waterways for all users. This monitoring should include quantitative evidence, about the number and distribution of users and the number of incidences of conflict or congestion, for example. It should also include qualitative information about user and riparian owner perceptions and reflections of the canoe use. Finally, it should include some estimates of the social, economic and environmental impacts of the canoeing,

both as evidence for other potential agreements, but also to consider the long term public benefit of brokered agreements.

In addition to the evidence being made available, Government should also consider making limited call-off advice available to those thinking about developing agreements, allied to training programmes to develop the technical and negotiating skills that will allow even small voluntary groups to consider negotiating agreements on their local rivers.

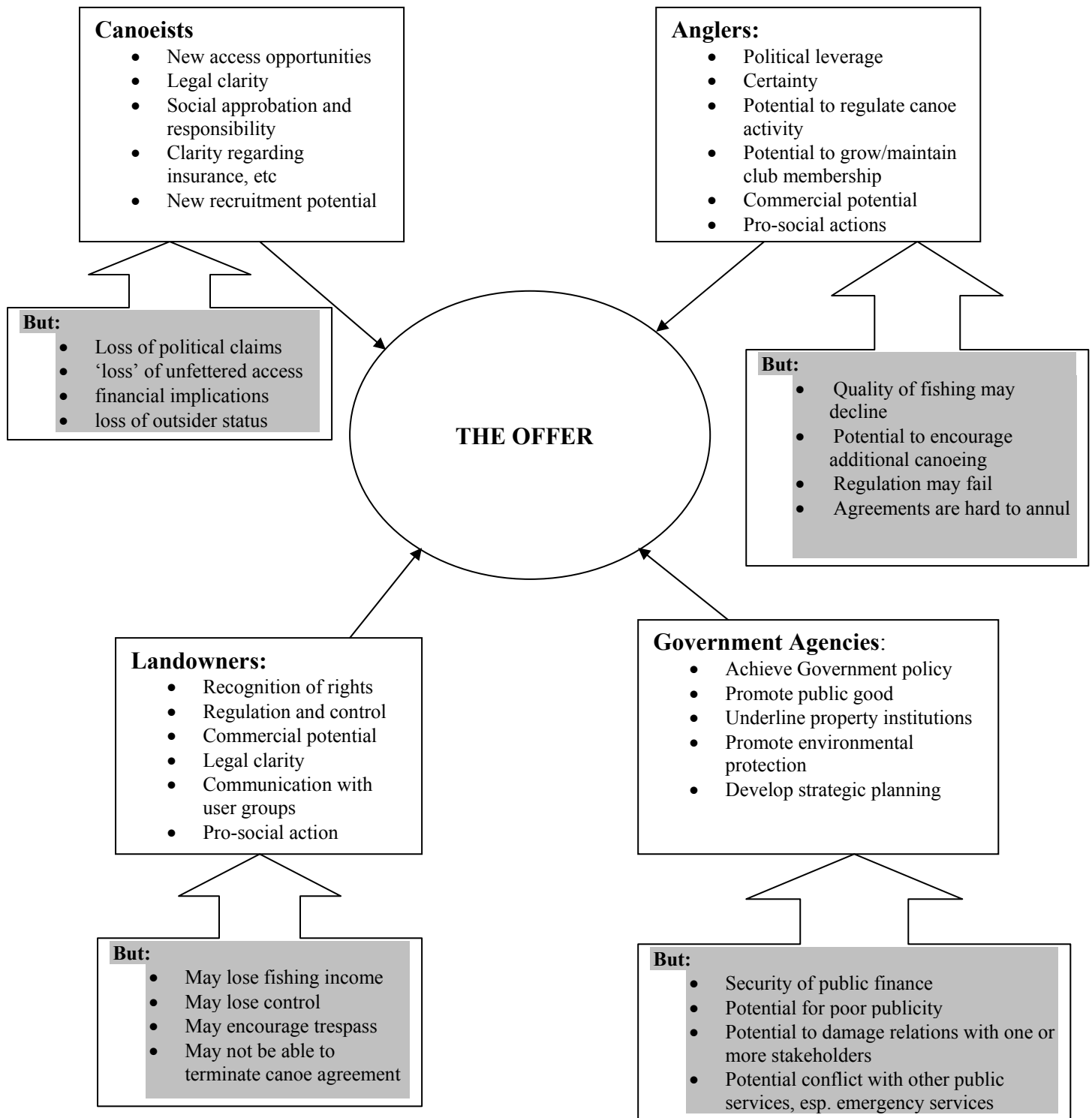
The archive and advice centre could be housed and supported by the BCU, as the national governing body of canoeing. However, this could only be contemplated if there were to be outright support for negotiated agreements as a long term and sustainable solution to gaining more access to inland waterways. Otherwise, it is preferable that the advice and guidance is located elsewhere, to maintain a level of independence that does not undermine local initiatives before they have had a chance to flourish.

6.4 Strategic guidance

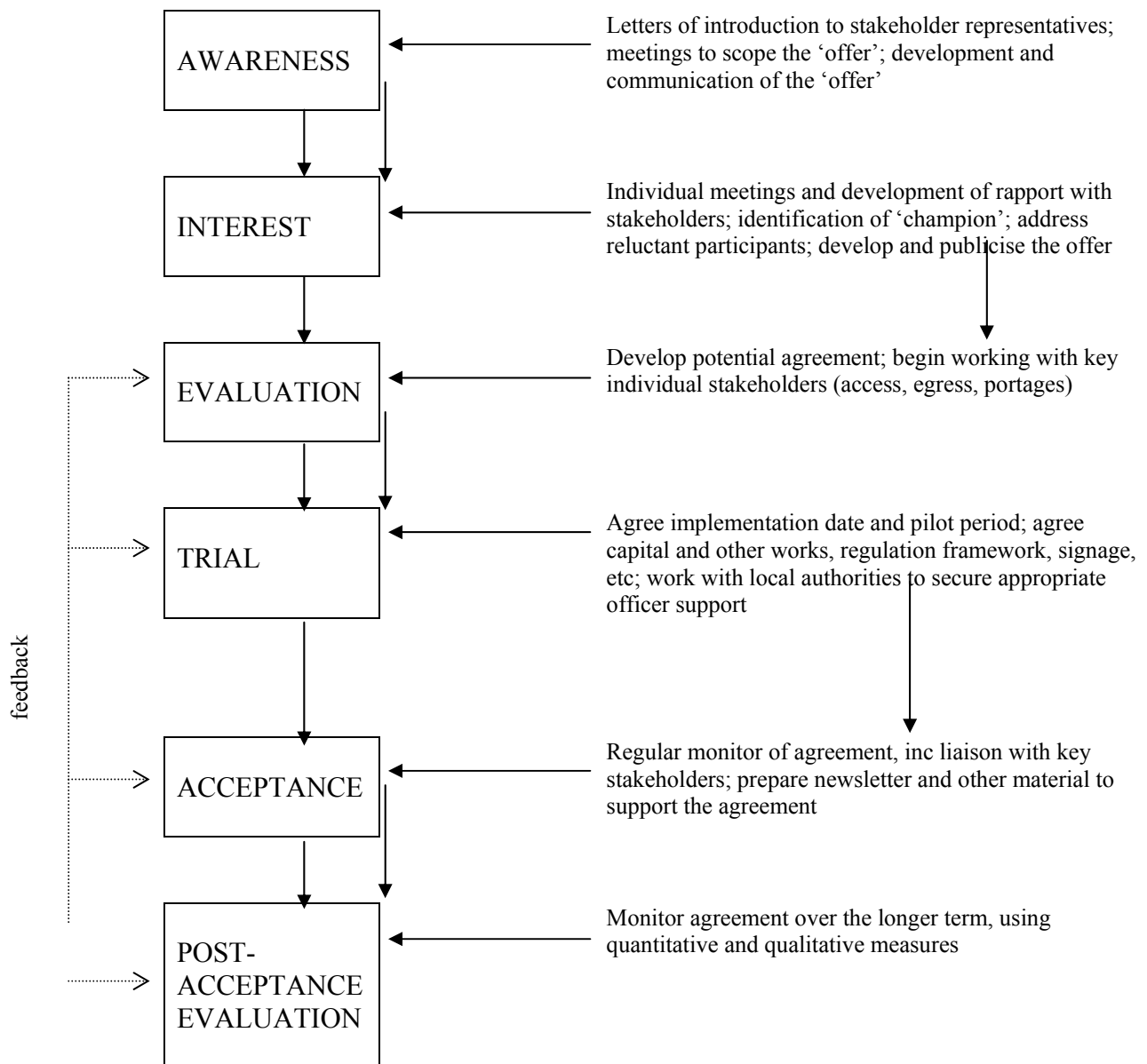
The feasibility study highlighted the need for a strategic framework for planning water-based recreation in England. This remains the case and, in the light of the case study agreements, is even more urgently required to ensure that there is a suitable range of canoe agreements available throughout the country. The potential here is to combine the strategic framework with the archival evidence (section 6.3 above) to develop an integrated information system that can link river potential and availability to different types of canoe agreements, and can communicate this to all users and stakeholders so that they can make informed decisions about where to canoe, or to fish; where to seek new agreements; where to seek to modify agreements; what physical and environmental criteria are relevant to determining capacity, and so on.

APPENDIX A: The Canoe Agreement Offer

Note: the comments made in this model are generic examples of the types of issues that each stakeholder might consider



APPENDIX B: Agreement Adoption Process



APPENDIX C

Report Form

Implementation of Voluntary Canoe Agreements on Rivers in England

River Mersey

Date 8th May 2006

Summary Data

Commencement date for work on the agreement	March 2005
Target section and length to be achieved	Stockport town centre – Carrington recreation ground (26 km)
Section and length achieved	28 km
Completion date	Completed
Target date for commencing the agreement	July 2006

Riparian owners involved

(see Annex 1 for the 'offer map')

	With access or portage over land	s.16 Dedication	Formal agreement	Open licence	Other arrangement	TOTAL
Number of owners	9	7: 4 golf clubs; SMBC [expected]; MCC / TMBC [under consideration]		4: 1 completed + 3 to be finalised	4 written confirmation; 13 verbal; 15 denial of riparian ownership; 22 tacit permission (no replies); 1 refusal	74 (excl. residential properties)
Length of river (km/%)		6.2km + [potentially] 13.8 77%		3.7km 14%	2.3km 9%	28km
Access and portage points					Ford Street access and Bleach Works weir (SMBC); Burnage RFC; Northenden Weir and Chorlton Water park (MCC); Sale Water park (TMBC) Metrovick RCC; Ashton Weir portage; Carrington recreation ground	9

Description of the agreement

(see Annex 2 for the map, terms & conditions and code of conduct)

A single agreement applies to the whole length of the river. It consists of the map setting out where canoeists can go and where they can get in and out of the river, a set of terms and conditions, and a code of conduct. All riparian owners have agreed to these documents forming the agreement, although the means by which permission to canoe has been granted varied (as outlined above). This includes dedicated and non-dedicated land.

Since dedication leads to a public right of access, there can be no restrictions beyond the CROW Act in terms of how it is used. The terms of agreement and code of conduct are thus advisory with respect to the dedicated sections of the river. However, since dedicated and non-dedicated lands are intermingled along the river, the terms and code that regulate the use on the non-dedicated land effectively determine how the landowners would like the entire river to be used.

Summary of Capital and Other Works Undertaken to Prepare for the Agreement

(see Annex 3 for the risk assessment)

Improvements and site reconstruction works have been carried out following the risk assessment. All major works at the sites and on the river (signage) are expected to be completed for the formal opening of the canoe trail in October (most were completed by April/May 2006). The particular improvements have been done at the following sites:

Burnage RFC access and Bleach Works, Heaton Mersey

Site reconstruction works are ongoing near Heaton Mersey Bleach Works (Stockport) as part of a riverside project by Stockport Council and Mersey Basin Campaign.

Portage is being created around Bleach Works weir. In addition, the construction of a set of steps is nearly completed on land owned by Burnage RFC. This is becoming a central point for access and canoe oriented facilities, including changing facilities, long stay car parking and refreshments.

Trafford Metrovick RCC

Metrovick RCC made available access to their car parking and refreshments facilities. The club has also obtained funding from the Countryside Agency for the construction of steps to the water hence creating another central point for canoe access with appropriate facilities.

Ashton Weir

This is the most dangerous obstruction on the river and canoeists must not attempt to paddle over the weir under any circumstances. The construction of a portage on the right bank is underway.

Signage and guide

The EA continues to work with local highways on placing warning signs and information boards at the access points and portages. The production of a guide/leaflet is coordinated by Stockport MBC in partnership with the 2 unitary councils, the Environment Agency and the Countryside Agency.

User Groups and Non-Riparian Owners Involved in the Agreement

User Group or Non-Riparian Owner	Capacity in which involved	Significance in achieving the agreement
BCU NW	Local River Advisor engaged in resource description and canoe sites identification.	Useful in formulating the agreement, but potentially crucial in increasing the awareness of the scheme, promoting the trail, engaging diverse groups in canoe activity.
Mersey Basin Campaign	Involved at the awareness stage of the implementation	Potentially significant in promoting and facilitating the establishment of community-based initiatives and incorporating land-based and water-based activity along the trail (e.g. Heaton Mersey regeneration project)
Mersey Valley Countryside Warden Service	Site management structure contacted by MCC and TMBC already looking after a number of locations along the river. Involvement via LAs in site inspection and maintenance	Useful; importance may be increasing at particular points of the trail to ensure adequate condition of signage.

Access Champion(s)

Who made it possible for the agreement to be achieved, and what did they do?

<p>Local Authorities</p> <p>Stockport MBC has been most helpful in promoting the project. Improving the use of the river has been one of the council's priority areas and the communication between the departments has been easier than that with Manchester and Trafford LAs. Rights of Way and Access Officers within these councils have been contributing continuously to the communication with other relevant departments.</p> <p>Carrington Parish Council is the owner of land identified as a suitable finish point of the canoe trail. They have been supportive and enthusiastic in integrating canoeing trail with their site development plans, which are currently being completed.</p> <p>Golf clubs</p> <p>Achieving land dedication and granting higher rights for canoeists secured access to a considerable and continuous stretch of the river (24%) and provided an example for any other owners willing to dedicate.</p>

Implementation Process

(see Annex 4 for the Agreement Adoption Process)

Overall the approach to negotiating the agreements and the steps taken were similar across all identified riparian landowners and occupiers. The process began from identification of the landownership, followed by the establishment of the initial contact and proceeded to negotiations with individual owners. The timescale of steps undertaken is presented in Annex 4. Some additional notes and observations made during the implementation are outlined below.

Local Authorities

Several departments within the 3 unitary authorities have been involved in the scheme, although negotiations were primarily carried out with one senior officer from the appropriate department. The approach adopted was to present the councils with a proposal which targeted the implications of the scheme specifically to the council's policies. The proposal also outlined the access/egress locations and any associated management issues. To address liability issues, the proposal outlined the key benefits of land dedication. Unlike individual private landowners, local authorities face the need to take on certain responsibilities related to canoe trail provision. These responsibilities may involve inspection and maintenance of key points, such as access/egress and portages.

The process of negotiation, however, has been considerably lengthy, possibly due to the novelty of this type of activity for LAs and lack of logistics for the procedures that it entails. To date, only one of the LAs, Stockport MBC, has achieved the stage when relevant departments have dedicated land under CROW. This adds a further c. 5 miles (6 continuous landholdings resulting in 3.3km of river stretch) of dedicated land. In addition, the council is completing acquisition of additional land in the vicinity of one of the canoe access points (Heaton Mersey) and intends to dedicate these holdings at a later stage.

The remaining 2 local authorities, Manchester CC and Trafford MBC have both expressed their support and willingness to be affiliated with the scheme. Some steps have been taken to address management issues at particular locations (access points and portages). Both councils, however, are still in the process of taking action to dedicate their ownership on the river. Following developments (April 2006) through engaging Local Access Forum and direct contacts at the chief executive level appeared to have brought more attention to the matters and more progress can be envisaged.

Golf clubs

Land ownership by golf clubs along river Mersey was the second largest after the ownership by local authorities. Achieving an agreement with golf clubs therefore was an important part of the canoe access negotiation. Land dedication was proposed to and completed by 4 golf clubs securing canoe agreement along a considerable stretch of the river (6.2 km or 24% of total length). Land dedication appeared to be a suitable type of agreement for golf clubs for a number of reasons. The extent of landownership by each golf club is significant and the nature of adjoining land use in the area is well established. Public rights of way (Trans Pennine Trail and other footpaths) run along nearly all golf courses resulting in recognition of likely health and safety issues (balls

flying off golf courses and injuring footpath users) and the associated liabilities. One of the major benefits of land dedication under s. 16 of CROW 2000 Act is that the liabilities can be reduced to the level of that to trespasser and there is therefore an apparent reason for golf clubs to consider land dedication.

Sport / recreation activity clubs

Communication with sport clubs, outdoor pursuits groups and owners of recreation grounds was straightforward and efficient due to relevance of canoeing and the proposed canoe trail scheme. The support and provisional agreement was achieved at early stages of communication. There appeared to be opportunities for more integrated and long-term developments, such as shared use of changing facilities and existing car parks as well as provision of access/egress structures (as the example on the river illustrate).

Large businesses

Communication with large companies required several attempts of establishing the dialogue. For those businesses with explicit and extensive ownership of the river, the negotiation has resulted in requesting a formal type of agreement. Similarly to LAs, large businesses have multi-level structures and require consents and approvals from various departments. This largely explains why the agreements (although provisionally accepted) have not yet been formally finalised.

Other owners and riverbank occupiers

A small proportion of the river adjoins land owned by small and medium size businesses as well as residential properties. The actual ownership of the waterbed varied across the owners. In some cases, the land occupiers were unaware of their riparian rights (e.g. an industrial property in Stockport or Sale where the property boundary along the river is indicated by a solid fence or wall; or a residential property in Didsbury or Flixton separated from river by a road). Riverbed ownership could not be established via land registry search either. Regardless of the ownership position, all land occupiers have been contacted (verbally or in writing) to obtain their permission. This resulted in verbal or written permissions for canoeing along their property or in case of no response classified as 'tacit permission'. Some farm owners (Carrington section) with land adjoining the river opted to grant permission on a trial basis due to potential disturbances to grazing stock or other disturbances. Only one landowner objected to granting the permission for canoeing and this was clearly indicated on the canoe trail map and signs were placed on the river before the property asking canoeists to keep to the opposite bank.

Barriers to Achieving the Agreement

a) barriers to achieving the full or potential length of agreement (legal, social, physical, environmental)

The full length of the accessible river has been secured through various agreements. There are indicated access points (6) along the whole canoe trail which enable access and use of shorter routes. Site improvements and portages at certain locations need to be completed in order to make the full length usable. The last section of the route (Urmston-Carrington) runs through an environmentally sensitive area. However, the impacts from canoeing are not likely to be considerable as there are no stopping points past Ashton Weir.

b) Legal barriers to achieving all year open access (legal, social, physical, environmental)

The canoe trail is envisaged to be open for access all year, subject to completion of works at access points and portages. At present there are no angling interests preventing use of the water. For land dedicated under s. 16 of CROW Act 2000 the access can be restricted for up to 28 days a year for land maintenance or other purposes (e.g. golf clubs holding annual events with increased golfing activity).

SWOT Analysis

a) strengths

Absence of major conflicts (such as angling interests) and the overall support towards the scheme by the major owners (local authorities) facilitated the development of the agreements. The river trail has an adequate number of access points and suitable site management structures (Mersey Valley Countryside Warden Service) to look after the sites under the LA jurisdiction. Additional interest to canoe-oriented facilities and activity has been developed by 2 sport clubs and by a Parish council for a recreation ground. Together with good existing connections with water park activities there is a very strong infrastructure to support the increase in the canoe activity.

Land dedication made by several private owners is an additional advantage from the perspective of the availability of the resource in the long-run and also as a demonstration of the implementing new legislation.

b) weaknesses

The major weakness is the lack of interest from canoe groups. BCU and local clubs need to become more involved in the promotion of the resource and to encourage the use of the trail (or parts of the trail) by various canoe groups (incl. less experienced and beginner groups).

c) future opportunities

There are good opportunities for the trail to become a central feature attracting recreational, economic regeneration and community initiatives and hence increasing and integrating canoe activity. Increase in the resource is likely to speed up the land dedication by the LAs and possibly other private owners. There is a potential that the dedication can be extended to certain stretches of other rivers in the Mersey basin (Goyt).

d) threats

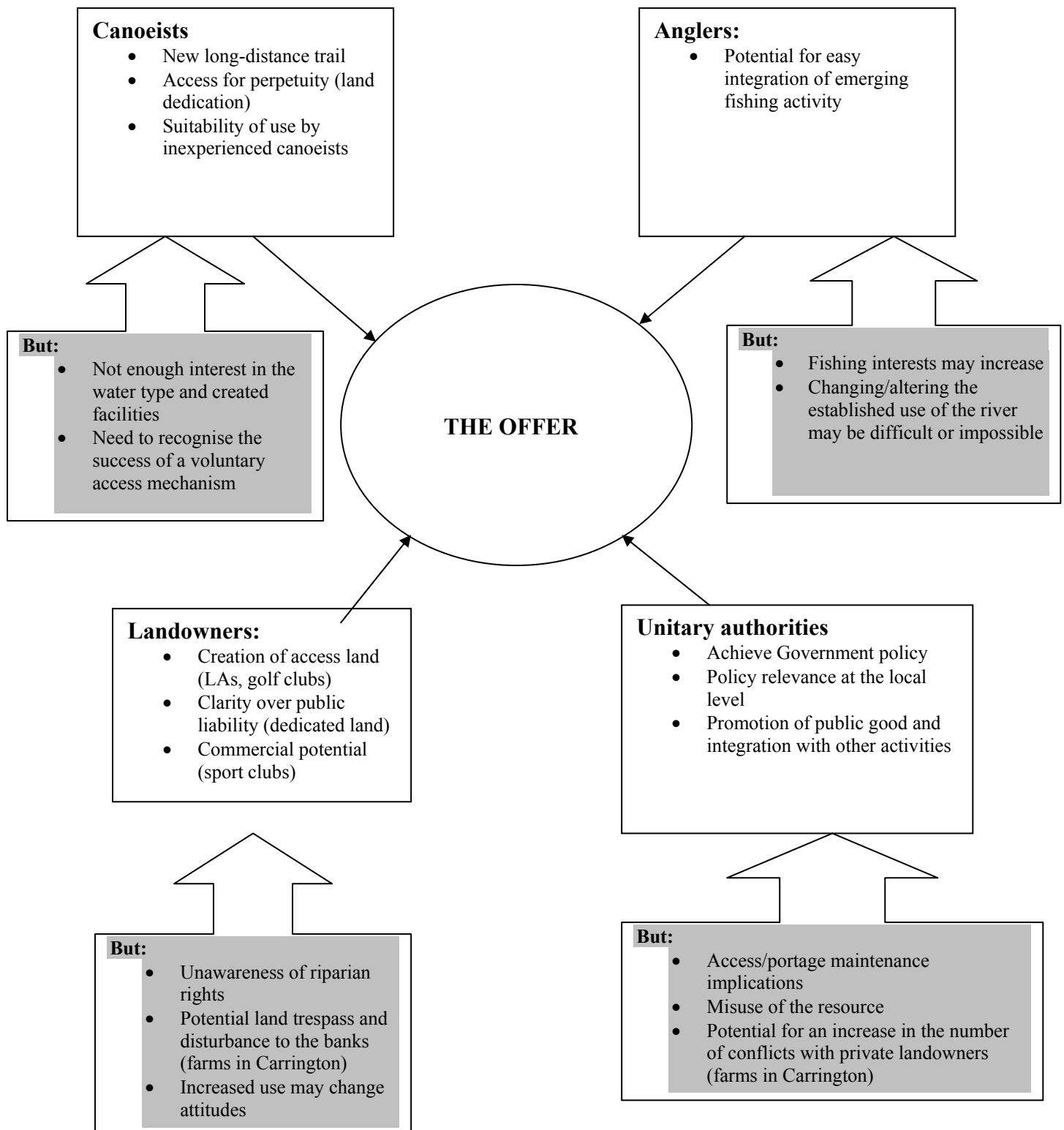
The trail is not given the necessary level of interest and commitment either by BCU or by local authorities. This may result in lack of awareness of the resource, insufficient use or misuse of the resource and deterioration of the existing access/portage structures.

The attitudes of certain private owners who have not raised any objections (tacit permission) or verbally agreed to canoeing may change if the activity on the river becomes more significant.

Major Lessons to be Learnt

- Working with LAs. Extensive ownership by LAs was initially identified as a strong component for this pilot area compared to other pilot areas. It is apparent, however, that having the support for the scheme development ‘in principle’ at the officer level is not sufficient for achieving a formal agreement. Recognition of the policy relevance at the senior level may be required in order to secure the commitment at the council officer level.
- Small-scale initiatives and interest in particular locations are likely to have highly positive impact on the success of the agreement. Examples of creating new access points and integrating canoeing with other land-based recreational activities (Burnage RFC, Metrovick RFCC, Carrington recreation ground) demonstrate a real interest in canoe activity and the potential importance of the resource.
- The level of commitment and interest from BCU and canoe clubs determines the long-term success of the agreement. The newly created access opportunities need to be promoted, utilised and maintained in adequate condition in order to sustain the resource.

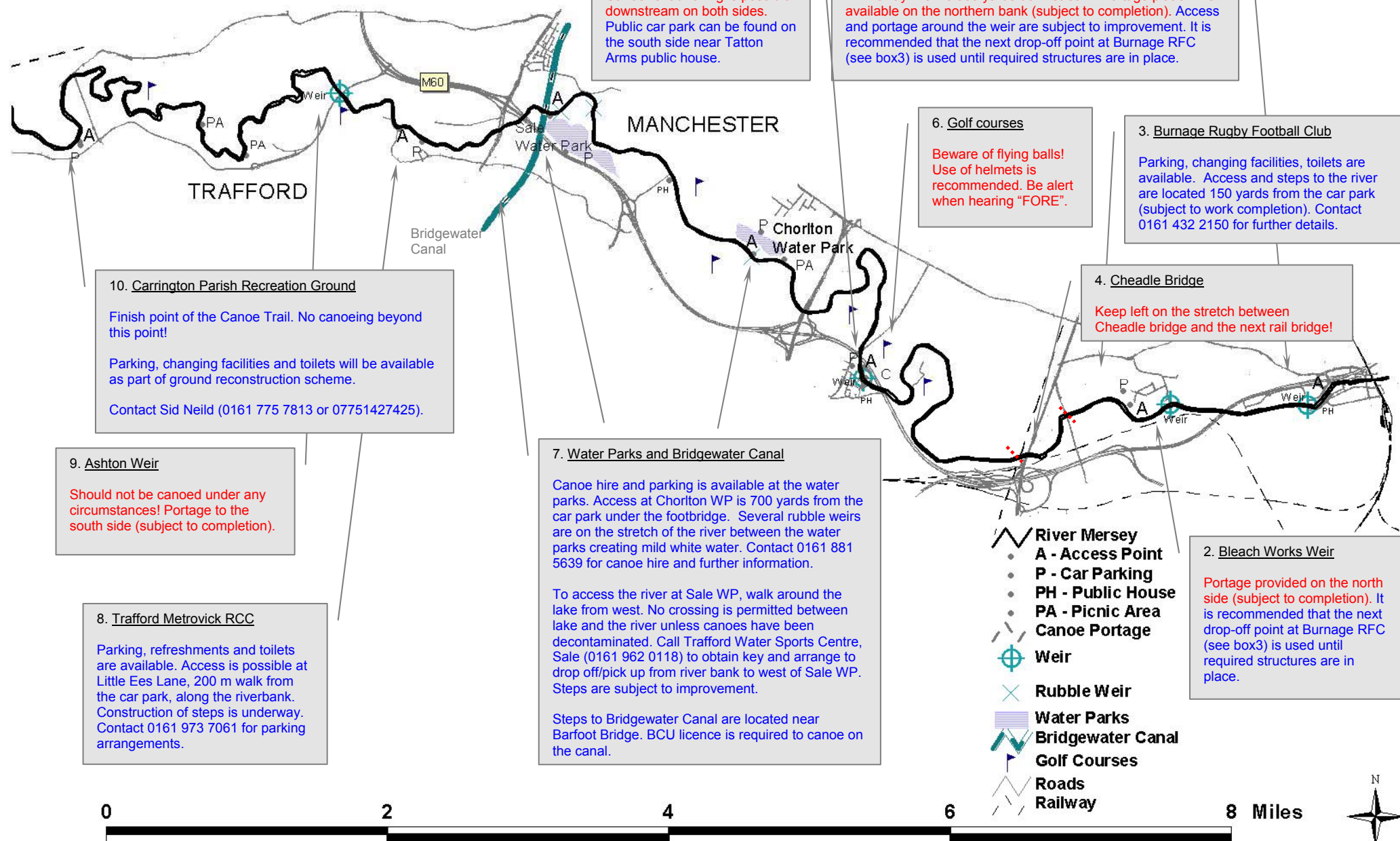
Annex 1. River Mersey Offer map



Annex 2

Canoe trail on the River Mersey

Stockport Town Centre – Carrington



RIVER MERSEY: TERMS OF AGREEMENT FOR CANOEING

You can canoe on the River Mersey between Ford Street, Stockport and Carrington Recreation Ground, Carrington. Access and egress points are marked on the map. **These are the only places at which you can enter and leave the river (or moor up against the bank) other than in the case of emergencies.** There are also designated portage points to get around obstructions. Directions should be followed and the portages used solely for this purpose.

Part of this stretch of the river is dedicated as access land under the Countryside and Rights of Way Act 2000. The stretches covered by the Act are indicated on the map and also on relevant OS maps. On these stretches you are subject to the provisions of the Act. On the remaining stretches of the river covered by this agreement, you may canoe by permission of the land and riparian owners. On these stretches you are subject to the provisions set out below, and to the code of conduct currently in force on the river (see opposite).

By using the river, you agree that:

- Boating (including canoeing, rowing and the use of any self-propelled watercraft) is an assumed risk activity. The degree of risk may be related to factors such as water conditions, your experience and ability, and to unrecognised hazards in the river channel.
- This agreement does not imply that the river is safe; you must make your own assessment of the river's dangers before accessing the water.
- Riparian owners cannot be held responsible for any accident or incident that may result from boating on the River Mersey.

You should only use the river for boating if you accept these conditions.

This document is not to be taken as evidence that there is, or is not, a public right of navigation on this section of the river. Use of the river for boating cannot invoke such a right.

Boating should only take place where there is sufficient water to avoid damage to the river bed.

Riparian and fisheries owners and tenants and their agents agree that they will not knowingly obstruct the course of the river.

Riparian and fisheries owners can close their parts of the river on the following grounds: Public health; Pollution and dangerous obstructions; Protection of fauna and flora; Engineering works; Events. In all cases the duration of the restrictions or closure will be set by the provisions of the Countryside and Rights of Way Act 2000.

Disclaimer: No organisation, their representatives nor individuals involved in the development of this agreement can be held responsible for any loss, damage or accident. You park and canoe/row at your own risk. Please accept and respect this.

CODE OF CONDUCT

The Countryside Code applies to this agreement. It is available as a leaflet, or via www.countrysideaccess.org.uk.

In addition to the Countryside Code, you should observe the following provisions when canoeing on the River Mersey:

- Boating should normally take place only during daylight hours;
- You should be a member of a recognised club or association;
- It is recommended that you have personal liability insurance; this may be included in your club or association membership, otherwise you should contact your insurer;
- It is good practice to display a registration or other mark on your craft.

Before Entering and After Leaving the Water

- Be friendly and polite to local residents and other water users;
- Park sensibly without causing any obstruction. Use designated car parks where available (this may involve unloading equipment and parking at a distance from the river);
- Be as quiet as possible;
- Unload kit tidily;
- Get changed out of public view;

On the Water

- Safety is paramount; boaters must use the river in a safe fashion and must have appropriate safety equipment. At all times on the River Mersey this should include protective headgear.
- It is good practice to canoe in a group of at least three.
- Weirs are dangerous and you should keep clear of them at all times;
- Consideration must at all times be given to landowners and users of the river and on no occasion should any use take place that may impair the river environment or the enjoyment of other legitimate users. All people using the river have a duty of care to themselves and others, and will be responsible for any damage caused to private property;
- Keep away from the banks (except at access and portage points) and keep disturbance to the river bed to a minimum;
- You should not tie up or moor to any apparatus, kit or infrastructure in the river or on the banks, except in an emergency or where it has been provided for access to and from the water;
- Remain quiet whilst approaching and passing anyone on the river;
- Normally pass on the far side of the river from someone fishing from the bank, or as directed by that person;
- If and when it is necessary to stop or to land in an emergency or at one of the approved landing places, keep reasonably still and quiet and in a small area;
- If in any doubt about where to pass or on any other point, group leaders should make their presence known to those fishing and ask for guidance;
- All river users should do their best to avoid arguments.

USEFUL CONTACTS

BCU contacts:

General Enquiries: 0115 9821100 or www.bcu.org.uk
BCU North West Local River Advisor: Chris Cleaver (01625 878838)

Canoe Hire:

Chorlton Water Park (0161 881 5639)
Trafford Water Sports Centre (0161 962 0118)

Car parking and access:

Burnage Rugby Football Club, Heaton Mersey (0161 432 2150);
Chorlton Water Park, Didsbury (0161 881 5639);
Trafford Water Sports Centre, Sale (0161 962 0118);
Trafford Metrovick Rugby and Cricket Club, Sale (0161 973 7061);
Carrington Parish Council Recreation Ground (Sid Neild 0161 775 7813 or 07751427425).

Call in advance to arrange long-stay parking

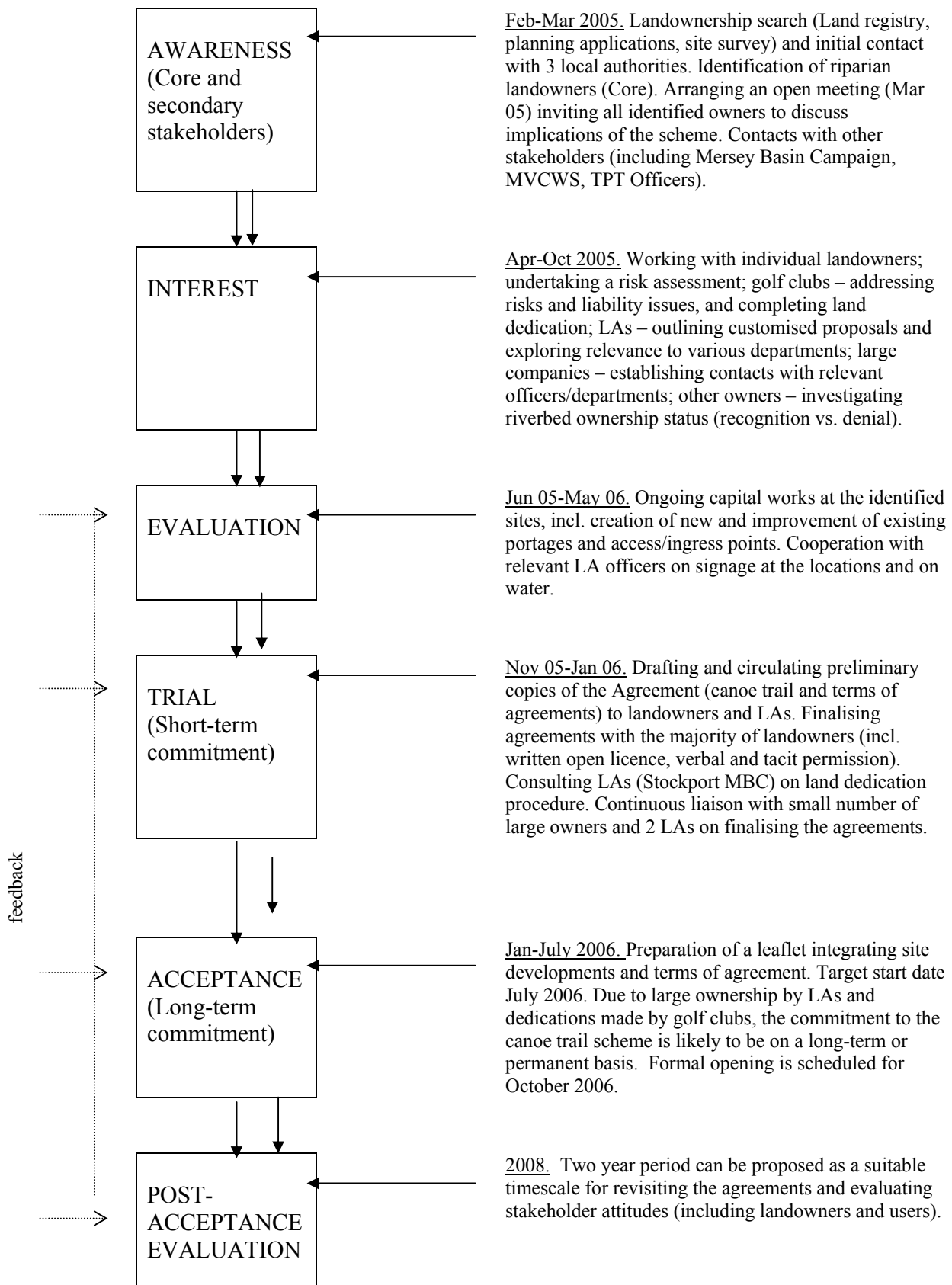
Annex 3. Risk Assessment and Management

Site	Description	Risk Rating L=Likelihood; S=Severity; 1-5: Low 6-10: Medium 12-25: High	Risk Management
Ford Street, Stockport	<p>First potential access point at the end of Ford Street. There is an open space on the south bank leading onto naturally slopping banks under Hollywood Way bridge. The bank is naturally mild making access relatively easy.</p> <p>Risk: sliding down bank into water</p> <p>Risk: bank giving way or being washed away</p> <p>Car parking is only available off-street away from the launching point; canoeists need to walk through a busy industrial estate, with the access to the Ford Street launch point frequently blocked by a car repair garage.</p> <p>Risk: poor parking and road obstruction; road accidents</p>	<p>L=2; S=2 →Low</p> <p>L=2; S=4 →Med</p> <p>L=3; S=3 →Med</p>	<p>Steps and/or portage to facilitate launching of canoes.</p> <p>Take action to reinforce bank and access area</p> <p>Identify access routes to the launch site and ensure that the garage does restrict or obstruct these.</p>
Brinksway Weir, Stockport	<p>Potentially dangerous weir for inexperienced canoeists and under certain weather and water level conditions.</p> <p>Risk: being pulled into the face of the weir, capsizing & drowning (note potential presence of Weils Disease)</p>	L=2; S=4 →Med	<p>Option 1. construction of steps upstream and downstream of the weir on the north bank; negotiations are required with private owner (Map Ref 121, Appendix C). Banks are steep making this a difficult and expensive option.</p> <p>Option 2. canoe pass; negotiations are required with EA re the impact on river flow.</p> <p>Option 3. Put a hole through part of the weir to allow canoe access; negotiations required with EA re the impact on river flow.</p>
Section 1 (Stockport MBC)	Water quality is poor along the industrial part of Stockport area. There is potential to catch Weil's Disease due to contact with the river. Canoeists need to be made aware of this risk as the symptoms are likely to appear only several days after		

	the contact with water. Risk: contact with water and getting the disease	L=1; S=3-4 →Low	Information provision and awareness of Health & Safety regulations.
Bleach Works Weir, Heaton Mersey	Dangerous weir, although known to be shootable by experienced canoeists under certain weather and water level conditions Risk: being pulled into the face of the weir, capsizing & drowning (note potential presence of Weils Disease)	L=4; S=4 →High	Option 1. Steps upstream and downstream of the weir on the north bank. The difficulty of construction is due to sheer banks. Negotiations are required with private owner (Map Ref 137, Appendix C) for construction of steps downstream, ownership of land upstream is unclaimed. Option 2. steps upstream and steps at Heaton Mersey access point (500m walk on footpath). Heaton Mersey project underway, with step maintenance to be assumed by Stockport MBC.
Golf courses	Canoeists enter the areas where a series of golf courses are located on both sides of the river Risk: being hit by a golf ball and injured; possibility of drowning	L=1; S=4-5 →Low	Signage and information provision
Northenden Weir	Dangerous weir, should not be attempted under any conditions. Portage is in place, although ownership of the steps is in dispute and the steps are not being maintained Risk: attempting to shoot the weir, being pulled into the face of the weir, capsizing & drowning Risk: the steps are damaged or washed away as a result of poor maintenance	L=2; S=5 →High L=3; S=5 →High	Signs for the portage steps need to made clearer to canoeists, further upstream. The danger should also be reinforced on the map. The ownership of the land needs to be clarified and an inspection and maintenance regime agreed as a priority
Golf courses	Canoeists enter the areas where a series of golf courses are located on both sides of the river Risk: being hit by a golf ball and injured; possibility of drowning	L=1; S=4-5 →Low	Signage and information provision
Riffles along the route made up of sections of rubble or gravels	Providing sites of white water; these are washed out during average flows, may cause some challenge at low flows for more inexperienced paddlers. Risk: capsizing, getting stuck on gravels, canoe damage.	L=2; S=1 →Low	Information on the route should make users aware of these and other natural hazards along the route that may provide some challenge to less experienced canoeists.

Little Ees Lane	Mild banks with slipway; footpath on the south bank leads to Little Ees Lane where loading of canoes is possible. Risk: sliding and falling into water	L=1; S=1 →Low	No improvements necessary
Ashton Weir	Very dangerous weir, should not be attempted under any conditions. Portage needs to be put in place. There is a scour wall below the weir that could trap even the most experienced canoeist as well as a dangerous circulating stopper. Risk: attempting to shoot the weir, being pulled into the face of the weir, being caught between the weir and the scour wall, capsizing & drowning	L=3; S=5 →High	Signs and portage steps need to be provided and clear to canoeists, further upstream. The danger should also be reinforced on the map and in the guide. Ideally canoeing should be prohibited in the section below the Carrington spur road and to include the Weir.
Carrington Playing Fields (end of route)	Mild banks and slope leading to playing fields with parking and shower facilities to be developed where loading of canoes is possible. Risk: sliding and falling into water	L=1; S=1 →Low	Portage platform required to assist egress from river
Throughout sections 1-4	There are several bridges (including footbridges) along the river, which can be used by young people (children) to throw bricks or other objects. The bridges are visible from distance and canoeists need to be alert when approaching the bridge. Risk: injury or canoe damage	L=1; S=4 →Low	Self-awareness; need to be alert when approaching a bridge. Regular inspection/policing or another form of indication of management authority and police
Throughout sections 1-4	There are isolated islands of debris, logs or rocks appearing from shallow water. Although visible from a distance, care should be taken to notice these in advance and take the necessary steps to avoid Risk: canoe damage or injury	L=3; S=1 →Low	Self-awareness; canoeists advised to stay closer to the bank with higher water flow. Water level information can be made available through local clubs or BCU

Annex 4. Agreement Adoption Process



APPENDIX D

Report Form

Implementation of Voluntary Canoe Agreements on Rivers in England

River

Teme

Date

5th May 2006

Summary Data

Commencement date for work on the agreement	October 2005
Target section and length to be achieved	Linney Recreation Ground to steps beyond Pipe Bridge, Ludlow; 2km
Section and length achieved	2km
Completion date	July 2006
Target date for commencing the agreement	October 2006

Riparian owners involved

(see Annex 1 for the 'offer map')

	With access or portage over land	s.16 Dedication	Formal agreement	Open licence	Other arrangement/ yet to be finalised	TOTAL
Number of owners	3	0		6	28	37
Length of river						2km
Access and portage points	3			1 access at the Linney	1 egress at Temeside; 1 egress left bank after Dinham Weir, with pedestrian access to the Millennium Green and Linney. Emergency exit above the Horseshoe Weir is being planned and will be constructed in 2007.	1 access; 2 egresses; no portages

Description of the agreement

(see Annex 2 for the map, terms & conditions and code of conduct)

This agreement provides limited access to a short stretch of river that comprises four shootable weirs. It is approximately 2km in length. Access is gained from a canoe platform provided in a public recreation ground (The Linney), where cars and minibuses can be parked and where there are toilets. Canoe passes are understood to have been constructed on each of the weirs but may need further modification to improve their safety. Egress from the river is possible after the first weir (Dinham Weir), for those who find the experience too difficult. Once past Dinham, paddlers have to shoot the remaining weirs, after which there are steps to Temeside, where craft can be loaded onto vehicles. The agreement covers 10am – 4pm on Saturdays throughout the year, plus the first Tuesday and Sunday of each month (subject to suitable water conditions). Users must book in advance through the BCU Local River Advisor.

There is a long tradition of canoeing on this stretch in the past, before the weirs were restored, and it is regarded by canoeists as an ideal section to introduce beginners to white water. One landowner still allows Ludlow College to use the river on Wednesday afternoons. However, some homeowners on the banks have objected to canoeing and this, combined with the restoration of the four weirs, appears to be largely responsible for the decline in use in recent years. The principal objections are visual and aural intrusion, walking on the weirs at time when the water level is too low and egress from the river into private gardens. There is also a growing concern about occupier liability towards canoeists, albeit that this is based on a misunderstanding of owners' responsibilities. These problems are compounded by the reported attitude of some canoeists when disputes have arisen and the lack of a local canoe access champion to mediate in these disputes. Apart from the Weirs Trust, one private owner has riparian rights on both banks of the river at one point.

Although short, the stretch of river can be challenging for some paddlers in some conditions, and in other conditions provides high quality training water for newer and less able canoeists. However, it also presents particular difficulties for canoeists in that, once past Dinham Weir, they are obliged to shoot the remaining weirs, even if they find them too challenging. There is no portage around these weirs and neighbouring landowners are adamant that they do not want canoeists using their gardens and driveways as a means of egress from the river. A further problem is that the water level is very variable and can change rapidly. A key part of the agreement, therefore, will be to provide up-to-date information about the river via the Internet so that paddlers know in advance whether or not to visit Ludlow and the conditions that they are likely to encounter if they do. There is no access upstream of the Linney Recreation Ground because the landowner feels that any canoeing compromises the privacy of the grounds and fishing interests already on the river. Access downstream from Ludlow might be possible in the future, although a number of landowners have indicated that they are currently unwilling to enter into a formal canoe agreement.

Summary of Capital and Other Works Undertaken to Prepare for the Agreement
(see Annex 3 for the risk assessment)

Canoe platform to be installed at the Linney Recreation Ground;
Height restrictor to be put in at the entrance to the Linney, necessitating minibuses and cars with canoes on their roofs to apply for a car park pass and a key to operate the height restrictor.
Canoe passes to be checked on the weirs and modified where necessary;
Installation of water gauge(s) together with means of publicising information about river level to potential visitors (e.g. via Internet video link).
Potential relocation and improvement of the Temeside steps
Signage
Preparation of a leaflet

User Groups and Principal Non-Riparian Owners Involved in the Agreement

User Group or Non-Riparian Owner	Capacity in which involved	Significance in achieving the agreement
Teme Weirs Trust	Has been central to the restoration of the weirs; has sought-out advice from BCU and constructed canoe passes on the restored weirs; lobbied the Town Council to consider canoe access from the Linney; brought significant landowners together to discuss the agreement;	The Weirs Trust, and in particular its Chairman, Alan Poulton, has been instrumental in encouraging other stakeholders to consider and negotiate the agreement
British Canoe Union	Given technical advice to Teme Weirs Trust. Contributed financially to the development of a canoe pass at Case Mill Weir	None, although advice was sought on the wording of the agreement.
Ludlow Town Council	Lessees of Linney Recreation Ground.	Following lobbying from the Teme Weirs Trust, the Council support the regularisation of canoeing as a benefit to the town. Willing to provide access to the river from the Linney, plus parking, and use of toilets and picnic facilities which they see as potential income generation. Willing to incorporate improved facilities for canoeists into long-term plans for regeneration of the Linney.

Access Champion(s)

Who made it possible for the agreement to be achieved, and what did they do?

Chairman of Teme Weirs Trust. Has extensive contacts and is well respected in the local community. Strongly supports the idea of opening up the river to canoeists and sees the advantages of an agreement which formalises these arrangements and enables any disputes to be resolved. Has brokered the idea with, and obtained support of, Ludlow Town Council, Dinham Millennium Green Trust and Trustees of Whitcliffe Common. Also brokered the idea with local residents and arranged initial meeting with consultants. Clerk of Ludlow Town Council. Obtained support of Town Council including agreement to use Linney as egress together with parking, toilets and picnic tables. Sees charges from parking as a useful additional income stream, particularly in quiet months. The town council are also willing to incorporate facilities for canoeists into ambitious long-term plans currently being developed for the improvements to the Linney.

Implementation Process

(see Annex 4 for the Agreement Adoption Process)

Awareness

Feelings about canoeing on the river remain high following the feasibility study. The Teme Catchment Fisheries Consultative has remained active, while a number of house owners have continued to police their sections of the river. Whilst it was therefore not a major issue to raise awareness, the support of the Teme Weirs Trust and Ludlow Town Council, was essential in ensuring that owners were able to view the proposals in a positive light and as way of resolving, rather than adding to, the problems which have previously been experienced.

Interest

Meetings have taken place with a number of landowners, commencing with the Weirs Trust and the Council and subsequently taking in property owners and other interests. Having established the potential extent of the agreement at an early stage, most of the meetings have been used to try and refine the offer to find a compromise solution that can be evaluated. Subsequent to this, a meeting has been held with the Teme Catchment Fisheries Consultative to discuss the wider angling issues related to the river. An open meeting was also arranged to allow all landowners and interested parties an opportunity to meet the consultants and discuss the proposals.

Evaluation

The terms and conditions of the agreement and code of conduct have been agreed and signed off by riparian owners.

Trial

It is planned that the agreement will initially run for a trial period of one year, from Autumn 2006. This is partly to address the concerns of some key landowners, and to provide time for a trustee of land adjacent to the river to dispose of the trust interests (this will, of course, necessitate negotiation with the new owners)

Barriers to Achieving the Agreement

a) barriers to achieving the full or potential length of agreement (legal, social, physical, environmental)

It is expected that we will achieve the length set out in the contract.

The length of river (outside the agreement) available for canoeing has been proscribed by a major landowner upstream. The situation does not change beyond this landowner, with other landowners and angling interests keen to keep canoes off the river. The situation is less clear downstream, although any arrangements are likely to be informal and limited to local people known to the landowners. However, there may be scope for extending the agreement downstream in the future, but only to Ashford Carbonel, about 3kms. Beyond this, angling interests are strongly opposed to canoeing.

b) barriers to achieving all year open access (legal, social, physical, environmental)

The legal position concerning riparian rights is extremely unclear. In contrast to most rivers, the Land Register appears to show that the legal boundaries of few riverside properties extend to the middle of the river. However, in these cases there is no record of any other ownership, and a number of the property owners claim that they do have riparian rights and that the Land Register is inaccurate. We are still checking this. There are also some banks of the river where we cannot establish ownership. This includes the left bank at Temeside, where the egress steps are located. We have yet to find ownership records, but believe that the property was owned by the Severn Trent Water Authority and record of the transfer to either the Environment Agency or Severn Trent Water PLC has not been confirmed. Of the riparian rights that are recorded in the Land Register, one ownership covers the width of the river at one point, providing that owner with the ability to control navigation in legal terms. The owner of these rights is not in favour of unlimited canoeing and thus represents a considerable legal barrier to full canoe access.

Few of those with property adjacent to the river are in favour of canoe access (the Town Council and the Weir Trust are exceptions). This creates a social climate in which canoeing is seen as an intrusion on the quiet enjoyment of the residents – something to be tolerated rather than accepted. As such, it is unlikely that canoeing will gain the customary status that it enjoys on some rivers, while those canoeing outside of the agreement will be used as reasons for limiting canoeing and maintaining the ‘outsider’ status of canoeists.

Physically, the water level does get low in summer, which can prevent canoe use as there is insufficient water to get over the weirs. There is also some concern that the weirs may be too difficult for some canoeists to shoot in higher, faster water – and there are limited opportunities to egress from the river after Dinham Weir. A full risk assessment is required to determine the impacts of this constraint.

There are no overwhelming environmental barriers, although otters have been sighted at the river in Ludlow and there is concern that they should not be scared off. Provision has been made in the agreement to close the river to canoeing after 4pm and only to allow canoeing on a maximum of three days per week.

SWOT Analysis

a) strengths

This is a short stretch of river with relatively few owners, limited angling interests and supportive institutions such as the Town Council, the Teme Weirs Trust and Millennium Green Trust. It has the potential to provide a high quality 'beginners' white water on an attractive section of river that has, in the past, been popular with canoeists. Parking and toilet facilities already exist at the Linney and therefore the agreement could be implemented at relatively little cost. The leading private owners are fully aware of the legal situation and wish to impose restrictions on the canoeing that will protect their enjoyment of their property. It is thus in the interests of most of the non-user stakeholders to maintain the agreement.

b) weaknesses

With one private owner – a leading player in the negotiation of the agreement - having riparian rights across the river at approximately the mid-point of the agreement, the owner stakeholders are in a strong position to control the use of the river. Any misuse or abuse by canoeists – even a minority – could lead to the permanent closure of the river at this point. With no canoe club in Ludlow, there is little current provision for user-based management of the agreement, while it seems unlikely that either the Council or the Weirs Trust has the capacity to manage the use of the river.

c) future opportunities

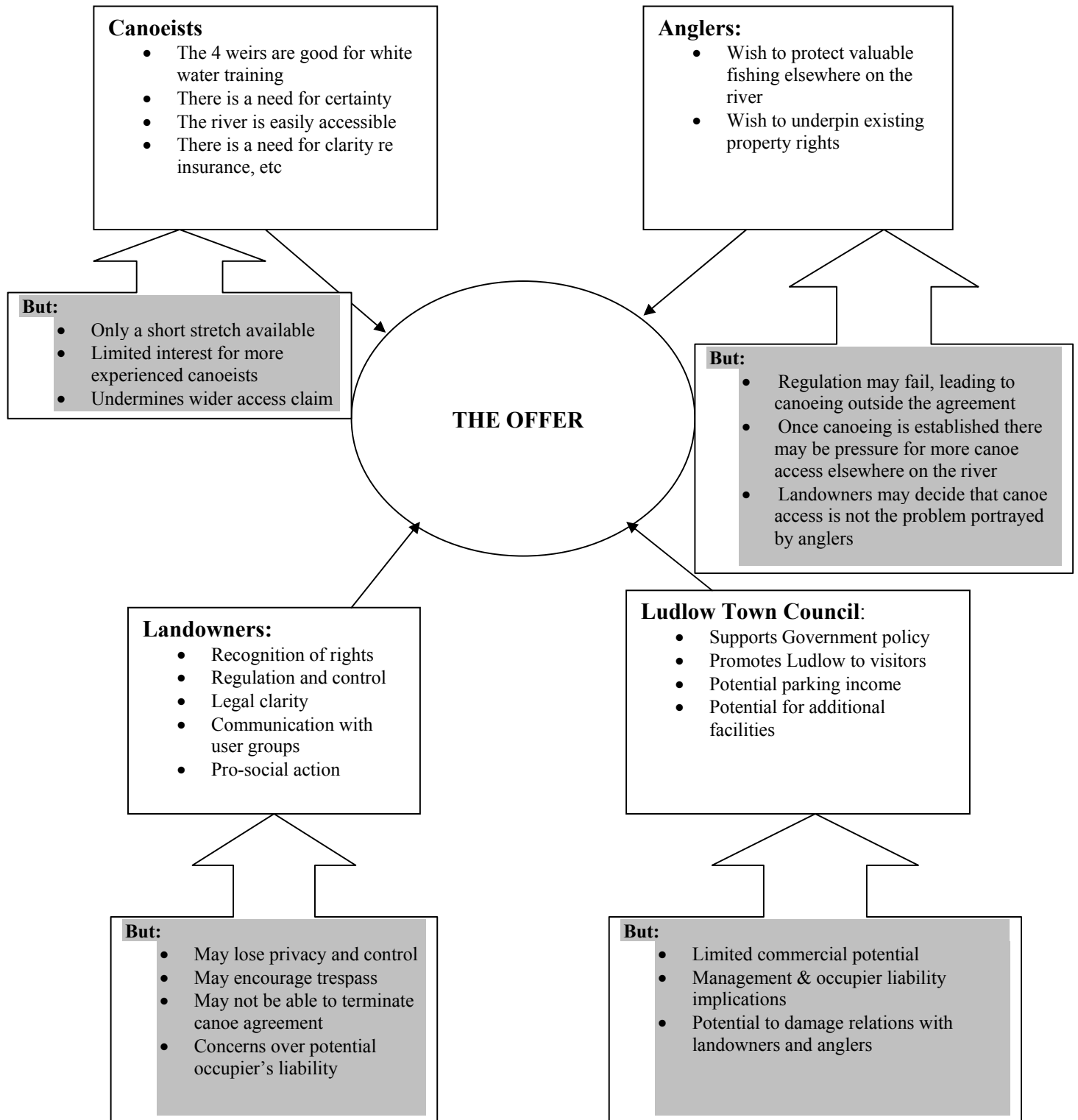
There is no potential to extend the agreement upstream, although this is where the best canoeing can be found. Depending upon usage and adherence to the agreement, there may be an opportunity to increase the number of days on which the Ludlow section of the river is available for canoeing. There is also some potential to extend downstream, although at present this is only likely to be achieved informally. Beyond the Temeside steps opportunities to leave the river occur after a further 1 mile, at the A49 bridge, and 2 miles, at Ashford Carbonell weir. However, the former is onto the trunk road and likely to be opposed by the Highways Agency, while at owner of the latter is unwilling to give general public consent. Other owners along this section are also known to be strongly opposed to the development of canoeing including for security reasons.

d) threats

The major threat to the agreement is unauthorised use of the river for canoeing or failure to comply with the terms of the agreement, particularly the requirement not to trespass onto private property. There is little doubt that the group of property owners who have negotiated the agreement will withdraw if canoeing cannot be restricted to the days and times specified. And with little canoeist involvement in the negotiation (and seemingly the management) of the agreement, there is little apparent scope for canoeists to build a relationship with the landowners that might allow negative incidents to be overlooked. This lack of engagement by the canoeists is a major threat to the sustainability of the agreement. There is also a threat that the agreement could be withdrawn because inexperienced canoeists, although using the river as prescribed in the agreement, feel unable to shoot one of the weirs and get out into private gardens or attempt to drag their canoes over the weirs.

Major Lessons to be Learnt

- 1 In cases of uncertainty over legal rights, property owners are in a particularly strong case, at least rhetorically, to control access to the river;
- 2 In cases where canoeists are not actively campaigning for access, the terms of the agreement will – inevitably – favour the landowners and may not address the needs of canoeists (in terms of water conditions, modifications to weirs and so on);
- 3 In cases where there is no user engagement in the negotiations, there is little positive incentive for landowners to offer access, meaning that their concerns are overwhelmingly related to regulation, control and, ultimately, exclusion;
- 4 Conversely, if the canoeists were involved in negotiating the agreement, and were visible in Ludlow, the landowners may feel more sympathetic to their needs and more confident in entering into an agreement in the knowledge that they know who the canoeists are. This is essentially about building long term understanding and trust on both sides of the relationship;
- 5 Without sustained user engagement in the negotiation and management of canoe access, the agreement will be difficult to maintain in the face of unauthorised or unregulated canoeing;
- 6 Where ownership of legal rights extends to both banks simultaneously, the rights holders – landowners or anglers – are in a strong position to dictate terms. In the case of the Teme, this has limited the upper extent of canoeing to the Linney in Ludlow – and there is no room for negotiation on this;
- 7 Private landowners and small public and private institutions are able to make relatively quick decisions with respect to an access agreement. This allows momentum to be maintained, although if this momentum is negative it will soon undermine the agreement.
- 8 Although covering only 2 kms, the agreement gives canoeists a toe-hold onto a river on which there has been considerable conflict in the past. If successful, it offers the potential of overcoming the opposition which exists and of opening-up further sections of the river, especially downstream towards and beyond Tenbury. But if it fails, it may simply confirm the widespread prejudice that exists against canoeing in the farming and angling communities, making such agreements more difficult to achieve.



LUDLOW CANOE TRAIL (RIVER TEME): Linney Recreation Ground to Temeside Ludlow

1. Linney Recreation Ground

Beginning of Canoe Trail. Access is through locked gate. Access to river and parking needs to be pre-booked with Ludlow Town Council. Toilets and picnic facilities available.

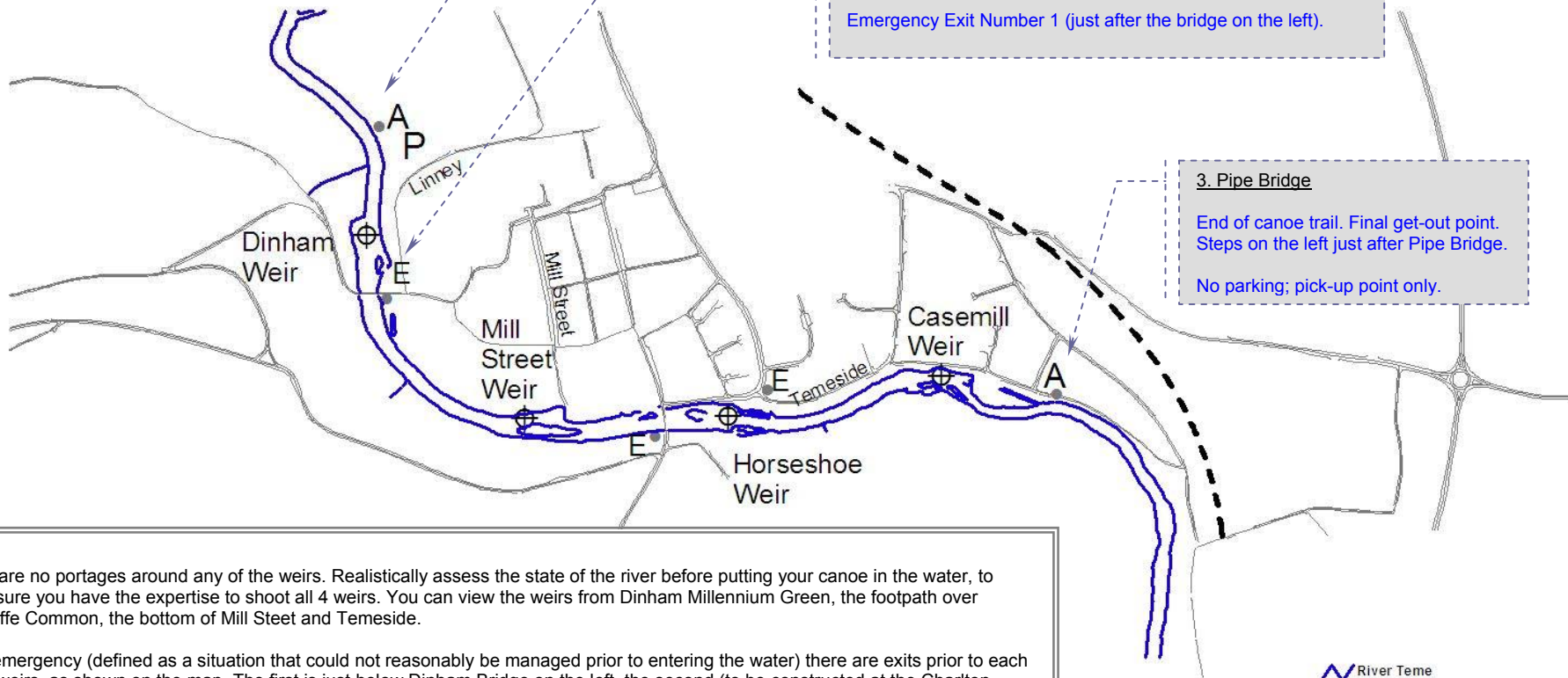
2. Dinham Bridge

Emergency Exit Number 1 (just after the bridge on the left).

3. Pipe Bridge

End of canoe trail. Final get-out point. Steps on the left just after Pipe Bridge.

No parking; pick-up point only.



Note

There are no portages around any of the weirs. Realistically assess the state of the river before putting your canoe in the water, to make sure you have the expertise to shoot all 4 weirs. You can view the weirs from Dinham Millennium Green, the footpath over Whitcliffe Common, the bottom of Mill Steet and Temeside.

In an emergency (defined as a situation that could not reasonably be managed prior to entering the water) there are exits prior to each of the weirs, as shown on the map. The first is just below Dinham Bridge on the left, the second (to be constructed at the Charlton Arms in 2007) is on the right just before Ludford Bridge and the third is at the storm drain on the left just after the Horseshoe Weir. Please note that there will be no emergency exit between Mill Street and Horseshoe Weirs until 2007, although you may stop under Ludford Bridge to prepare for shooting the Horseshoe Weir.

Please note that you can only canoe when there is sufficient water in the river to enable you to shoot the weirs. Please check with the BCU Local River Advisor prior to commencing your journey to Ludlow.



RIVER TEME: CODE OF CONDUCT

Before Entering and After Leaving the Water

- Be friendly and polite to local residents and other water users;
- Use the designated car park at the Linney Recreation Ground, only stopping to load craft elsewhere in Ludlow. Parking for minibuses and trailers should be booked in advance through the Town Council (contact details below);
- Be as quiet as possible;
- Get changed out of public view;
- Picnicking is allowed at the Linney Recreation Ground, but nowhere else on the stretch of river covered by this agreement;

On the Water

- All paddlers must use the river in a safe fashion and must have appropriate safety equipment;
- Once on the water, paddlers should only leave the river downstream of Dinham Weir or at the end of the section, downstream of the pipe bridge;
- Respect other people;
- Respect wildlife and the environment. This is particularly important in the breeding season and the fishing closed season. At all times keep away from the banks (except at official access and egress points) and keep disturbance to the river bed to a minimum;
- Remain quiet whilst approaching and passing anyone on the river or the banks;
- Normally pass on the far side of the river from someone fishing from the bank, or as directed by that person;
- If and when it is necessary to stop or to land in an emergency or at one of the approved landing places, keep reasonably still and quiet and in a small area;
- Refuse must not be deposited in, or on the bank of, the river;
- Groups should not normally exceed 10 craft. Individual members within a group must keep as close together as possible, especially when passing someone fishing, so as to cause minimum impact on other people and the environment;
- If in any doubt about where to pass or on any other point, group leaders should make their presence known to those fishing and ask for guidance;
- All river users should do their best to avoid arguments.

RIVER TEME: TERMS OF AGREEMENT FOR BOATING ACTIVITY

You can use a canoe or kayak on the River Teme between The Linney Recreation Ground, Ludlow and the steps beyond the pipe bridge adjacent to Teme-side, Ludlow. No other craft are covered by this agreement. **There are four weirs on this 2km stretch of river and you should ensure that you are capable of shooting the weirs before you paddle on the river.** Once past Dinham Weir (the first weir in the sequence, close to the Linney Recreation Ground), where there is shallow water for egress from the river, you must shoot the remaining three weirs prior to leaving the river. Access and egress points are marked on the map. **These are the only places at which you can enter and leave the river, other than in the case of emergencies.**

Safety is paramount and you should always wear a buoyancy aid and appropriate protective gear. Stay with your boat if you capsize. It is good practice to paddle in a group of at least three. Let someone know where you are going and the time you expect to be back. Learn how to control your craft and be able to swim. Remember that weirs are dangerous and you should decide for yourself whether you are able to shoot them.

By using the river, you agree that:

- Canoeing and kayaking are assumed risk activities. The degree of risk may be related to factors such as water conditions, your experience and ability, and to unrecognised hazards in and alongside the river channel. **The section of river covered by this agreement demands particular care and is not suited to inexperienced paddlers.**
- The granting of permission to canoe and kayak does not imply that the river is safe; you must make your own assessment of the river's dangers before accessing the water.
- Riparian owners cannot be held responsible for any accident or incident that may result from the granting of permission to canoe or kayak under the terms of this agreement.

Permission to use the river for canoeing and kayaking is dependent upon the acceptance of this condition.

This document is not to be taken as evidence that there is, or is not, a public right of navigation on this section of the river. Use of the river for canoeing and kayaking cannot invoke such a right. Riparian and fisheries owners and tenants and their agents agree that they will not knowingly obstruct the course of the river. Consideration must at all times be given to landowners and users of the river and on no occasion should any use take place that may impair the river environment or the enjoyment of other legitimate users. All people using the river have a duty of care to themselves and others, and will be responsible for any damage caused to private property.

The river is open for canoeing and kayaking on every Saturday, and on the first Tuesday and Sunday in the month. The river is closed on Christmas Day. Canoeing or kayaking should take place only between 10am and 4pm on days when the river is open. All those wishing to use the river should contact the BCU Local River Advisor (details below) to book a time and establish that the river conditions are suitable for paddling.

Canoeing and kayaking should only take place where there is sufficient water to avoid damage to the river bed (**reference to height gauge close to the Linney**). If in doubt, please do not enter shallow water and do not drag your craft over the weirs, nor along channels where there is insufficient water for them to float.

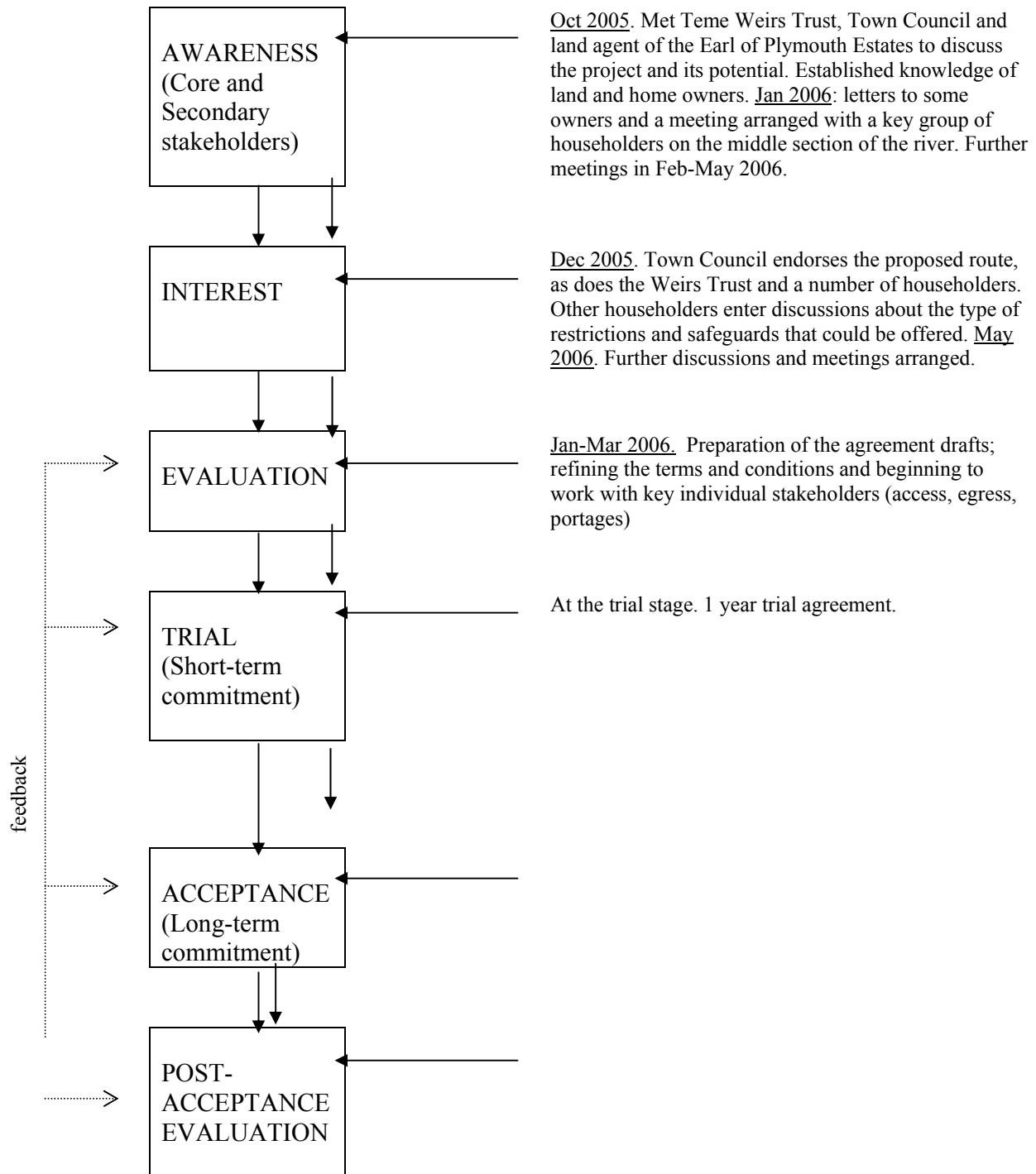
Riparian and fisheries owners can close their parts of the river on the following grounds: Public health (duration as directed by Defra and other agencies); Pollution and dangerous obstructions (duration necessary to address the problem); Protection of fauna and flora (duration as directed by conservation authorities); Engineering works (duration necessary to address the problem); Events.

It is recommended that you have personal liability insurance. If you are a member of a recognised club, this may be included in your membership.

It is good practice to display a registration or other mark on your craft.

Disclaimer: No organisation, their representatives nor individuals involved in the development and operation of this agreement can be held responsible for any loss, damage or accident, howsoever caused.

River Teme Agreement Adoption Process



APPENDIX E

Report Form

Implementation of Voluntary Canoe Agreements on Rivers in England

River River Waveney

Date 5th May 2006

Summary Data

Commencement date for work on the agreement	January 2005
Target section and length to be achieved	23 km (Shotford Bridge to Bungay Staithe)
Section and length achieved	33 km (Brockdish to Ellingham)
Completion date	31 st March 2006
Target date for commencing the agreement	1 st April 2006

Riparian owners involved

(see Annex 1 for the 'offer map')

	With access or portage over land	s.16 Dedication	Formal agreement	Open licence	Other arrangement	TOTAL
Number of owners	12	0	0	121		133
Length of river	32 km					33 km
Access and portage points	14 (8 portage points, 7 access / egress points)					14

Description of the agreement

(see Annex 2 for the map, terms & conditions and code of conduct)

This agreement provides year-round agreement on 33 km of the River Waveney. There are 8 portage points and 7 access / egress points. The only restriction to year-round canoeing is that on stretches of the river above Bungay there is usually insufficient water for canoeing during the warmer months. Canoeing is only to take place during daylight hours. Groups of paddlers should be in touch with BCU River Officer to book dates for canoeing, in order to ensure the numbers paddling the river remain fairly even.

Canoeing has taken place on the River Waveney for many years, and still continues to take place. All three local canoe stakeholders have physical bases (club houses, etc.) in Bungay. There is general tolerance of canoeing in the local area, due to many people having both canoed and fished in their youth, and then deciding on one or the other in later life. Landowner concerns with regard to canoeing include noise, trespass, damage / disturbance to the environment, occupier liability and numbers of canoeists.

The champion for the access agreement on the Waveney (from the beginning of the project to the present) is an angler who has supported the consultants and the process in a variety of ways (with regard to knowledge of the river, development projects on / next to the river, the angling clubs, landowners, etc.) The generosity and public-spiritness of both landowners and anglers in securing this agreement has been noteworthy.

Prior to the University of Brighton beginning the feasibility study for the access agreement in 2003, three projects to promote and support canoeing on the Waveney had been actively supported by a variety of public bodies. Firstly, the Broads Authority supported the establishment of the canoe hire business in Bungay, secondly money was raised and plans drawn up for the building of the Waveney Valley Canoe Clubhouse at Bungay Staithe (which has since been built). The Upper Waveney Valley Project installed, for example, physical structures such as a number of canoe platforms on the river, along with the printing and distribution of a canoe trail leaflet.

The River Waveney is a Grade I river for canoeing. In general the river is suitable for less experienced canoeists, the exception being when the river runs high and fast. In these conditions over-hanging trees and private footbridges across the river in Bungay pose particular dangers.

The agreement involves approximately 130 landowners, the majority of whom are farmers and private landowners. In general landowners were aware of canoeing taking place on the river, but some were not aware (although when informed that it was happening, they were not perturbed). Many landowners were not aware that their riparian rights allowed them to grant or with-hold permission to canoe. Those landowners who needed to grant access to their land to paddlers (i.e. for portage purposes) ranged from supportive to not wanting a paddler to set foot on their land.

With respect to the 33 km agreed there are 7 principal stretches of river:

- Brockdish Mill to Shotford Bridge (an isolated rural stretch of river for experienced canoeists, with limited roadside parking at both locations – although long term parking is available within 250 metres of Shotford Bridge);

- Shotford Bridge to Homersfield (slower moving water passing through meadows and close to a number of small villages. Good parking at Homersfield, with access/egress from the right hand bank of the river by permission of a publican. Provision is being made to open a small car park with river access and picnicking possibilities on the bank opposite to the pub – there is already a connecting footbridge);
- Homersfield to Castle Wall, Bungay (a long stretch of river passing a number of weirs. Castle Wall is a narrow pathway from a lane to the river, but allows canoeists to stop before the river flows into a narrow channel that can be difficult for inexperienced canoeists. There is no parking at Castle Wall, although pay and display car parks are located close by;
- Castle Wall to the Golf Club on Outney Common, Bungay (a short stretch close to private houses that can only be canoed in medium water – at low water it dries out, while at high water there are low bridges that cannot be passed. There is limited public parking near the golf club, with pay and display car parks located close by;
- Outney Meadow to Bungay Staithe (a loop around the common that is popular with locals and visitors. Outney Meadow caravan park hires canoes and rowing boats. Bungay Staithe has limited parking, with pay and display car parks located close by. It is also the location of Waveney Valley Canoe Club's boat and clubhouse, the Riverside Centre).
- Bungay Staithe to Wainford – the river widens below Bungay Staithe and it is an easy 2 mile paddle to Wainford, where there is a portage across an island to avoid two sluices. There is no parking here and it is unsuitable even for drop off or pick up. It is possible canoe from Wainford back upstream to Bungay Staithe.
- Wainford to Ellingham – a short 1,5 km paddle through flat countryside to Ellingham sluice, where the canoe trail ends. The road is very narrow, there is no parking here, only the opportunity for pick-up.

Since September 2005 we have been able to include sections 6 and 7 in the agreement, adding a further 4 km to the length of the agreement.

There is no access from Scole to Brockdish, due to opposition by the canoe club fishing these waters and some landowners. We had hoped to include this stretch in the agreement particularly in view of the Scole pocket park which includes picnic facilities, parking and launch facilities, thus offering an ideal starting point for a canoe trail.

There is no access between Ellingham and Geldeston where the navigation begins. This is consistent with the feasibility study and is due to the anglers wanting to protect the fishing from Ellingham (which is the tidal head) to Geldeston. The fishing here is the best on the river. It is unusual for the tidal head to be above the navigation section of a river – this situation makes for a particularly prized fishing ground, which the anglers wish to

keep free of canoeists. Unfortunately, this stretch of the river is also important to canoeists, since it links the 32km covered by the voluntary access agreement to the public navigation section of the Waveney. As agreed with the Environment Agency we have not contacted landowners on this stretch to begin to negotiate access. However, we do consider that there is potential for coming to agreement with landowners on this stretch, and recent correspondence confirms this.

It is hoped that, in time, if the agreement is seen to work well, that canoeists may be able to secure a limited amount of access on this stretch of the river.

Summary of Capital and Other Works Undertaken to Prepare for the Agreement
(see Annexe 3 for the risk assessment)

Work on portage, access / egress points, and signage (in the process of completion by the Environment Agency).

Map/brochure for the canoe trail (in the process of being put together by the Environment Agency and the Upper Waveney Valley Project).

Norfolk County Council is improving a riverside site that they own in Homersfield. This will include limited parking, picnic benches and canoe access to the river.

User Groups, Non-Riparian Owners and potential patrons involved in the Agreement

User Group or Non-Riparian Owner	Capacity in which involved	Significance in achieving the agreement
6 Angling Clubs (Cherry Tree, Fleece, Harleston & Wortwell, Southwold Piscatorial Society, Suffolk AAA, NACA)	Setting parameters of agreement, assistance with identifying landowners	Crucial
Angling Champion	Facilitated communication and meetings with anglers and angling clubs, substantial input into forming and refining agreement. Shared invaluable local knowledge.	Crucial
Upper Waveney Valley Project	Supported Environment Agency into some portage and access point improvements. Will produce map and brochure for	Helpful

	canoe trail and information boards for access and egress points. Gave advice on contacting landowners.	
Waveney Valley Canoe Club	Setting parameters of agreement	Important
Bungay Sea Scouts	Setting parameters of agreement	Important
Outney Meadow Canoe Hire	Setting parameters of agreement	Important
Harry Dean Charity	Offered to share anglers parking with canoeists.	Very helpful – there is limited public parking at this access point.
Ditchingham United Charities	Offered riverside land for the use of canoeists (picnicking and camping). Interested in exploring dedication.	
Local landowner	Offered dilapidated boathouse to the project.	
Outney Meadow Golf Club	Offered the possibility of paddlers being able to use clubhouse changing rooms	
BCU Local Access Officer	Input into forming agreement and code of conduct, input into canoe trail map. Substantial advice and input into portage and access points.	Very helpful

Access Champion(s)

Who made it possible for the agreement to be achieved, and what did they do?

On the Waveney the access champion has been an angler who has been involved with the project since its inception. The input of this access champion has been key in enabling the 33 km of the river to be included in the agreement. The involvement of another angler has led to anglers offering to share parking with canoeists at one of the access points to the river.

Having an angler as an access champion, as opposed to a canoeist, has led to a supply-led agreement on the Waveney, due to the fact that the anglers decided which stretches of the river they were willing to share and which they were not.

Implementation Process

Awareness – The riparian owners on the Waveney can be divided into four types:

1. Farmers (or owners of large tracts of river bank)
2. Trusts and charities
3. Homeowners
4. County Councils

We took slightly different approaches to contacting and building relationships with each of the above categories of landowner.

1. Farmers - began with an initial telephone call to explain what we were trying to achieve and to sound them out. Followed up the telephone call with a letter to give details of the project and provide our contact details (and also to prove that we were who we said we were). Thirdly, arranged visits to those farmers who had concerns or who wanted to know more. Would sometimes arrange to visit farmers who were warm towards the project in order to ask for their assistance in identifying additional landowners on the map. This worked far better than trying to identify landowners and the location of their land on the telephone, and yielded far more leads and useful information.

2. Trusts – contacted the trust initially by letter, and followed this up with a telephone call. With smaller trusts we often were given the green light immediately, with other trusts we would arrange to visit, or follow up with a letter to the trustees including additional details about the project. Our experience was that many trusts tend to take a long time to make decisions (some only meet once a year) and that they tend to be cautious about giving a formal stamp of approval to the agreement.

3. Homeowners – contacted initially by letter, asking them to complete a simple form and return it to us in a reply-paid envelope. The majority responded with a “yes”, with a few raising concerns and requesting a meeting. Some we met individually in their own homes. At another time we booked a room for a day and invited those with concerns to come along and meet us.

4. County Councils – we wrote to the two County Councils (the Waveney is on the border between Suffolk and Norfolk) to explain our work and asked them to raise any pertinent issues or development plans (both Councils were owners of a small amount of riparian land within the access agreement area).

Interest – We arranged a public meeting for anglers and also arranged a meeting for local canoe stakeholders which the access champion attended. At these meetings (as well as the meetings we had with individual landowners) we were always listening for “what would the various stakeholders allow? / what would be the parameters of the agreement?”. One of the aspects highlighted by meeting with canoe stakeholders was the difference between the concerns of the voluntary sector and the commercial paddling sector. For example, the voluntary sector were happy to canoe elsewhere on the river during a fishing match, whereas this was not possible for the commercial stakeholder.

Both before and after these meetings we met with, and communicated via email with the access champion and representatives of angling clubs and the BCU river access officer to further refine the agreement and clarify the issues. In addition, we were in contact with English Nature, the Suffolk and Norfolk Conservation Trusts and other conservation organisations to identify particular conservation and environmental issues. Some landowners raised issues such as wanting to prevent canoeists going up mill streams or side channels (away from the main body of the river), and asked us to consider appropriate signage or safety booms to assist with this.

Evaluation – During this phase we finalised the wording of the agreement and code of conduct which we mailed out to landowners, asking them to sign and return a form, giving, in effect, an open license for canoeing on the Waveney. Secondly, we concentrated on the practical aspects which needed to be in place for the canoe trail to be opened. This mainly involved planning minor improvements to portage points (such as the installation of a platform), access / egress points and planning the signage, so that all canoeists (and particularly non-locals) would know how to navigate the trail. The BCU River Officer spent a lot of time working with ourselves and the Environment Agency in sorting out these practical aspects. We communicated with landowners who owned access or portage land to ensure they were happy with the portage and access arrangements. In addition, we considered questions such as parking and met with anglers to explore the possibility of shared parking.

Trial – The trial phase will formally begin once the signage and last portage works have been completed on the river. However, due to the co-working of the access champion with canoe stakeholders, there have already been improvements to the sharing of the river. For example, in the past canoeists would interrupt important fishing matches (inadvertently, by paddling past). However, at a recent fishing match far fewer interruptions were recorded, due to communication of the date and place of the fishing match, and the paddlers respecting the anglers wish that this section of the river be avoided for the few hours of the match.

Barriers to Achieving the Agreement

a) barriers to achieving the full or potential length of agreement (legal, social, physical, environmental)

The potential length of the agreement is from Diss to the beginning of the navigation at Geldeston Lock. The barriers we have met in trying to achieve this are as follows:

Social barrier I: The anglers are keen to preserve the Ellingham to Geldeston stretch as a canoe-free zone, due to the quality of the fishing. Some riparian owners on this stretch are keen not to lose the income they receive from renting out their banks to the angling clubs.

Social barrier II: Anglers and some landowners on the Scole to Brockdish section of the river wish to protect their privacy and interests, and are not open to sharing the river with canoeists.

b) barriers to achieving all year open access

(legal, social, physical, environmental)

The only barriers are physical/environmental – when the water is too low for canoeing in sections upstream of Bungay in the summer months.

SWOT Analysis

a) Strengths

Long canoe trail (taking approx. 2 days to canoe)

Year-round access

Overall tolerance of canoeing by landowners and others in the area (many landowners grew up in the area, and canoed and fished when they were young).

Anglers and canoeists are visible, part of the community / social fabric. There is a general tolerance of one another, making this a low-maintenance agreement.

All three local canoe stakeholders (Bungay Sea Scouts, Waveney Valley Canoe Club, and Outney Meadow Canoe Hire) have physical bases in Bungay (they can easily be found and contacted).

Offer to canoeists from anglers to share parking at Shotford Bridge, in exchange for annual donation.

b) Weaknesses

The canoe trail does not connect with the navigable section of the river, due to opposition from anglers to canoeing occurring between Ellingham (which is the tidal head) and Geldeston (where the public navigation begins).

Due to opposition from anglers (and some landowners) we have not been able to secure the most upstream section (i.e. Scole to Brockdish). There is a pocket park and parking at Scole, which would have made it an ideal starting point for the canoe trail.

The parking at Shotford Bridge is about 250 m away from the river, necessitating drop-off and then parking.

There are virtually no WC's or changing rooms along the river – the only WC's are to be found in Bungay Town Centre.

Canoeists involvement – although the BCU River Access Officer has put time and energy into helping to form the agreement the process would have been more effective if there would have been more sustained, positive and active engagement from all three canoe stakeholders. Attitudes that we met can be broadly summed up as follows:

Resistance to formalising things: this suits the locals but is not helpful for non-locals. For example, how do non-locals find the access and egress points, where do they park, where can they picnic, where can they eat, where can they stay, where are the public conveniences? The challenge for local canoe stakeholders is to think beyond their own situations, to think strategically, particularly with regard to the longer-term, and employ a practical, problem-solving approach.

Waveney Valley Canoe Club building – facilities should be available to all (currently the building is closed for much of the time, meaning facilities and changing rooms are generally not available to non-club members. The building was built on the understanding that it would be a public resource).

c) Future opportunities:

If agreement runs smoothly (i.e. if canoeists stick to agreement and code of conduct, if local canoe stakeholders manage and maintain relationships well with all stakeholders) it may well be that over time some access could be negotiated at both ends of the canoe trail (from Scole to Brockdish, and Ellingham to Geldeston).

If relationships with the angling clubs are well maintained by the local canoe stakeholders there may be opportunities for bidding for funds to build WC's, for example, and other similar facilities next to the river that could be used by both anglers and canoeists (and perhaps other sporting groups).

d) Threats

The Ellingham to Geldeston stretch of the river has the potential to become a flashpoint for conflict between canoeists and anglers. The waters are precious to the anglers due to the tidal head being upstream of the navigation (an unusual situation), and important to canoeists since it prevents them canoeing from the access agreement section to the navigation, which begins at Geldeston.

Mill owners deciding they do not want canoeing on the river (Mills changing hands and new owners prohibiting canoeing due to wish to protect privacy and concerns re. Trespass and security).

Homeowners who own houses along the west side of Bungay. A number of them own both banks and could physically stop canoeists if they wished to do so. (This would be more of a potential threat should the homes change hands).

Any landowner refusing permission for canoeing (in most parts, the river is too narrow for canoeists to keep to the left or right bank).

The more informal system of open licenses makes the agreement vulnerable should one or more landowners remove their permission for canoeing to take place passed their land. However, in practice, the power of individual to stop canoeing is limited.

Canoeists not keeping in regular contact with anglers with regard to competitions and other issues.

Canoeists not attending to landowner complaints.

Rogue canoeists (particularly large groups) not going through the BCU River Officer.

Canoeists not abiding to agreement and code of conduct (particularly to do with numbers, noise and trespass).

Major Lessons to be Learnt

Importance of enlightened champion, with a lot of local knowledge (in terms of landowners, angling clubs, canoe stakeholders)

Importance of community and social spirit – the willingness of landowners and anglers to share use of the river has been most noteworthy (there is a particular wish to support locals and to support local youth).

It has been helpful that the University of Brighton has carried out the research and the work on the river. The consultants are perceived as neutral, and perceived as being there to try to find a workable solution for all – not to push the agenda of canoeists, anglers or anyone else onto anyone.

Anglers have been generous with sharing the river up to a point. However, they are determined to keep the best fishing on the river (i.e. from Ellingham to Geldeston) as a canoe-free zone.

Due to the canoe trail being adjacent to and also within the Broads Authority area, there is a general understanding and tolerance by all stakeholders of the pursuit of leisure activities. Canoeing is actively supported by the Broads Authority.

Local canoeist stakeholders need to consider to a far greater degree, the needs of non-local stakeholders both in the present and in the future.

In negotiating an access agreement it is important to allow enough time for landowners and others with reservations to come around to the idea.

There is a history on the Waveney of canoe stakeholders engaging with public bodies, and co-working on projects: for example, the Broads Authority support the canoe hire business in Bungay (in order to promote canoeing as a sustainable leisure activity), the Waveney Valley Canoe Club has been engaged with the Upper Waveney Valley Project in putting in a number of canoe platforms in the river, and with a number of public bodies in gathering the funds and building the canoe club building at Bungay Staithe.

What we have learned with regard to landowners:

Most farmers do not like paperwork – they tend not to respond to letters and few are willing to sign legal-looking documentation. They respond well to telephone calls and face to face meetings, and are, for the most part, willing to make spur-of-the-moment

decisions. What works is building relationships, and minimal paperwork for them to read or sign. They do not have a problem with canoeists paddling passed their land. However, they are concerned with regard to trespass (stranger danger, concern for cattle and other farm animals, particularly in terms of the spread of disease). It is often hard to determine exactly where property boundaries are (every person has a slightly different version of what they own).

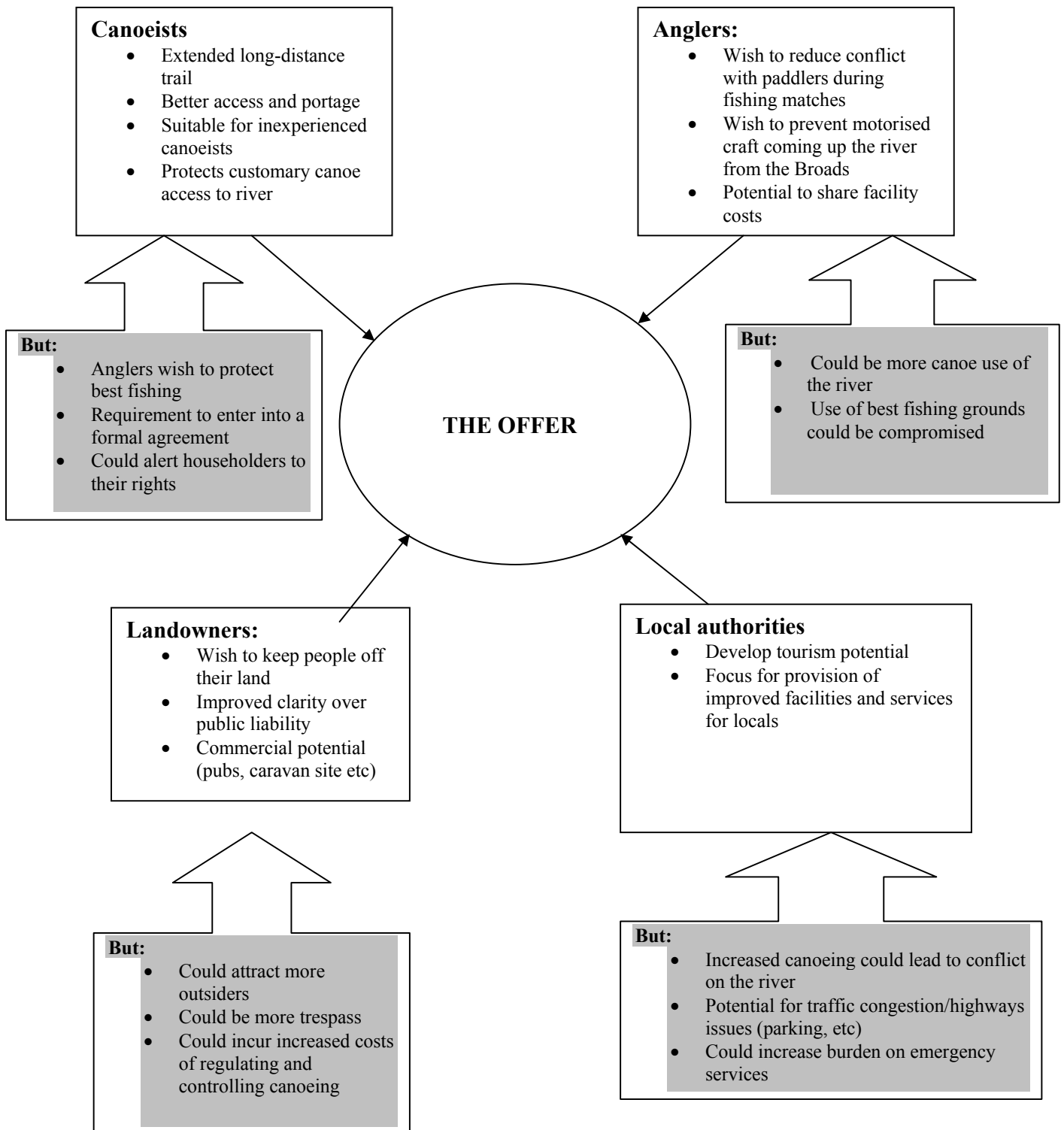
Householders tend to like some certainty – for example, they like to receive a letter about the proposed agreement and they tend to like to sign to give their permission. Most would be happy to sign a formal agreement and sending out a form for them to complete worked well. In general householders were very positive about the agreement even though they actually have nothing to gain. Their concerns included: intrusion on privacy (noise, trespass) and environmental concerns (damage occurring to the river and its flora and fauna).

Trusts tend to be reticent about making decisions. Their decision-making processes tend to be very slow thus one needs to allow them much more time than one might imagine (definitely months rather than weeks). They have a tendency to be conservative (not wishing to give anything away).

Local authorities – tended not to engage with the project and communication about the project tended not to be disseminated within the organisation. In our experience national policy did not seem to feature very highly on their agenda.

In an area of very fragmented land ownership, where very little of the land or property is registered, we are confident that in a relatively short space of time we managed to identify and contact most landowners (i.e. over 95%), certainly enough to justify an agreement.

River Waveney Offer Model



Canoe trail on the River Waveney Brockdish to Ellingham Bridge

Shotford Bridge

Access to the river is from the Norfolk (left hand) bank, downstream of Shotford Bridge.

Parking: drop off point for off-loading / loading canoes on Low Road, just before the B1116. Parking 250m away – buy parking ticket in advance from Waveney Valley Canoe Club.

Needham Sluice

Portage on left hand (Norfolk) bank. Please do not canoe up the mill stream.

Start of route: just below Syleham Mill (near Brockdish)

Access to river downstream of road bridge, from left hand (Norfolk) bank. This is a drop-off point only – cars to be parked at Shotford Bridge (buy parking ticket in advance from Waveney Valley Canoe Club).

Wainford Sluice

Keep right and portage on left hand side just after sluice. No short or long term parking nearby.

Bungay Staithe Sluice

Portage on right hand (Suffolk bank)

Homersfield

Access to river from left hand (Norfolk) bank above road bridge. There is limited parking here, plus a height restriction. You can stop and picnic on the Norfolk bank. There is a footbridge across the river to the Black Swan pub.

Parking and access is available on right hand bank, by prior permission of the publican.

Earsham Sluice

Portage on right hand (Suffolk) bank.

Wortwell Sluice

Portage on left hand (Norfolk) bank. Do not re-enter river just after sluice. Portage through field, across farm track, and into river after the road bridge (length of portage 30 metres approx.)

Mendham Weir

Portage on left hand (Norfolk) bank. Please do not canoe up the mill stream.

Weybread Sluice

Portage on left hand (Norfolk) bank. Please do not canoe up the mill stream.

Ellingham Bridge

Exit the river on right hand bank. This is the end of the canoe trail. Paddlers do not have permission to canoe between Ellingham and Geldeston. If you want to continue paddling, either canoe upstream to Bungay Staithe or exit the river at Ellingham and re-enter the river at Geldeston (near the Locks Pub). There is no parking at Ellingham Bridge.

Fish Riffles

Do not canoe over fish riffles when water is low.

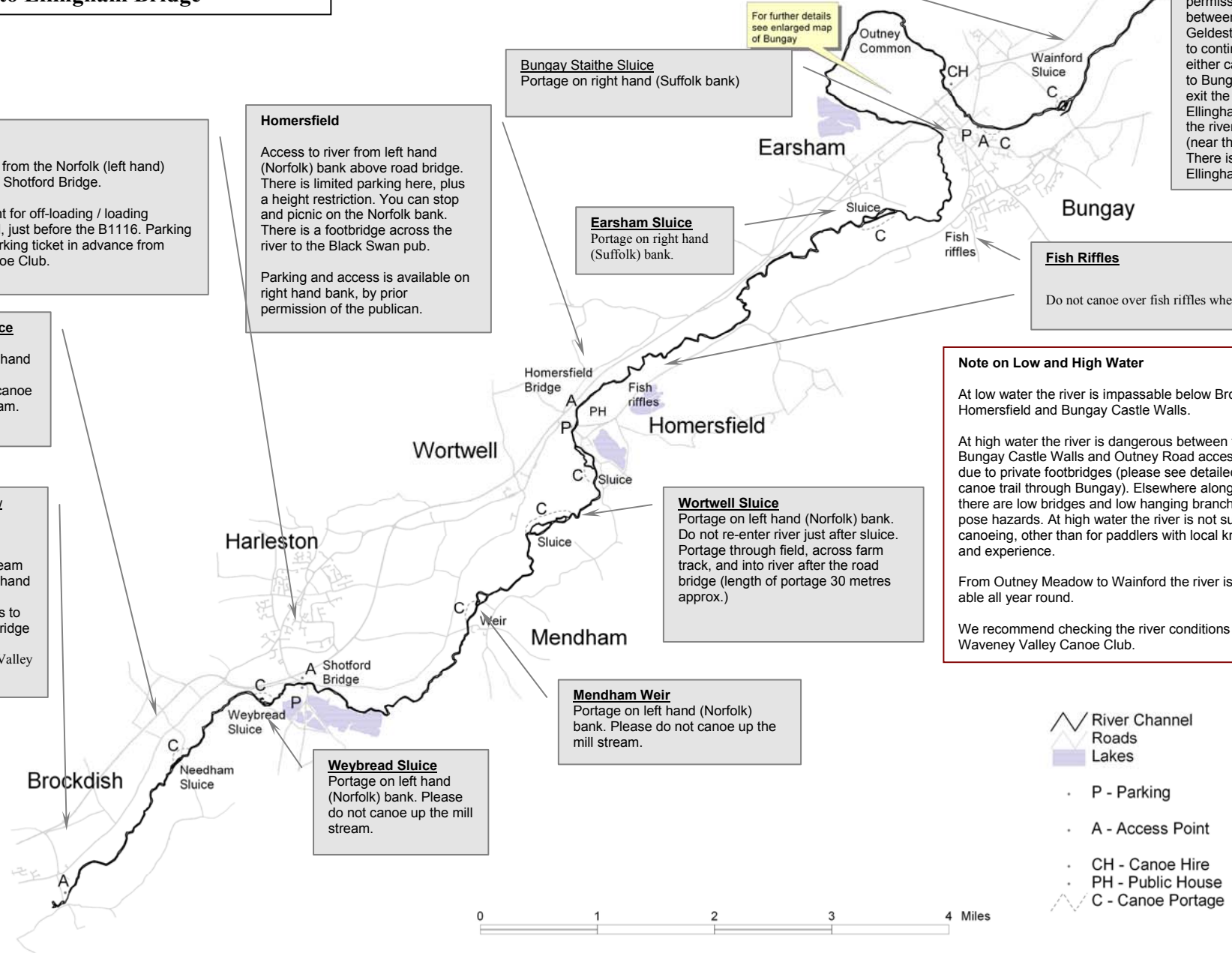
Note on Low and High Water

At low water the river is impassable below Brockdish, Homersfield and Bungay Castle Walls.

At high water the river is dangerous between the Bungay Castle Walls and Outney Road access points due to private footbridges (please see detailed map of canoe trail through Bungay). Elsewhere along the river there are low bridges and low hanging branches which pose hazards. At high water the river is not suitable for canoeing, other than for paddlers with local knowledge and experience.

From Outney Meadow to Wainford the river is canoeable all year round.

We recommend checking the river conditions with Waveney Valley Canoe Club.



Details of the canoe trail through Bungay
Access/Exit points, parking and WC's

Outney Road Access Point

There is space to load and unload canoes 30 metres from the river. Very limited on-street parking. There is a public car park on Outney Meadow (on the other side of the A143) and a pay and display car park on Scales Street, 200 metres away.

Parking

Outney Meadow Campsite & Canoe Hire

Landing stage for those camping on site and those hiring canoes. No public access or egress.

Bungay Staithe Access Point

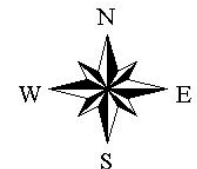
Limited parking here with a pay and display car park 250+ metres away in Wharton Street, opposite the library.

Castle Lane Access Point

Access point is down a footpath to the river. There is space to load/unload canoes 10 m from river (the lane is very narrow – not suitable for wider trailers and vehicles). Public pay and display parking, public toilets, and a picnic and play area are 200 metres away.

-  River Channel
-  Roads
-  Lakes
-  C - Canoe Portage Access points

0.8 0 0.8 1.6 Miles



RIVER WAVENEY: CODE OF CONDUCT Before Entering and After Leaving the Water

- Be friendly and polite to local residents and other water users;
- Park sensibly without causing any obstruction. Use designated car parks where available (this may involve unloading equipment and parking at a distance from the river);
- Be as quiet as possible;
- Unload kit tidily, take all litter home and leave no trace of your visit;
- Get changed out of public view;
- Avoid disturbing farm animals and wildlife and causing environmental damage;
- Follow the Countryside Code;

On the Water

- All boaters must use the river in a safe fashion and must have appropriate safety equipment;
- Respect other people;
- Respect wildlife and the environment. This is particularly important in the breeding season and the fishing closed season, when canoeing should be kept to a minimum. At all other times keep away from the banks (except at official access and portage points) and keep disturbance to the river bed to a minimum;
- Remain quiet whilst approaching and passing anyone on the river;
- Normally pass on the far side of the river from someone fishing from the bank, or as directed by that person;
- If and when it is necessary to stop or to land in an emergency or at one of the approved landing places, keep reasonably still and quiet and in a small area;
- Refuse must not be deposited in the river or on the bank of the river;
- Visiting groups should not normally exceed 15 craft (larger groups should consult the BCU River Officer). Individual members within a group must keep as close together as possible, especially when passing someone fishing, so as to cause minimum impact on other people and the environment;
- If in any doubt about where to pass or on any other point, group leaders should make their presence known to those fishing and ask for guidance;
- All river users should do their best to avoid arguments.

RIVER WAVENEY: TERMS OF AGREEMENT FOR CANOEING

You can canoe or row boats on the River Waveney from below Syleham Mill to the bridge at Ellingham.. Access points and picnic areas are marked on the map. **These are the only places at which you can enter and leave the river, other than in the case of emergencies.** There are also designated portage points to get around obstructions. Directions should be followed and the portages used solely for this purpose.

You should be a member of a recognised club or association, or have purchased a day ticket. Documentary evidence should be available for inspection. It is recommended that you have personal liability insurance; this may be included in your club or association membership, or as part of your day ticket (if you have rented a canoe or rowing boat).

It is good practice to display a registration or other mark on your craft.

Safety is paramount and you should always wear a buoyancy aid and appropriate protective gear. Stay with your boat if you capsize. It is good practice to paddle in a group of at least three. Let someone know where you are going and the time you expect to be back. Learn how to canoe and be able to swim. Remember that weirs are dangerous and keep well clear.

By using the river, you agree that:

- Boating (including canoeing, rowing and the use of any self-propelled watercraft) is an assumed risk activity. The degree of risk may be related to factors such as water conditions, your experience and ability, and to unrecognised hazards in and alongside the river channel.
- The granting of permission to boat does not imply that the river is safe; you must make your own assessment of the river's dangers before accessing the water.
- Riparian owners cannot be held responsible for any accident or incident that may result from the granting of permission to boat under the terms of this agreement.

Permission to use the river for boating is dependent upon the acceptance of this condition.

This document is not to be taken as evidence that there is, or is not, a public right of navigation on this section of the river. Use of the river for boating cannot invoke such a right. Riparian and fisheries owners and tenants and their agents agree that they will not knowingly obstruct the course of the river. Consideration must at all times be given to landowners and users of the river and on no occasion should any use take place that may impair the river environment or the enjoyment of other legitimate users. All people using the river have a duty of care to themselves and others, and will be responsible for any damage caused to private property.

Boating should normally take place only during daylight hours.

Boating should only take place where there is sufficient water to avoid damage to the river bed. If in doubt, please do not canoe in shallow water and do not drag your canoe along channels where there is insufficient water to canoe.

Riparian and fisheries owners can close their parts of the river on the following grounds: Public health (duration as directed by Defra and other agencies); Pollution and dangerous obstructions (duration necessary to address the problem); Protection of fauna and flora (duration as directed by wildlife authorities); Engineering works (duration necessary to address the problem); Events (maximum 2 days per year per club, subject to an overall maximum of 10 days per year).

Disclaimer: No organisation, their representatives nor individuals involved in the development of this agreement can be held responsible for any loss, damage or accident.

River Waveney risk assessment

Site	Description	Risk rating (for various features); L = likelihood S = severity	Risk Management
Shotford Bridge	<p>Car parking is available on a small road adjacent to the river on the Norfolk side. This is a quiet road, leading onto a main road which leads into Harleston. There is space for several vehicles, which can pull over on the left hand side, facing toward the bridge to unload.</p> <p>Risk: road traffic accident as canoes are unloaded</p> <p>Risk: poor parking or too many cars leading to obstruction of road</p> <p>Access from the Norfolk side is down a steep bank to the river. The access platform is currently on the Suffolk side, but this is a good fishing reach and is not suited to canoe use as well.</p> <p>Risk: sliding down bank into water</p> <p>The access point on the Suffolk side (to be used until the Norfolk bank is improved) is approximately 30m from this unloading point. Canoeists will need to take their canoes and/ or kayaks over the bridge, not crossing the road, to the Suffolk side.</p> <p>Risk: road traffic accident</p> <p>There is a small stile to be crossed, approximately 40cm high, which crosses over a white metal fence. There may be a possibility of accident here if the stile is slippery after rain or snow.</p> <p>Risk: tripping or slipping when wet</p> <p>The canoeist then needs to walk toward the River Waveney and to do so would</p>	<p>L = 1; S = 4 = LOW</p> <p>L = 3; S = 2 = MED</p> <p>L = 2; S = 3 = MED</p> <p>L = 1; S = 4 = LOW</p> <p>L = 2; S = 3 = MED</p>	<p>Negotiation in progress for off-road parking 50m from the river (fee payable)</p> <p>Steps and platform required on the Norfolk side</p> <p>Close once</p>

	<p>need to walk down some slippery and steep steps. These are very hazardous as they are covered in a moss/grass with no supporting rail to aid access to the river. This is approximately a 4-5m elevation from the road bridge to the river bank. Risk: tripping or slipping when wet</p> <p>The river, at this point, is also densely wooded, making visibility a further cause for concern.</p> <p>Canoeists currently access the river via a wooden canoe platform on the Suffolk side, approximately 20m from the road bridge. There are strong currents on this side of the river, although the platform is designed with a board underneath it to stop canoes and kayaks drifting underneath it. There was also evidence that during high flows/spates that the canoe platform was submerged by the river. The elevation is a ½ metre vertical drop into the river, although this will change with seasonal variations. Risk: tripping and falling from platform</p>	<p>L = 3; S = 3 = MED</p> <p>L = 3; S = 2 = MED</p>	<p>Norfolk side improved</p> <p>Close once Norfolk side improved</p> <p>Close once Norfolk side improved</p>
Mendham sluice	<p>This sluice is approximately 150m downstream of the road that leads into Mendham.</p> <p>The canoeist will need to portage the sluice on the Norfolk side of the river. Egress is possible via an uneven piece of bank which slopes out of the river about 10m upstream of the sluice. The bank at this point is approximately 50-60cm above the river. Risk: tripping and falling</p> <p>Portage then is approximately 20m around the sluice to the ingress point which is on the Norfolk side of the river in the pool of the sluice. The canoeist will need to cross agricultural land which has previously been ploughed and</p>	<p>L = 2; S = 2 = LOW</p> <p>L = 1; S = 3 =</p>	

	<p>which is uneven and muddy. Risk: twisted ankles</p> <p>The ingress point slopes toward the river, is muddy and covered with a few small stones. The bank at this point is approximately 50-60cm above the river. The river has some strong currents toward the Suffolk side. Some erosion has been caused to the banks on the Norfolk side by the sluice. Risk: slipping; twisted ankles</p> <p>There is a small deposit of stones in the river toward the Suffolk side, natural debris. This is approximately 4m long and in a crescent shape but poses little risk to the canoeist as it is opposite to the ingress point.</p> <p>The weir has been used as a site for 'play' canoeing activity, although permission has not been given and the design of the weir makes this activity potentially dangerous. Risk: being pulled into the face of the weir, capsizing & drowning</p>	<p>LOW</p> <p>L = 1; S = 3 = LOW</p> <p>L = 3; S = 5 = HIGH</p>	<p>Prohibit play use of weir; place warning signs, notify local clubs & add to terms and conditions of agreement</p>
Wortwell sluice	<p>Portage is currently only allowed on the Norfolk bank, which is approximately 1-1.5m above the river, with seasonal variations in river flow likely to alter this height. There is also a 100m walk over rough ground to reach the river on the other side of the sluice.</p> <p>Risk: falling into the water; losing control of canoe</p> <p>There is an Environment Agency owned channel on the Suffolk bank which passes through after a sluice, near to Wortwell Hall. Canoeists could portage on the Suffolk side, to re-enter the river via the EA channel. The ground surrounding the river is unused fields, previously ploughed but overgrown with short grass, making it bumpy, with potential to twist ankles. There is no natural sloping bank into the river on the Suffolk side so the canoeist would have</p>	<p>L = 3; S = 2 = MED</p>	<p>Owner does not want any physical development, so seek an alternative portage</p>

	<p>to lift themselves onto the bank to portage approximately 20m, pass the sluice and re-enter onto the channel and into the river. Access via road at this point is available via a small lane, with enough space for one vehicle/ambulance to safely manoeuvre.</p> <p>Risk: difficulty and potential injury getting out of the river and into the channel</p>	L = 2; S = 3 = MED	Permission to portage and to construct suitable steps needs to be discussed with the landowner.
Homersfield sluice	<p>This sluice is situated in an agricultural area, surrounded by water meadows approximately 200m from the nearest road, a small lane to the north. There is no public footpath in close proximity. Egress is possible 10m upstream of the sluice on the Suffolk side. This has some risk as it is uneven ground, gradually sloping into the river with some reeds. The bank is approximately 50-75cm above the water. Portage is then required for approximately 150m to the ingress point, by a small clump of trees. The land in between is water meadows and is slightly damp under foot, uneven and grassy.</p> <p>Risk: slipping and tripping</p> <p>The ingress point is a small sand bank on the Suffolk side on a turn in the river. The bank slopes at a 30-40 degree incline into the river. In order to access this point the canoeists need to traverse a fallen tree which is approximately 5m from the ingress point. There is some danger of falling from the tree if it is not crossed over with care. The trunk of the tree lies about ¾ metres above the ground, sloping away from the river, and there is enough room to pass smaller canoes underneath it.</p> <p>Risk: falling or slipping from the tree</p> <p>The ingress point is difficult to use since there is no bank to hold on to. In addition, the river is fairly narrow at this point, about 4m across, making access</p>	<p>L = 1; S = 2 = LOW</p> <p>L = 4; S = 2 = MED</p> <p>L = 3; S = 3 = MED</p>	<p>Remove tree</p> <p>Provide rail or other structure to help canoes launch</p>

	<p>difficult for longer craft</p> <p>Risk: capsizing or losing control of craft; damage to canoes potential</p>		
Black Swan	<p>Access is currently possible via the land owned by the Black Swan pub on the Suffolk side (with permission from the publican). A five-bar gate can be opened (currently chained) to enter into the grounds and to walk toward the river. This is a 30m walk along relatively even but grassy ground. The ingress/egress point here slopes gradually into the river and is mainly covered in silt. Dry grass and a small amount of vegetation surround this patch. The platform is approximately 1m higher than river, although this would vary with seasonal flows. There are difficult currents on the Suffolk side and the platform does not have side boards (canoes could go under the platform at certain water levels).</p> <p>Risk: access refused by the publican</p> <p>Risk: losing control of canoe, capsizing when leaving the platform or going under the platform</p> <p>The currents nearer to the Norfolk bank are calmer and would provide a safer ingress point for canoeists seeking to enter the water at this site. The land opposite the pub is owned by Norfolk County Council and is undeveloped, with no canoe platform. The banks are steep and gravelly with a few sharp stones. This bank has also been the site of a traveller encampment and some litter is present, mainly old beer cans and bottles. There is no signage instructing the canoeist of which side to enter. Car parking would be available on the small plot of land on the Norfolk side, which could hold several vehicles.</p> <p>Risk: slipping or falling into the river</p>	<p>L = 2; S = 3 = MED</p> <p>L = 2; S = 3 = MED</p> <p>L = 4; S = 3 = HIGH</p>	<p>Publican has never refused access, but increased use could be an issue. He is not willing to consider granting any additional rights. It is therefore advisable to find an alternative access point.</p> <p>Fitting side boards to the platform would reduce S to 2 and the risk to LOW</p>

			<p>Site cannot be used for canoe access in its current condition. Negotiations are underway with the owners to include steps and a platform in current plans they have for redeveloping the site. However, access to the highway is poor, so cars would have to be parked on the Suffolk side, with canoes carried across the footbridge.</p>
Earsham sluice	<p>This sluice is approximately ¼ mile from the nearest road, a small lane at the back of the Country Superstore at Earsham Mill. A public footpath passes over a small bridge about 400m downstream. Egress is made on the Suffolk bank approximately 10-15m from the sluice. The current egress point is not an easy get-out. Canoeists would have to lift their boats about 1m onto the bank and this section has a steel retainer.</p> <p>Risk: injury to canoeists and/or damage to canoes on leaving the water</p> <p>Another possibly egress site, used by some canoeists, is to get out by clambering onto some reed beds, which are 20m upstream of the sluice and 5m</p>	<p>L = 3; S = 3 = MED</p>	<p>Steps and possibly a platform are required to reduce risk to LOW</p>

	<p>up from the current egress point. At these egress points the river has a consistent flow; it is deepish (waist-height) on account of natural scouring made by the bend in the river. The site has been used by canoeists for picnicking. Touring canoeists use this as their main stop between Shotford Bridge and Bungay.</p> <p>Risk: slipping and possible injury; also possible damage to bank</p> <p>Risk: owners do not wish the site to be used for picnicking and could withdraw from the agreement</p> <p>Canoeists must walk around the sluice, approximately 25m across uneven grassy ground, to re-enter the river. There is a piece of ground, approximately 3m across, which slopes gently into the river about 5m downstream of the sluice. The ground is gravelly and covered in some small stones. The river is relatively calm at this point.</p> <p>Risk: slipping and tripping</p>	<p>L = 2; S = 3 = MED</p> <p>L = 3; S = 5 = HIGH</p> <p>L = 1; S = 2 = LOW</p>	<p>Discourage use by improving official portage and adding clear signage.</p> <p>Discourage use for picnicking by placing signs and by advising local and known touring clubs. Develop picnic sites elsewhere and advise.</p>
Earsham Mill	<p>Curved concrete retainer wall along a 60m section of river. This has a small step which would pose some difficulty to inexperienced paddlers.</p> <p>Risk: injury from slipping on steps</p>	<p>L = 3; S = 3 = MED</p>	<p>Discourage use of this channel through signage and on the map</p>
Outney Road Picnic Site	<p>Access near or under bypass bridge. Land is sandy and has a gentle slope into the water. The current can be strong here, with water also flowing into the river from the Wolds. This can make egress and ingress difficult for inexperienced canoeists.</p>	<p>L = 2; S = 2 =</p>	

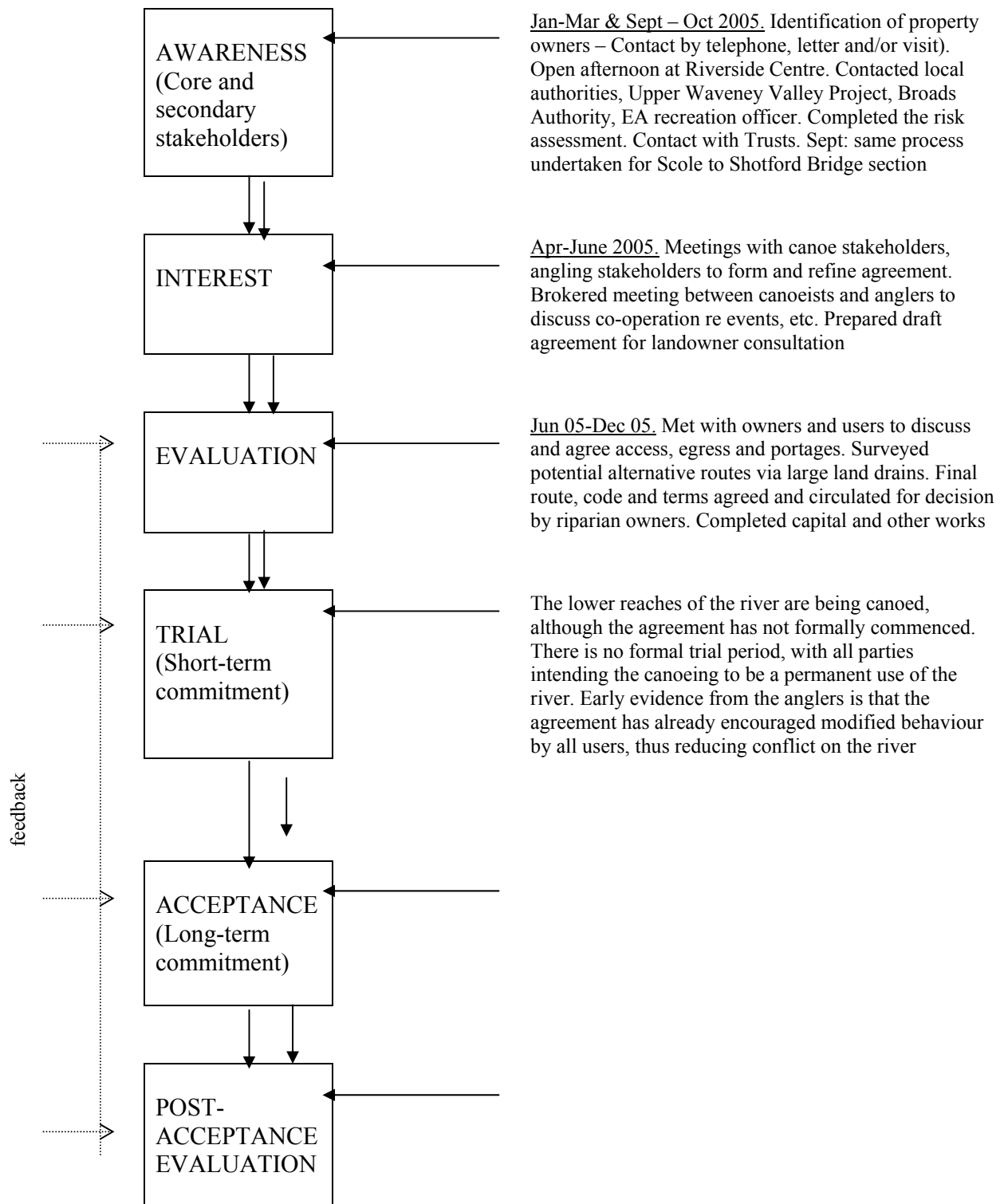
	<p>Risk: capsizing or losing control of canoes</p> <p>The area under the bridge is used by young people and can be subject to litter and broken glass. Some canoeists have also been verbally abused and threatened by young people</p> <p>Risk: injury or damage from litter or glass; abuse from young people</p>	<p>LOW</p> <p>L = 3; S = 3 = MED</p>	<p>Area needs to be cleared and inspected on a regular basis. This site should not be opened for access until this has been undertaken.</p>
Bungay Staithe sluice	<p>Canoeists can egress at Bungay via a recently constructed canoe platform which sits on the Suffolk bank, approximately 15m upstream of the sluice. This is situated in a reedbed. There are two metal posts upon which to tie up the canoes to stop them drifting toward the sluice.</p> <p>The platform, however, is in a relatively poor state of repair with two holes. One is to the left of the platform about 20 square centimetres large; the other is to the right and is about 35 square centimetres large. There is a danger to ankles if they get caught and some canoeists may trip on these holes and fall into the river. It floats about ½ metres above the river.</p> <p>The platform is situated a short hop (30cm) away from a recently constructed gravel pathway. This pathway leads to a car park adjacent to the Scout centre and the newly constructed Riverside centre. The ground is even.</p> <p>Ingress to the river can be gained by using the Scout centre. There is a concrete ingress/egress area about 25m downstream of the sluice, on the Suffolk side. It is about 15m downstream of a wooden disabled angling platform. There was evidence at this point of</p>		

	<p>different recreational uses of the river, with swimmers using the river by the angling platform. A rope swing is featured on one of the photographs. There are two ingress points at the Scout centre. First, via a concrete slipway which slopes gently into the water. Secondly, via a 12m long concrete mooring (with metal posts for three canoes). There is a 1-1.5m drop into the river here, depending on flows.</p> <p>This area is dangerous, with two steel posts submerged under the water. These are situated in the middle of the concrete mooring about 2m from the bank. So, there is some risk associated with using this point, especially for 'seal' launches.</p> <p>When the Riverside centre is complete canoeists will be able to portage the sluice and enter at this site, at the back of the centre. There is a current problem, however. A large metal gate is locked over weekends and so bars entry to the potential ingress area. If this situation continues it could cause further risks as canoeists may trespass by clambering over the gate. This situation needs to be reviewed.</p> <p>Eventually, a platform will be constructed to allow canoeists to enter into a still-moving old wherry dyke and to enter the river downstream of the Scout Centre. Currently there is a 2.5 metre drop. A risk assessment will need to be made when this work is completed.</p>		
Wainford sluice	<p>Wainford sluice is situated on the outskirts of Bungay. It is about 30m from a small, but busy, road. There is plenty of space for a number of vehicles to pull over to gain access to the river at this point.</p> <p>Egress is made on the Norfolk side of the river about 15m downstream of the sluice, which is hidden at a 90 degree angle in a small channel. Previously,</p>		

	<p>canoeists have hauled their boats over the bank (about 1m high). However, a set of metal railings have been constructed around the sluice to stop people falling into the water. These railing stand between waist and chest height. Their placement could be seen to represent an over-reaction on behalf of the Environment Agency as it prohibits safe egress from the water.</p> <p>They now have to egress the water at a small sloping piece of bank. This is a small gravelly elevation which rises about 1 ½ metres. The water depth at this point is between knee and waist-deep, depending on seasonal flows.</p> <p>To portage the sluice the canoeist must cross bumpy and uneven ground, which is covered in a few mole hills. They must cover about 15m of ground and walk down a moderately sloping and stony bank to re-enter the river 6m downstream of the sluice. This bank has a concrete wall, which could be covered with wood for added protection. The river is situated about 20-30cm lower than the bank and there is evidence that the bank is submerged when the water runs high.</p>		
Ellingham weir	<p>The weir represents the tidal limit, and hence the start of the Broads Navigation. Canoeists need to portage the weir in order to paddle to Geldestone Lock.</p> <p>Egress is currently made on an island situated on the Norfolk side of the river which has a small building containing the sluice mechanism on it. This is a popular picnic spot for walkers, cyclists and motorcyclists. This island is railed and the banks are protected by steel retainers. A section approximately 10m long, situated 15m upstream of the weir can be used for egress. Canoes will need to be lifted ½ metre from the river and onto the bank.</p> <p>Canoeists then need to portage around</p>	<p>Launch on steel/concrete jut (Likelihood 4, Severity 5 – overall risk rating HIGH 20)</p>	

	<p>the sluice mechanism building and cross the road to re-enter the river on the Suffolk side.</p> <p>An alternative egress can be made on the Suffolk side, about 20m upstream of the weir. There is a natural sloping section of bank, about 2m long, which is covered in stones and some low-level vegetation (mainly dead grass). The ground in between, however, is uneven and grassy and covered in mole hills.</p> <p>The current ingress point is situated next to the wall of the bridge and is extremely dangerous. To access this point the canoeist needs to walk down a steeply sloping bank (elevation 2.5m) by the bridge which is muddy and covered in loose stones. There is no supporting hand rail. Canoeists then launch into the river on a small jutting concrete section (see photo 36) which is surrounded by an uneven steel retainer. This is to the right of the weir and in the swirl of the water.</p> <p>An alternate ingress can be made 20 metres downstream of the weir but the bank is grassy, uneven and covered in low-level vegetation (mainly dead grass). The river is calmer at this point and is about ½ metre from the bank.</p>		
Geldestone lock	(Part of Broads Navigation) But could be put on the canoe trail.		

River Waveney Agreement Adoption Process



APPENDIX F Report Form

Implementation of Voluntary Canoe Agreements on Rivers in England

River Wear

Date 7th May 2006

Summary Data

Commencement date for work on the agreement	October 2005
Target section and length to be achieved	Sunderland Bridge – Durham Peninsula – Finchale Priory (19.5 km)
Section and length achieved	<ul style="list-style-type: none">• Section 1. Sunderland Bridge – Houghall College – Shincliffe Bridge. Partial completion under <i>Limited Canoe Agreement</i> (4.3 km out of 7km)• Section 2. Shincliffe Bridge – The Sands (Durham Peninsula). Completion under <i>Boating Activity Agreement</i> (5 km)• Section 3. The Sands car park – Finchale Priory. Negotiations put on hold due to refusal by one landowner to grant permission (7.6km)
Completion date	July 2006
Target date for commencing the agreement	October 2006

Riparian owners involved

(see Annex 1 for the 'offer map')

	With access or portage over land	s.16 Dedication	Formal agreement	Open licence	Other arrangement	TOTAL
Number of owners	5 (incl. Section 1 and 2)		8		14	22
Length of river			8.8km		0.5km	9.3km
Access and portage points			Shincliffe Bridge access; DARC boathouse access; Corn Mill Weir portage; Durham Weir portage (to be constructed) The Sands car park egress			5

Description of the agreement

(see Annex 2 for the map, terms & conditions and code of conduct)

From the perspective of current water-based activity and the type of negotiated access agreements the river was divided into 3 sections:

- Section 1. Sunderland Bridge – Houghall College – Shincliffe Bridge (7km)
- Section 2. Shincliffe Bridge to The Sands (Durham Peninsula, 5km)
- Section 3. The Sands to Finchale Priory (7.6km)

The Durham Peninsula section (Section 2) is considerably different from the sections upstream and downstream due to already established heavy recreational use of the waters, including rowing, pleasure boating, canoeing and angling activities. This section also differs from the other 2 by the pattern of landownership; a significant proportion of the river (90%) is owned by 2 local authorities and a number of large institutions.

Section 2

Boating activity agreement applies to the middle section (Section 2) of the stretch between Shincliffe Bridge and The Sands (map 2), known as Durham Peninsula. This 5km stretch of the river has traditionally been used for a range of water-based activities (rowing, canoeing, pleasure boating and angling). The agreement hence incorporates other boat uses and is presented as *Boating activity agreement*.

The ownership of the river is divided almost entirely between seven large landowners, including city and county councils, cathedral, university and 2 independent colleges. The owners are represented by a Durham Riverbanks Management Committee (DRMC), a group that was established in 1992 to work towards the conservation and enhancement of the landscape, habitat, architecture, archaeology and wooded areas of Durham's riverbanks, and to promote the site as a tourist destination and local amenity. The group has requested to adopt a single agreement which specified the terms upon which the permission is granted, the duration of the agreement (2 years in the first instance), future management implications and monitoring mechanism. The group will extend its remit to include river based activity. The Environment Agency (North East) is also represented in the DRMC and will take on the role of the "honest broker" in dispute resolution.

Principal covenants for river users are outlined in "Terms of Agreement" as part of a leaflet to be made available for public use. The terms specify the general conditions under which the users have the permission from grantors to undertake activities on the water. The Code of Conduct included in the agreement adopts guidelines of the Countryside Code of conduct on interactions with other users and the environment. In addition, the users are made aware of area-specific conditions (e.g. areas of fast flowing water).

Section 1 and 3.

Limited canoeing agreement is the approach to be pursued on these sections if a general consent by all landowners and fisheries is obtained (see below for the overview of the current state of affairs). If successful, the agreement will only apply to canoeing and will outline conditions and restrictions related to existing fishing activities, e.g. closed periods, agreed days and hours of the day for canoeing.

Summary of Capital and Other Works Undertaken to Prepare for the Agreement
(see Annex 3 for the risk assessment)

There are 7 access/portage points on the whole stretch of the river. The starting and end points have not been assessed formally. However, capital work is not envisaged around either of these. Out of the remaining 5 identified points on the middle section (Durham Peninsula), two require considerable input in order to make the river usable and one would benefit from improvement:

1. Access at Shincliffe Bridge – without improvement the site is not suitable for access. The landowner is interested in developing canoe access and the site has been identified for potential development as an egress/access point.
2. Durham Weir – a major hazard without a portage. A potential exists for incorporating the portage with the re-development of the right riverbank. Some initial communication has been established with the architectural consultants, representing the developers, who support the idea in principle.
3. Corn Mill Weir – the existing portage on the left bank would benefit from an improvement by placing a pontoon at the re-launching point. Egress is also possible on the right bank

If the agreement for limited canoeing extends upstream (Sunderland Bridge) another access point and car parking will be required (start of canoe trail). No structures will be needed at the finish point (Finchale Priory), where steps out of the water and car parking facilities are available.

User Groups and Non-Riparian Owners Involved in the Agreement

User Group or Non-Riparian Owner	Capacity in which involved	Significance in achieving the agreement
Houghall College	Owner and potential user group, interested in developing canoe-oriented activity	Section 2 & 1. Provides link between both sections (Shincliffe Bridge) and the potential access/egress point between these. Interests in developing canoe oriented facilities and increasing student activities.
Durham University	Owner and provider of user groups/clubs (rowing and canoeing)	Section 2. Interests in developing canoe activity and facilities; potentially becoming an important player in the river use and the agreement.
Durham Amateur Rowing Club	Owner and user group; engaged in user forum establishment	Section 2. Provides access point with parking facilities. Until another access point is created upstream this is likely to be the starting point for visiting canoeists.

BCU NE / Durham Kayak Club	User group; engaged in user forum establishment	Section 2. Important as a focal point for visiting canoe clubs. In other sections is likely to be one of the agreement parties.
Durham City Angling Club	The only angling club in Section 2.	Section 2 & 1. Important – operates on a number of sections and has been included in the agreement as an angling contact.
Tyneside Anglers	User group	Section 3. The only angling club with strong vocal opposition to shared use and canoeing. Have fishing rights on opposite banks which creates additional challenges to achieving the agreement.

Access Champion(s)

(Who made it possible for the agreement to be achieved, and what did they do?)

- DRMC – the existing management infrastructure for the *Boating Activity Agreement* on Section 2 binding major riparian owners to monitor and revise the agreement.
- River User forum is currently being set up to represent all river users on Section 2 (*Boating Activity Agreement*). Potentially, the operation and monitoring responsibilities can be carried out by the users group in liaison with DRMC, representing the Grantors. Among actively engaging user groups are:
 - Durham Amateur Rowing Club
 - Durham Kayak Club
 - Friends of Durham University Canoe Club
 - College Rowing

Implementation Process

(see Annex 4 for the Agreement Adoption Process)

The work started in October 2005 with identification of landownership information and establishment of interests of owners and river users. This was followed-up with the development and negotiation over two agreements (as outlined above and in Annex 4a). The progress to date is as following:

Section 2.

Communication is ongoing with DRMC and the agreement is in the final stages of completion. Following a series of draft copies, the final document has been presented to DRMC for circulation and approval (May 2006). More time may be required for two local authorities (DCiC and DCoC) to obtain formal approval at the chief executive level. Two other major landowners may opt to join the agreement. Other identified private owners have been contacted and invited to comment on the agreement.

Section 1.

Provisional agreement has been achieved over one part of the stretch through the negotiations with two landowners and their interest to be affiliated with the scheme. One of them is considering developing a canoe-oriented curriculum and the presence of a canoe trail fits within their agenda. On the opposite bank, another major landowner has also expressed support for extending canoeing activity outside Durham Peninsula. Other owners on the stretch have been contacted and negotiations are ongoing with one owner of the land where access is required as a starting point of the trail.

Section 3.

Initial communication has been established with the landowners, riparian rights owners and angling clubs. The key concern of owners on these sections is protection of angling interests and income generation. However, the majority of consulted stakeholders are willing to be engaged in the dialogue and consider allowing limited canoeing for a trial period, providing that all neighbouring owners and angling clubs sign up to the agreement. The exception is one landowner with a considerable river ownership. Several contacts have been made and the owner's position to date is objection to canoeing and refusal to continue the dialogue.

Implementation of the access agreement on this stretch (Section 3) is not feasible without the consent of this owner; the land is at the start of the section and the river is not sufficiently wide to direct canoeists to keep to the opposite bank. Furthermore, all owners and anglers (including those on the opposite bank) agree to be part of unified deliberations of the agreement, hence complicating the negotiations.

Barriers to Achieving the Agreement

a) barriers to achieving the full or potential length of agreement (legal, social, physical, environmental)

- Outside Durham (upstream and downstream) the river flows through farmland and land holdings of a small number of large owners and there are very strong fishing interests. Some of the owners and anglers have strong anti-canoe attitudes. This currently impedes the process of achieving the agreements for limited canoe activity in these stretches.
- Portages and access improvements are required around Durham Weir and at the identified locations.
- There are several sites that have been identified as sensitive to increased use. There is no evidence that canoe activity is likely to have impacts on the riverbanks as there are no identified access or portage points. There are concerns that the canoeing will have a negative impact on fishing spawns and restrictions will be applied during certain periods under the limited canoe agreement.

b) Legal barriers to achieving all year open access (legal, social, physical, environmental)

- Boating Activity Agreement was built around customary use of the river and implies all year open access. Within this, the provision is made for user groups to contact Durham City Angling club or exchange information in case of special events and unusual use of the river (Durham Regatta). Water level fluctuations are likely, creating some physical barriers for all year access.
- Outside Durham there are primarily legal barriers due to the need to adapt to fishing activity and seasonality (game and coarse fishing). Landowner and riparian owners would only be prepared to allow limited canoeing and on a trial basis. It is unlikely that the river can be legally available for all year access.

SWOT Analysis

a) strengths

Section 2.

The agreement incorporated the customary multi-use of the river on the peninsula (including rowing, canoeing, pleasure boating and angling). There is already an owner-based structure to address risk assessment and management issues (DRMC). A river users' forum is being established to facilitate the monitoring of the agreement.

Section 1 & 3.

Outside Durham there is the general recognition by landowners and angling clubs that fishing activity would benefit from regulation and control of canoeing activity. The majority of stakeholders are prepared to be engaged in the dialogue and negotiation of limited canoe agreement

b) weaknesses

Section 2.

The agreement can only be sustained if championed and promoted by local user groups (incl. BCU or local canoe clubs as well as rowing). The river can become congested and with the agreement in place the use may increase resulting in conflicts.

Section 1 & 3.

Presence of influential landowners with objections to canoeing and refusal to grant permission. Strong fishing interests may result in failure of achieving a suitable agreement even if the negotiations continue.

c) future opportunities

On Section 2 there are opportunities for increased canoe activity, establishment of new user groups and development of better facilities (incl. shared with rowing). Also with time to prove good practice of sharing the resource with anglers and regulate the activity.

The opportunities for creating agreements outside Section 2 are still unclear. On one hand, this will establish a mechanism for reducing illegal activity and regulating any

negotiated authorised use. Other ways of leverage can be investigated (such as Durham County Council becoming a pilot study area for encouraging land dedication by private owners). On the other hand, strong fishing interests and landowners' unwillingness to change the status quo may present a very significant hindrance to any possibility of achieving the agreement.

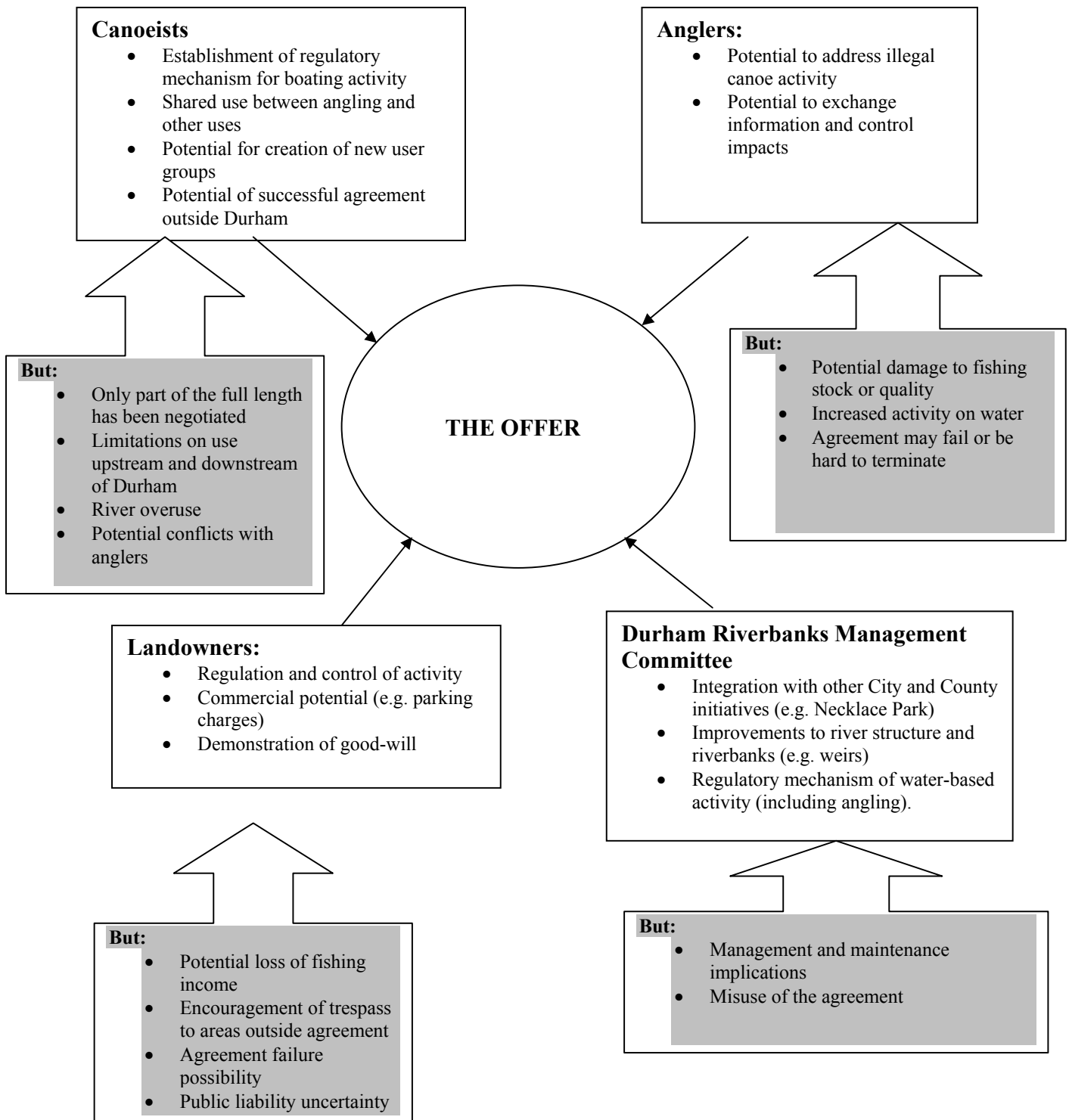
d) threats

Explicit refusal to grant permission and continue the dialogue (even by a single landowner) can be sufficient to put the negotiations to an end. Even securing partial and limited access is in danger of early termination of the agreement due to unauthorised use (even very minor).

Major Lessons to be Learnt

- Single large owner can be crucial in the process of achieving the agreement.
- Fishing interests (both clubs and owners collecting income) can be very strong, making the implementation of the canoe agreement challenging or unachievable
- No guarantees that the agreement will stay in place after the specified trial period
- Decision making processes vary across landowners; Local Authorities, institutions or large private owners are likely to require formal approvals by senior management or chief executives. This process, however, may not become evident until the later stages of the negotiations when formalisation of the consent is required.

Annex 1. River Wear Offer



CANOE TRAIL ON THE RIVER WEAR: Sunderland Bridge – Durham – Finchale Priory

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6. Finchale Priory

This is the finish point. There is no vehicular access to the river between The Sands and the finish point. Parking is available at Finchale Abbey Caravan Park.

4. Corn Mill Weir

Access and portage around **Corn Mill** available at Durham Kayak Clubhouse upstream of the weir by landing stage after Prebends' Bridge.

No vehicular access or parking is available. Please take special care around the blind corner behind the Corn Mill, other river banks users include cyclists, pedestrians and wheelchair users.

Contact DKC on 0191 386 1006 for more information.

5. The Sands

Long stay car parking is available at The Sands. Access is possible at the end of the car park near Millennium Bridge.

Durham Weir is a diagonal multi-teir structure which starts at the left bank below Milburngate Bridge and crosses the river after the bridge. Keep to the right bank; where portage will be constructed.

2. Shincliffe Bridge

Development of canoe oriented centre and facilities including parking is being considered as part of Houghal College curriculum development.

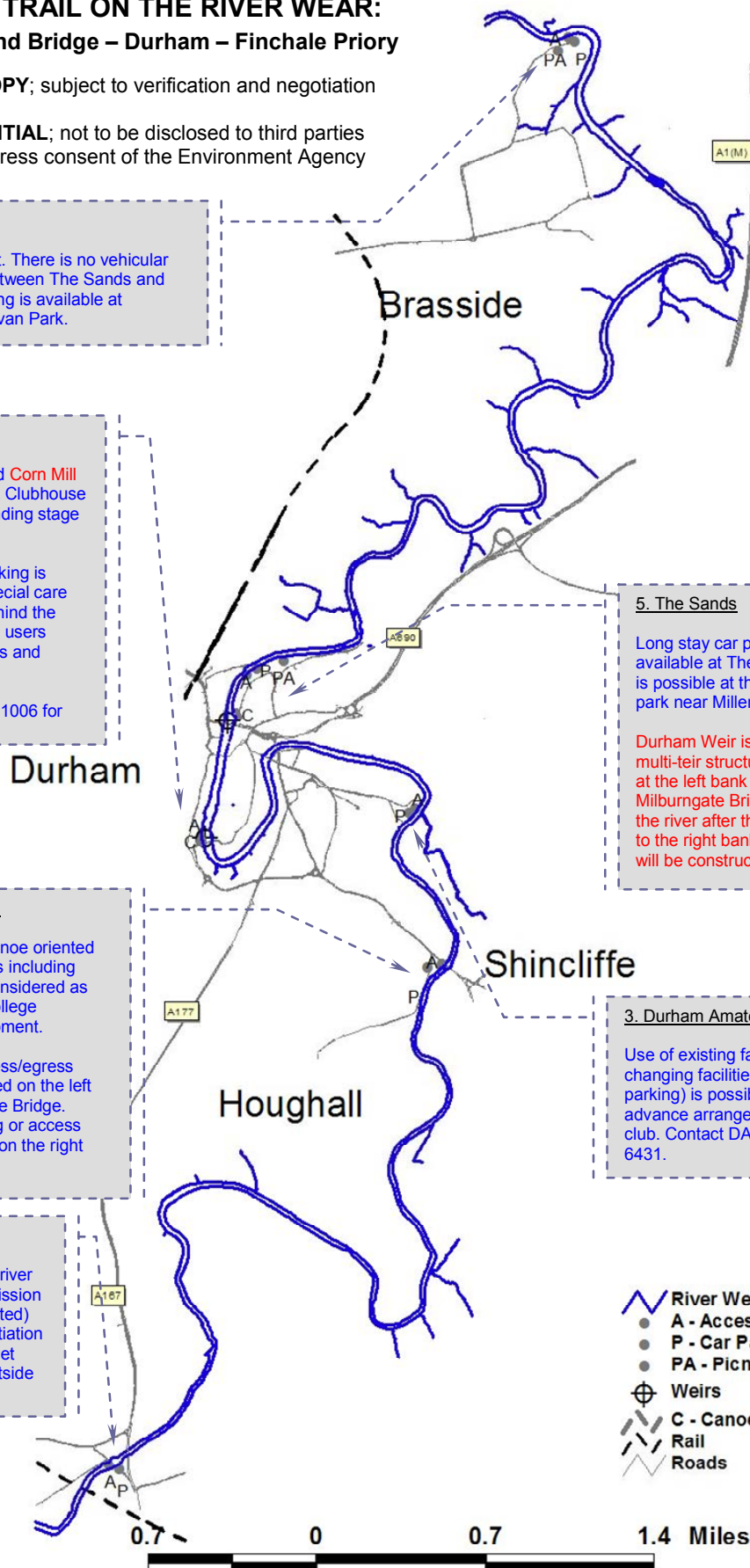
Potentially an access/egress point can be created on the left bank near Shincliffe Bridge. There is no parking or access across the bridge, on the right bank.

3. Durham Amateur Rowing Club

Use of existing facilities (including changing facilities and car parking) is possible subject to in advance arrangement with the club. Contact DARC on 0191 386 6431.

1. Sunderland Bridge

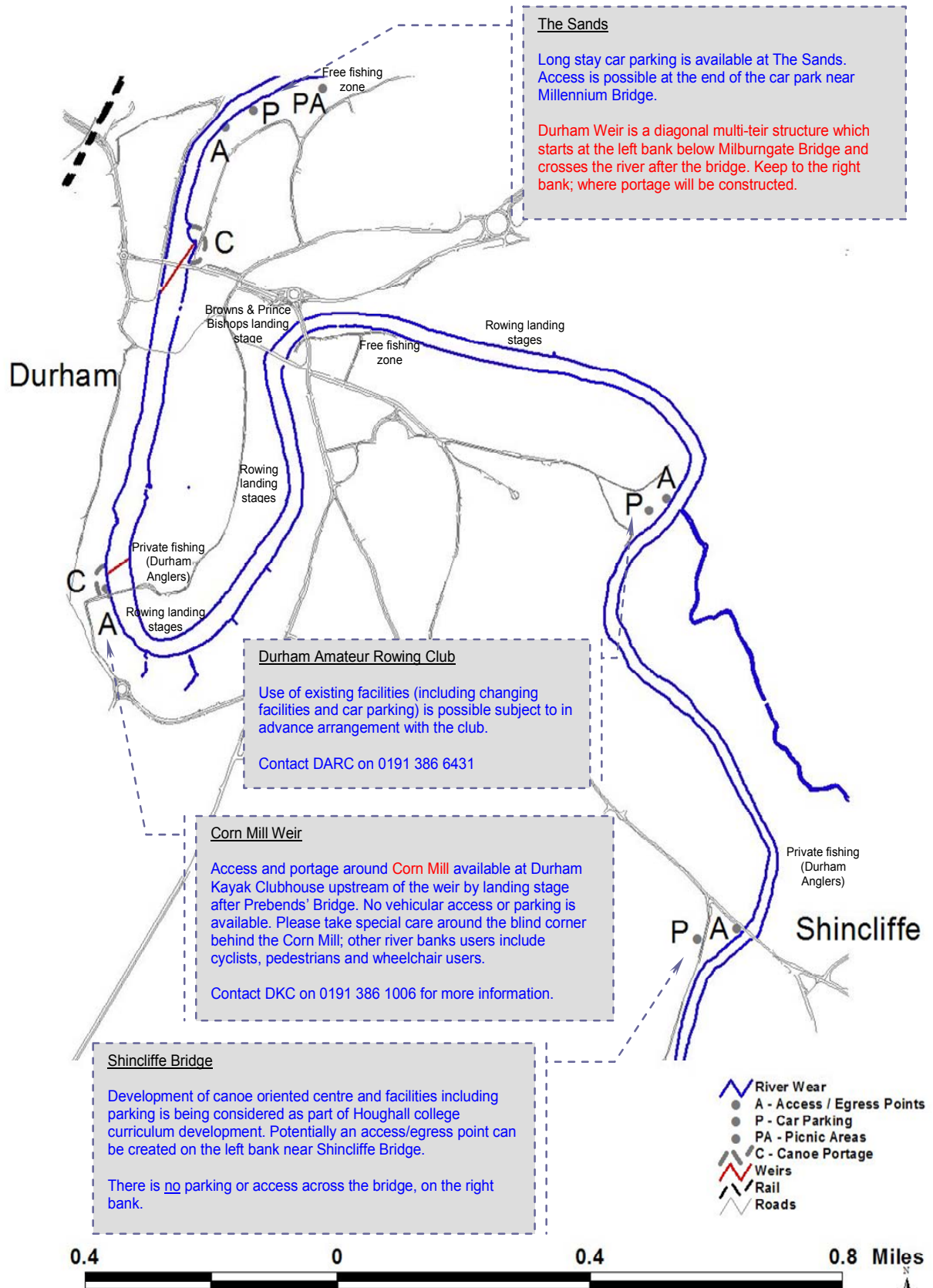
Natural slope down the river on the right bank. Permission to river access and (limited) canoeing is under negotiation with landowner. On-street parking is available eastside of Sunderland Bridge.



BOATING ACTIVITY ZONE ON THE RIVER WEAR: Shincliffe Bridge – The Sands (DURHAM PENINSULA)

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BOATING ACTIVITY ON THE RIVER WEAR: SHINCLIFFE BRIDGE – THE SANDS (DURHAM PENINSULA)

TERMS OF AGREEMENT

You can use any self-propelled watercraft on the River Wear around Durham Peninsula between Shincliffe Bridge and The Sands. In addition, canoes and kayaks can be used upstream from Sunderland Bridge to Shincliffe Bridge and downstream from The Sands, Durham, to Finchale Priory on conditions outlined separately.

Access points for canoes and kayaks, and picnic areas are marked on the map. **These are the only places at which you can enter and leave the river, other than in the case of emergencies.** There are also designated portage points to get around weirs, including Prebend's Weir and Durham Weir. Directions should be followed and the portage used solely for this purpose.

By using the river, you agree that:

- Boating (including canoeing, rowing and the use of any watercraft) is an assumed risk activity. The degree of risk may be related to factors such as water conditions, the boater's experience and ability, and to unrecognised hazards in the river channel.
- The granting of permission to boat (including paddling and rowing) on this river does not imply that the river is safe nor that the possessor of the permit is competent; each boater must make their own assessment of the river's dangers before accessing the water.
- None of the parties to this agreement, nor their officers, nor any other land or riparian owners can be held responsible for any accident or incident that may result from the granting of permission to use the river for boating under the terms of this access agreement. Permission to use the river for boating is dependent upon the acceptance of this condition.

Permission to use the river for boating is dependent upon the acceptance of this condition.

This document is not to be taken as evidence that there is, or is not, a public right of navigation on this section of the river. Use of the river for boating cannot invoke such a right.

All water users agree to follow the appropriate code of conduct and that they will not knowingly cause any damages to the condition of the river bed or the river banks. Riparian and fisheries owners and tenants and their agents agree that they will not knowingly obstruct the course of the river.

Riparian and fisheries owners can close their parts of the river on the following grounds:

- Public health (duration as directed by Defra and other agencies);
- Pollution and dangerous obstructions (duration necessary to address the problem);
- Protection of fauna and flora (duration as directed by conservation authorities);
- Engineering works (duration necessary to address the problem);
- Riverbank and access point maintenance works;
- Events.

The terms of agreement are subject to revisions and amendments during the agreement trial period. The initial trial period agreed by riparian owners is 2 years from the date of commencement.

Landowner consents should be obtained for any special event or activity other than described in this agreement if such activity affects the riverbank land other than public rights of way or footpaths.

Disclaimer: No organisation, their representatives nor individuals involved in the development of this agreement can be held responsible for any loss, damage or accident.

CODE OF CONDUCT

The Countryside Code applies to this agreement. It is available as a leaflet, or via www.countrysideaccess.org.uk. In addition to the Countryside Code, you should observe the following provisions:

- Boating should normally take place only during daylight hours;
- You should be a member of a recognised club or association;
- It is recommended that you have personal liability insurance. If you are a member of a recognised club, this may be included in your membership;
- It is good practice to display a registration or other mark on your craft.

Before Entering and After Leaving the Water:

- Be friendly and polite to local residents and other water and bankside users;
- Park sensibly without causing any obstruction. Use designated car parks;
- Be as quiet as possible;
- Unload kit tidily, take all litter home and leave no trace of your visit;
- Get changed out of public view;
- Avoid disturbing farm animals and wildlife and causing environmental damage;

On the Water

Safety is paramount and you should always wear a buoyancy aid and appropriate protective gear. Stay with your boat if you capsize. It is good practice to paddle in a group of at least three. Let someone know where you are going and the time you expect to be back. Learn how to control your craft and be able to swim. Remember that weirs are dangerous and keep well clear.

If it is necessary to stop or to land in an emergency, keep reasonably still and quiet and in a small area while members of the party seek help as required. Any incident of this nature should be reported to the BCU Local Rivers Advisor at the earliest opportunity.

Boating should only take place where there is sufficient water to avoid damage to the river bed. If in doubt, please do not enter shallow water and do not drag your craft along channels where there is insufficient water for them to float.

Consideration must at all times be given to landowners and users of the river and on no occasion should any use take place that may impair the river environment or the enjoyment of other legitimate users. Where safe to do so, keep away from the banks (except at official access and portage points). Do not make excessive noise whilst approaching and passing anyone on the river (recognising that some forms of training requires instructions to be shouted from those on the bank and/or craft on the river). All river users should do their best to avoid arguments.

All people using the river have a duty of care to themselves and others, and will be responsible for any damage caused to private property. Refuse must not be deposited in the river or on the bank of the river.

In general, smaller craft should give way to larger craft, keeping to the right where possible, with all craft being aware of, and avoiding where possible, interference with angling and other legitimate bankside activities. Extra caution should be used on the stretch of river between Shincliffe Bridge and Prebends Bridge, which can become congested. On this stretch, anglers, canoeists and other boaters should be especially prepared to make way for rowing club boats. The stretch of the river between Durham Amateur Rowing Club boat house and Bath Bridge is known as non-stop zone due to fast moving water.

All craft users should note that, in the summer, additional care will be required to avoid small hired rowing boats. If in any doubt about where to pass or on any other point, group leaders should make their presence known to other boaters and/or anglers and seek their advice or guidance. Groups should not normally exceed 15 craft. Individual members within a group must keep as close together as possible, especially when passing someone fishing, so as to cause minimum impact on other people and the environment.

USEFUL CONTACTS

BCU Regional Access Officer (NE)	www.bcu.org.uk/northern/about/contact.html / Jonathan Roberts (0191 383 9148 / thesec.nr@bcu.org.uk)
Recreation Officer, Environment Agency (NE)	Barbara Pike (0191 2034141 or barbara.pike@environmentagency.gov.uk)
Durham Kayak Club	www.durhamkayakclub.org.uk / Dave Lucas, Club Secretary (0191 386 1006)
Friends of Durham University Canoe Club	contact person TBC
Houghall College	www.edhcc.ac.uk / contact person TBC
Durham Amateur Rowing Club	www.durham-arc.org.uk / Barry Hudson (0191 386 6431)
Durham University and College Rowing	www.dur.ac.uk/college.rowing / college.rowing@durham.ac.uk
Durham City Angling Club	www.durhamanglers.co.uk / info@durhamanglers.co.uk

RIVER WEAR: TERMS OF AGREEMENT FOR LIMITED CANOEING ACTIVITY (UPSTREAM AND DOWNSTREAM OF DURHAM)

Canoes and kayaks can be used upstream from Sunderland Bridge to Shincliffe Bridge and downstream from The Sands, Durham, to Finchale Priory on limited conditions. These stretches of the river Wear are known for their game and course fishing and the existing fishing activities should be taken into consideration. Information on fish matches and/or river conditions should be acquired by canoeists before planning the use of the waters.

Breeding and fishing closed seasons

- Canoeing should be kept to a minimum during breeding and fishing closed seasons. No canoeing is allowed during the period from the *22 March* until the *1 May* and from *1 September* to *1 November*.
- During *May – August* canoeing can take place 2 Thursday evenings and 2 Saturday evening every month unless a fishing match is scheduled. For information on match dates visit <http://www.durhamanglers.co.uk/match.html>. No canoeing should take place on other days of the month. The water levels may be low during summer months and may not be suitable for canoeing.
- During *November – February* you can canoe in the morning avoiding fishing match days: (<http://www.durhamanglers.co.uk/match.html>).

On water

- Remain quiet whilst approaching and passing anyone on the river;
- You should pass straight through without stopping in any of the pools and without performing any manoeuvring such as roll-overs.
- Normally pass on the far side of the river from someone fishing from the bank, or as directed by that person.
- If and when it is necessary to stop or to land in an emergency or at one of the approved landing places, keep reasonably still and quiet and in a small area.
- Individual members within a group must keep as close together as possible, especially when passing someone fishing, so as to cause minimum impact on other people and the environment.
- If in any doubt about where to pass or on any other point, group leaders should make their presence known to those fishing and ask for guidance;
- All river users should do their best to avoid arguments.

The agreement is subject to trial and revision by riparian and fishing right owners after one year starting from the commencement date. Riparian owners hold the right to withdraw the permission if the terms and conditions are breached.

LOCAL FISHING AND ANGLING CONTACTS

Durham City Angling Club (DCAC)	www.durhamanglers.co.uk
Sanctuary Game Anglers	NA
Durham Rangers	NA
Big Waters Angling Club (BWAC)	www.bigwatersanglingclub.dreamstation.com
The Grange Angling Club	http://website.lineone.net/~grangeac/
Tyneside Anglers Syndicate	NA
Felling Fly Fishing Club	www.fellingflyfishers.co.uk
Chester-Le-Street and District Angling Club	www.chester-le-streetanglingclub.co.uk

Annex 3. Risk Assessment and Management

Site	Description	Risk Rating = L=Likelihood; S=Severity; 1-5:Low 6-10:Medium 12-25:High	Risk Management
Shincliffe Bridge access point (left bank upstream of the bridge)	The banks are steep and not suitable for canoe access and launch without appropriate structure. Wooded area without footpaths lies between the bank and car parking spaces available only 100m away from the potential access point. Risk: sliding and falling into water	L=2; S=3 → Medium	Development of steps, platform or another suitable structure and improvement of access through the car park is necessary. Landowner is interested in the development of the site as part of wider curriculum development scheme.
Shincliffe Bridge to DARC boathouse	Shallow water during certain periods of the year. Risk: damaging boats	L=2; S=1 → Low	A priori information from local river advisors. If water levels are unsuitable for boating activity, avoid being on the water. Self-awareness while on water.
Corn Mill Weir	Dangerous weir, particularly for inexperienced canoeists. Improvements may be needed to improve the general condition of the weir. Piles of debris, logs get caught in some sections of the weir (left side). Risk (Weir): being pulled into the face of the weir, capsizing & drowning Portage is available, but requires improvement. Left bank – egress platform is shared by rowing and kayak clubs. There are steps behind the kayak boat house. The drop from the steps can be high if water level is low. Right bank – egress is possible via rowing club steps. No construction is in place for re-	L=2; S=5 → Medium	Weir Repair of the weir condition and clearance of debris. Portage Option 1. Improve re-launch point on the left bank by placing a pontoon to follow the natural curve of the riverbank and to reduce eddies of the water. Option 2. Create re-launch point on the right bank. A substantial and solid construction (ramp or steps) through the trees would be required to reach the water. Placing warning sign on Prebends Bridge giving portage directions. Collision Signage (together with portage direction sign) to warn canoeists

	<p>launching. The bank is steep starting from the footpath. The bank is part of landscape with views of Durham Cathedral, which would be affected by any construction on this bank.</p> <p>Risk (Portage): slipping and falling into water</p> <p>On both banks, canoeists will have to use footpaths behind boathouses to carry canoes from egress to ingress points. The views are obstructed by the buildings and turns.</p> <p>Risk (Footpath): collision between canoeists and footpath users while carrying canoes (less probability of collision on the right bank)</p>	<p>L=2; S=1 → Low</p> <p>L=2; S=2 → Low</p>	<p>regarding shared use of the footpath and low risk of collision.</p>
Framwellgate Bridge	<p>Large cracked trees overhanging from the left bank when approaching the bridge.</p> <p>Risk: being caught in the falling branches</p>	<p>L=2; S=1 → Low</p>	<p>Trees cannot be removed due to H&S regulations. Canoeists to keep to the right, away from the trees.</p>
Durham Weir	<p>The starting point of the 3-teir construction is on the left bank 100m upstream of Millburngate Bridge. It crosses the river diagonally and the end point of the construction is 60m downstream of the bridge. The weir is considered to be a major hazard and canoeists should not attempt to paddle over the weir under any circumstances. No portage is available and both banks prevent escape in emergency. The nearest stopping and getting out site (for emergencies) is the right bank upstream of Framwellgate Bridge.</p>		<p>Construction of canoe portage can potentially be integrated with redevelopment plans for the bankside (right bank).</p> <p>Plan applications are pending for a residential complex. Due to potential flooding, an application for an alternative over-the-river path for residents is being filed and considered. Canoe steps can be constructed at both ends of the path allowing canoeists to get out before the weir and use the footpath to get to the re-launching site.</p> <p>Temporary structures can be placed until the development is complete.</p>

	Risk: being pulled into the face of the weir, capsizing & drowning.	L=5; S=5 → High	Warning signs and portage directions can be placed on Framwellgate Bridge.
The Sands egress point	Overhanging trees and pile of debris when approaching the finish site on the right bank. Risk: slipping and falling into water	L=1; S=2 → Low	Improvement of the footpath and clean-up of the area in the long run.

Annex 4. Agreement Adoption Process

