

# Our Application Process

Off-line mooring and marina developments on our waterways require our agreement to connect and gain access to our waterway network. Before granting agreement, we need to be sure that there is sufficient water and capacity to accommodate it, and that the technical specifications of the marina are adequate to protect the integrity of the waterway and the safety of our customers. In order to get our agreement you must:

- design and construct your scheme to meet our requirements which are specified in the [Your Scheme](#) pages of this website and in our responses to the various stages of this application process.
- complete our Application Process, making submissions (see the 4 stages below) and payments of [Fees](#) at the appropriate stages. We will appraise your submissions and confirm whether we have the capacity to accommodate your scheme on our network and whether it meets our safety requirements. There are target timescales for progress through the application system. If you miss these, you risk forfeiting your priority where capacity is limited.
- complete the Network Access Agreement with us and any other necessary agreement(s) before you construct the connection to our waterway. Information on the Agreement is on the page [Legal Agreements](#) of this website.

Our Application Process is designed to help us manage potentially competing demands on water resources and other facilities from multiple developments in a fair way. It also aims to minimise the information you need to submit to us (and your costs of producing it) in the early stages, in case the scheme does not or cannot proceed. There are 4 stages:

1. **Expression of Interest**
2. **Feasibility Submission**
3. **Detailed Design & Construction Submission for Works NOT affecting CRT (DCNA)**
4. **Detailed Design & Construction Submission for Works AFFECTING CRT (DCA)**

We also monitor and inspect the construction and conduct a water-tightness test before we allow the final connection and access to our network. [Click here](#) for a flowchart giving an overview of the process.

## Expression of Interest

### What you need to do

If you have identified a potential site and would like our initial assessment before you undertake any investigations, then:

- read the **Getting Started** pages of Your Scheme on this website. This includes basic guidance to help you choose a potentially suitable site and research the market for moorings to help you assess the potential demand for your proposal.
  - complete and send in electronically, the **Expression of Interest Proforma** with a map / plan to show the location and area of the proposed site plus its grid reference. Alternatively you can send by post.
- There is no charge for this stage.

### **What we will do**

We will log your application and begin to monitor its progress through our system.

We will conduct an initial assessment to determine whether our network has the capacity to accommodate your potential scheme at this location. We will also carry out a simple assessment of the potential impact of the proposal on the local waterway.

Within 6 weeks of receiving your Expression of Interest we will tell you in writing whether:

- (a) you should proceed with a Feasibility Submission to us. The target for this is 4 months from the date of our response. Or:
- (b) the scheme is not acceptable, giving our reasons. Or:
- (c) that the initial screening report indicates that there are sensitivities with the supply available for the boat movement that your proposal is likely to generate and an additional water resource study is required before you submit your Feasibility Submission.

### **If a water resource study is required : What you need to do**

You will need to complete a **Water Resource Study Proforma** and send it with the **Water Resource Study Fee**. You should send this to us within 1 month of receiving our response to your Expression of Interest.

### **What we will do**

We will determine whether water is available to accommodate the increase in boating traffic generated by your scheme. We will tell you in writing whether:

- a) we can accommodate your scheme
- b) we can accommodate your scheme but there may be sensitivities which could have design or operational constraints for you or
- c) there is currently insufficient water for the scheme to be accommodated at the requested location without significant capital improvement works being undertaken

We will endeavour to complete our water resource study and report in writing to you within 3 months of receiving your submission. However in certain situations if exceptional water sensitivities exist, it may be necessary to undertake further detailed modelling and option analysis to see whether we can accommodate your proposal. Due to the extensive work and appraisal involved this may take us up to 12 months. Should this situation arise, we will write and advise you.

If the outcome is (a) or (b) you should then make a Feasibility Submission to us.

## Feasibility Submission

### What you need to do

You can make a Feasibility Submission to us if you have received our approval to your Expression of Interest. You should:

- read the **Feasibility** pages of Your Scheme on this website. This includes information on the main issues you need to assess, recommended research and enquiries to make to determine the basic feasibility of your proposal.
- complete and send electronically (or by post) a **Feasibility Submission Proforma** with the supporting information we request such as basic plans, description of the scheme and answers to a range of questions. Also include the relevant **Application Fee**. If we do not receive your Feasibility Submission by the advised target date, you may forfeit your priority.

### What we will do

We will consider your submission under two headings:

(1) Factors that could potentially rule out the development owing to potential impact on the operation of the waterway. These are issues relating to the proposed engineering of the development (for example, the proposed manner of connection to the waterway) and its impact on navigational safety.

(2) Advisory considerations. We may also comment on other aspects of the scheme (for example its impact on the waterway landscape or character, or on its environmental sustainability). These are primarily issues for the Local Planning Authority. CRT is a statutory consultee, and we will share our comments on these points with the LPA as part of the planning process.

Within 6 weeks of receiving your submission we will tell you whether

(a) we believe that we will be able to accommodate your scheme as described in your submission, or:

(b) we believe that we will be able to accommodate it subject to your satisfying us on specific concerns that our report will explain, or:

(c) the scheme is not acceptable, giving our reasons

If our response is (a) or (b) we will confirm your target date for sending us a **Detailed Design & Construction Submission for Works NOT affecting CRT (DCNA)**. (This will normally be 12 months from the date of our response.) Send an electronic (or by post) a copy of this with the relevant **Appraisal and Inspection Fee**.

# Detailed Design & Construction Submission for Works NOT affecting CRT (DCNA)

## Definition

*Works not affecting CRT* : Works on private property **and** without the potential to affect the navigation or normal operational activities of CRT **during construction**, and where no support is offered and no loads are imposed on CRT property **during construction**. This would typically be any works at least 6m away from the towpath edge (towpath side marina) or 6m away from water's edge (offside marina). This distance should be agreed with the BU third Party Works engineer and may be increased in certain circumstances (e.g. on an embankment).

Once you have received planning permission and your final scheme is ready you should send us your completed DCNA proforma and accompanying package of information. If we do not receive your Submission by the advised target date, you may forfeit your priority.

## What you need to do

We strongly advise you to liaise with us as you develop your submission so that we can assess solutions, resolve queries etc.

**Before you start** the preparation of your submission you should:

- refer to our Report on your [Feasibility Submission](#)
- refer to the Design & Construction pages of [Your Scheme](#) on this website complete and send us a [DCNA Submission Proforma](#) with the supporting information we request such as basic plans, description of the scheme and answers to a range of questions. Send us two copies of this with the relevant [Appraisal & Inspection Fee](#). If we do not receive your Submission by the advised target date, you may forfeit your priority.

## What we will do

When we receive your Submission and Appraisal and Inspection fee, we will carry out a full appraisal and will report in writing to you within 6 weeks.

We will tell you that either

- (a) Further work/information is required, or
- (b) you have satisfied our requirements

We will also contact you to progress the [Network Access Agreement](#) and any other agreements required.

## Once construction commences

You must notify us of any significant changes to your methods of working or programme of works. The programme should identify any key activities such that CRT representatives are given adequate notice to visit site and satisfy themselves as to the integrity of the Works.

## IMPORTANT NOTE ON THE NEXT STAGE OF THE PROCESS: You must

submit your Detailed / Construction Phase Submission for Works AFFECTING CRT at least 12 weeks prior to your proposed start date for ANY Works affecting CRT

# Detailed Design & Construction Submission for Works AFFECTING CRT (DCA)

## Definition

*Works affecting CRT:* Works on CRT property (i.e. the land (including land covered with water), Waterway, property, sub-soil and air space owned and/or managed from time to time by Canal and River Trust), or where works have the potential to affect the navigation or normal operational activities of CRT, or where support is offered and loads are to be imposed on the property.

## What you need to do

We strongly advise you continue to liaise with us as you develop your submission so that we can assess solutions, resolve queries etc.

Before you start the preparation of your submission you should:

- refer to our Report on your Feasibility Submission
- refer to the Design and Construction pages of Your Scheme on this website.

When your final scheme is ready you should send us your completed DCA proforma and accompanying package of information. If we do not receive your Submission, **at least 12 weeks** before the intended start date for Works **AFFECTING CRT**, this may affect your proposed programme of works

## What we will do

When we receive your Submission we will carry out a full appraisal and will report in writing to you within 12 weeks. We will tell you that either

- (a) further work/information is required, or
- (b) you have satisfied our requirements

## IMPORTANT

**The Network Access Agreement** has to be completed before you begin any works affecting CRT. The NAA will include an agreed commencement date which will be the target opening date for the marina. There will be financial incentives within the agreement aimed at ensuring this target date is not exceeded.

## Once construction commences

You must notify us of any significant changes to your methods of working or programme of works. The programme should identify any key activities such that CRT representatives are given adequate notice to visit site and satisfy themselves as to the integrity of the Works. The actual opening of the navigable access between your site and our waterway will only be allowed when the stilling test (test of water-tightness) has been completed to our satisfaction.

# Terms and conditions of our Application Process for off-line moorings and marinas

1. We handle applications from developers on a first come first served basis.
2. We will appraise each application in isolation of all others. No information given to Canal and River Trust will be passed to any potential competitor (including British Waterways Marinas Limited) except to the extent that it is already in the public domain.
3. Subject to any overriding provisions of the Freedom of Information Act 2000 or other legislation we will treat your application to us in confidence. We would expect it to enter the public domain when you submit a planning application. At this stage we may receive the views of interested parties and will consider them appropriately. Please also be aware that there may be other developers making applications in confidence to us in the same area.
4. We will not be concerned with the viability of the proposal, the impact of the proposal on the existing supply of moorings in the area or whether there will be sufficient customer demand to support all operators - it is your responsibility to make your own assessments on these issues.
5. We do not give any warranties as to the suitability or fitness for purpose or otherwise of your proposals and any work carried out in pursuance of them. It is for you to ensure that your proposals and works satisfy and meet any requirements that you may have.
6. Your application is transferable, at any stage of the process upon the same terms to another party but you must give us notice of any transfer in writing and obtain our written consent beforehand (which we will not unreasonably withhold). It will be a term of our consent that the new party continues with the Application Process on a substantially similar basis, and to the same timescale.
7. We may refuse your application if at any stage it transpires that your scheme will not meet the requirements we have explained to you, or if you materially alter details of the scheme without discussing them with us, or if you do not pay the required fees. We may terminate the application process if you are unable to meet the agreed target dates at any stage.
8. If we have to terminate the application process or refuse your application, we will give a clear explanation of our reasons.
9. In the event of refusal or termination of your application any fees you have paid to us are not refundable.
10. We will not be held responsible or liable for any costs or expenses that you may have incurred or that arise from the termination or refusal.

## Target dates within our Application Process

We regularly receive many applications for marina schemes, abstraction licences and other such demands on our network's resources. We have a finite capacity and must carefully balance these competing demands which we do on a 'first-come, first-served' basis.

Our Application Process for off-line moorings and marinas therefore includes target dates by which you need to proceed to the next stage. We will discuss these target dates with you. If you fall behind and are unable to meet the target, providing you keep us informed, we will extend it if you can demonstrate that you are maintaining progress. We recognise that the planning process can result in protracted delay and we will allow you the time you need to pursue an appeal.

If you do not meet these targets or do not keep us informed, you may forfeit your priority in our system over other developers. If you do not achieve the target opening date agreed in the Network Access Agreement you may lose financial incentives.

## **Our Service Standards**

Our main objective is to encourage and facilitate new marina developments and we are committed to supporting you as you develop your scheme.

What you can expect from us:

- A willingness to engage with you
- Clear guidance on what we require and simple procedures
- A proactive approach to identifying options and solutions with you
- Openness about our rationale
- An efficient service and responses within the specified timescales

We understand that marina schemes can be a major undertaking for you and can be complex projects. You should also appreciate that they are complex for us to appraise and we have many issues to consider which can be detailed and technical. We take a balanced view and are open about our rationale. We realise you need to liaise with many parties in order to develop the design and get the necessary consents for your proposal. CRT has a significant role in this and we aim to provide an effective response and service. The Application Process, in conjunction with the guidance in [Your Scheme](#), aims to provide clear advice and a simple procedure which clarifies what you need to do and what we will do.

From the start of your application to us we will assign to you a Technical Manager to coordinate the team dealing with your scheme. They will also introduce you to a local point of contact within CRT.

### **If you are not happy with our service or our decisions**

Talk to Phil Spencer, National Boating Trade Manager, in the first instance who will try to resolve the matter within 20 working days. He may ask you to put the matter in writing. We have a [formal complaints procedure](#) which is the Canal and River Trust

## **Application Process Fees**

The table below sets out the amounts payable as you proceed through our Application Process. To provide you with cost certainty, we have set fixed amounts depending on the size of your scheme. These fees will be adjusted periodically by reference to the Retail Prices Index. Refer to the following paragraphs for the details and terms of the different payments.

The payments of the fees relevant to your scheme are made on a nonreturnable basis whether or not you complete the whole process through to site opening. A VAT invoice will be issued for your records.

## Application Process Fees

<b>Application Process Fees</b>	
All fees are subject to VAT	
<b>Application Fee</b>	£1,500
<b>Appraisal and Inspection Fees</b>	£4,000
<b>Water Resource Study Fee</b>	£2,250

*Fees are payable by the submission deadlines. If you are unable to comply with the submission date, then an extension of time may be requested but will not be considered until we receive the fee. You are still able to withdraw from the process and resubmit at a later date but please note that all fees are non-refundable.*

### Application Fee

This is payable when you make a Feasibility Submission. It contributes to the cost of our staff who will assess your submission.

### Appraisal and Inspection Fees

This fee is payable when you make a Detailed Design & Construction Phase Submission for works NOT affecting CRT (DCNA). It is a contribution to the costs of our staff who will be liaising with you as you develop your scheme through detailed design, construction and connection. This payment will cover the following items:

- Our staff time spent liaising with you
- Our appraisal of your DCNA Submission
- Our appraisal of your DCA Submission
- Our site visits and inspection of the construction works including the stilling test

### Water Resource Study Fee

This is only payable if you have been advised that there are water sensitivities at the location of your proposed scheme. The study assesses whether we have the capacity to accommodate schemes in areas where there may be potential limits on the available water resource. The fee contributes to our costs of undertaking detailed modelling and analysis, the cost of which is the same for any size scheme.

### Legal Fees

Each party is responsible for paying their own legal fees in respect of the Network Access Agreement and any other legal agreements required.

### Annual Payment

When your site is connected to our network you will need to make an annual payment to us under the terms of the Network Access Agreement. Further information can be found on the [Legal Agreements](#) page of this website.

## Legal Agreements

Off-line mooring and marina developments on our waterways require our



permission to connect and gain access to our waterway network. Before giving that permission, we need to be sure that there is sufficient water to accommodate it, and that the technical specifications of the marina are adequate to protect the integrity of the waterway and the safety of our customers.

Our permission will be given in the form of a standard Network Access Agreement (NAA). We will contact you to discuss this once we have appraised your DCNA Submission. See also [Summary of the Network Access Agreement](#), which explains the main provisions.

The annual fee payable to us is calculated by multiplying your mooring rate (the rate charged to customers mooring in your marina) by an agreed gross mooring capacity and then taking 9% of the resultant figure. This will be reviewed annually on the anniversary date of the commencement of the NAA. There will also be a review of the gross mooring capacity on every 5<sup>th</sup> anniversary of the commencement date. Hire boat moorings and any other moorings not let out will be taken at the published mooring rate.

### **Towpath Bridge Agreements**

If the marina accesses the network through a towpath it will be necessary for your scheme to include the provision of a suitable bridge to ensure continuity of the towpath for access and services. This bridge can often be located on your land rather than on CRT land to provide a safe navigation access. This will need appropriate agreements to be completed.

### **Surface Water Discharge Licence**

If you intend to discharge water from your site other than by way of natural runoff either into the proposed basin or into our waterway then you will also need to enter into a Surface Water Discharge Licence with us. This is a standard document to ensure that issues of water quantity and quality as well as any construction issues are properly addressed.

We will only accept clean surface water. We will not accept foul, polluted or contaminated water. There is no charge for discharges made from property and structures directly connected to the marina. Payment is however likely to be required in respect of discharges for all other purposes.

### **Development Agreement followed by a lease**

If you are developing a scheme on our land, we will grant a Development Agreement which will be followed by a lease of the completed site and water - space.

The lease will be for a term of years sufficient to reflect the level of investment made and will contain restrictions to agreed uses. The ground rent will be negotiable and subject to periodic review. The tenant will be responsible for repairs and insurance.

The lease will be transferable subject to landlords consent. It will include a Network Access Agreement at the same 9% network access fee as above.