



**Canal &
River Trust**

Making life better by water

Code of Practice for Works Affecting the Canal & River Trust

Part 3 Forms

April 2024

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FORM 1: APPLICATION FORM

Name of Project	
Name & address of Applicant	
Company details if applicable	
Project Contact Name Contact Number	
Location of the Works	
Location Plan	Yes <input type="checkbox"/> No <input type="checkbox"/>
Grid Reference	
Description of the Works	
Approximate value of the works	
Planned start date on site	
Planned duration	
Details of any existing agreements	
Details of any statutory powers of the Third Party	
Other approvals sought	
Estimated value of the works to the waterways	
Do you have any Corporate Social Responsibility or Biodiversity Net Gain targets to achieve?	Yes <input type="checkbox"/> No <input type="checkbox"/>

SAMPLE

Please complete the table below so that we can assess the effects of your proposal

Ref	Question	Yes	No	Don't know
1	Has a copy of the method statement, risk assessment and EIA (where appropriate) been provided with this application?			
	Bridge Works			
2	Do the works involve a new bridge?			
3	Are difficulties with clearances envisaged?			
4	Will the towpath access be affected?			
5	Will the design consider the heritage and setting of the waterways?			
6	Is grit blasting / water jetting proposed as part of the works?			
	Utilities			
7	Do the works involve a service crossing?			
8	Are overhead cables proposed?			
9	Are trenchless techniques envisaged?			
10	Is a permanent surface water discharge proposed?			
11	Are services to be laid beneath the tow path?			
12	Are services in the towing path affected?			
	Discharges and Abstractions			
13	Is a permanent or temporary surface water discharge proposed?			
14	Is a permanent or temporary abstraction proposed?			
15	Is any other permanent or temporary discharge proposed?			
16	Has a hydrological and pollution risk assessment been submitted?			
	Site Investigations			
17	Has a formal site investigation been carried out recently?			
18	Is the land contaminated?			
19	Are there any invasive species on site?			
	Towpath Works			
20	Will it be necessary to close the tow path?			
21	Has consideration been given to disabled access?			
22	Are excavations proposed near to the waterway?			
23	Do the works affect public rights of way?			
24	Will there be a change in the surface finish of the tow path			
25	Has design mitigated against any impact on bank habitat?			
	Demolition works			
26	Will there be any demolition near the waterway?			
27	Will there be any demolition over the water space?			
	Dredging Works			
28	Will any dredging be needed?			

29	Has analysis been undertaken on the sediment to be removed?			
30	Is material to be dredged contaminated?			
31	Will any vegetation be required to be removed?			
32	Will the watertight lining of the canal be affected?			
33	Is puddle clay to be used?			
Earthworks and Piling Works				
34	Is there to be any sheet steel piling in the canal?			
35	Is any driven piling for foundations proposed?			
36	Is vibro-compaction or dynamic compaction proposed?			
37	Is there to be grouting near to the canal?			
Use of the Waterway				
38	Is floating plant to be used?			
39	Are construction materials to be transported by water?			
40	Will any scaffolding or hoarding be erected within 8m of the canal, within the channel or on a flood plain?			
41	Is there any planned oversailing of the canal or towpath?			
Stoppages & restrictions				
42	Will a closure of the canal be requested?			
43	Will a restriction of the canal be requested?			
44	Will the canal or feeders require dewatering / diverting?			
45	Is the channel a main river or ordinary watercourse?			
46	Are waterway structures including banks affected?			
47	Will the works involve the creation of a hard bank?			
48	Will any temporary works affect navigation?			
Heritage				
49	Do the works affect a Scheduled Ancient Monument?			
50	Do the Works affect a Listed Building?			
51	Do the works affect Conservation Areas?			
52	Do the works affect any registered battlefield?			
53	Do the works affect <u>any</u> waterway structure?			
54	Do the works affect a world heritage site?			
Environment				
55	Do the works affect a SSSI, SAC or SPA?			
56	Confirm you have read the environment and heritage sections of part 2 of this code			
57	Has an Environmental Appraisal been produced?			
Signed				
Name				
On behalf of				
Date				

SAMPLE

Verified by Trust's Works Engineer	
Verified by Trust's Environment Team	

CANAL & RIVER TRUST (THE TRUST)

FORM 2: COST UNDERTAKING

[insert Scheme Title]

COST UNDERTAKING

[Insert name of Third Party] is proposing to [describe works] affecting the interests of the Trust at [location] as detailed on the attached plan. The requirement to cover the costs of the Trust is acknowledged as follows:

1. In consideration of the Trust processing the Application and engaging engineers, surveyors or other appropriate professionals (whether external or in-house) to advise the Trust and to subsequently proceed with the requisite work involved in the grant of permission to [insert company name] in respect of [scheme title] affecting land and/or property of the Trust, [insert company name] hereby agree and undertake to pay all reasonably incurred costs of the Trust (including VAT and disbursements) in relation to the matter and to follow the requirements and conditions set out in the latest version of the Code of Practice for Works Affecting the Canal & River Trust.

2. This undertaking will apply and the reasonably incurred costs of the Trust will be due whether or not the Works proceed, provided always that in the event that the Trust unreasonably withdraws from the negotiations in respect of the Works no liability for costs will become due from [insert company name].

3. This undertaking is given on the basis that fees in relation to this matter shall be charged at the rates set out in the latest version of the Code of Practice but will not, unless agreed between the parties, exceed the sum of **£5000** (excluding VAT and disbursements) plus stoppage (waterway closure) charges. If applicable, the stoppage charge for this project will be **£..... per week**. Please note that any overrun beyond the agreed stoppage dates will be charged at **£.....** (£10,000 minimum) per day.

Purchase Order Number (please provide a copy).

4. If by [insert agreed date] no Works has been commenced (and accordingly no payment pursuant to this undertaking has been made) the Trust will be entitled to raise an invoice to [insert company name] (and [insert company name] agree and undertake to pay) the reasonable interim invoice and any further reasonable interim invoices thereafter on account of services rendered by the Trust in connection with this matter. Such interim payment or payments shall not in any way affect or compromise the continuing liability of this company pursuant to the terms of this undertaking.

5. The sum of **£400 +VAT** will be paid as an application fee which is a contribution to the costs of the Trust to register the application. [insert company name] acknowledge that the payment of the sum(s) to the Trust does not place the Trust under any further obligation to [insert company name] in respect of the Application or in the execution of any Works that may arise in connection with the Application. [insert company name] further acknowledge that the sum(s) paid are non-refundable whether or not the Application proceeds and that the acceptance by the Trust of the sum(s) does not constitute any representation or warranty on the Trust's part that it will accept the Applicant's Works.

6. This cost undertaking will take effect as of the date on which it is signed (this undertaking will need to be signed by an approved person).

7. This cost undertaking is non-transferrable.

8. If any sums payable to the Trust are unpaid on the due date then interest shall be payable (set at 8% above the base rate from time to time of the Bank of England) on the sum outstanding from the due date until the actual date of payment.

Your scheme reference number

Billing address

Company Registration number

Accounts Payable email address (invoices will be emailed to this address)

Accounts Payable telephone number



Signed by Print name

On behalf of (insert company name)

This agreement has been entered into on the date

Canal & River Trust are the data controller for the information which you are providing on this form. You can contact our Data Protection Officer at Information.Request@canalrivertrust.org.uk if you have any concerns regarding the use of your personal data. Our full privacy notice is on our website <https://canalrivertrust.org.uk/cookie-and-privacy-policy>

SAMPLE

INDEMNITY AGREEMENT FOR ENTRY ONTO OR AFFECTING CANAL & RIVER TRUST PROPERTY

In consideration of Canal & River Trust (“the Trust”) permitting **[insert company name]** of **[insert company address]** (“Licensee”) its employees, servants and agents, entry onto or affecting each and every part of any waterway, works, land or premises belonging to the Trust or under its management or control and held or used by the Trust in connection with its statutory functions (“Trust Property”) commencing on **[insert date]** and expiring on **[insert date]** to undertake the works located at **[insert site address]** (“the Works”) for the purposes of:

(Detail the works to be undertaken)

[insert company name] HEREBY UNDERTAKE AND AGREE, notwithstanding any supervision given or approval expressed by the Trust;

1. To fully indemnify the Trust its servants and agents for;
 - i All liability for damage, howsoever caused to land and/or property whether owned by the Trust or any third-party infrastructure on the land with the agreement of the Trust; and
 - ii Any other losses, damages and expenses and reasonable and proper professional costs; and
 - iii All liability for personal injury (whether fatal or otherwise) insofar as is permitted by law; and
 - iv Statutory or other liability for the safety or security of the working methods, employment practices, protection of the environment and control of pollution; and
 - v Third party claims for unlawful interference with any rights of light, air, support, water, drainage or any other easement or right

which would not have arisen but for the existence of and exercise of the Works (save where the same are caused by or arise out of malfeasance, negligence or recklessness of the Trust (subject to and without prejudice to paragraph 3) their servants or agents).

1.1. The Licensee shall indemnify the Trust against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Trust arising out of or in connection with:

1.2. The Licensee’s breach of this Indemnity Agreement or negligent performance or non-performance of the Works;

1.3. Any claim made against the Trust by a third party arising out of or in connection with the Works, to the extent that such claim arises out of the breach of this Indemnity Agreement or negligent performance or failure or delay in performance of the Works by the Licensee, its employees, agents or subcontractors;

1.3.1. SUBJECT TO:

- i the Trust shall mitigate any losses, costs, expenses or any other item that is sought pursuant to this Indemnity Agreement wherever it is reasonable to do so;
- ii the Trust giving the Licensee written notice as soon as reasonably practicable on being made of anything that could reasonably be considered to lead to this Indemnity Agreement being relied upon with such notice specifying the nature of the claim in reasonable detail;
- iii the Trust not settling any claim or making payment to a third party without the consent of the Licensee such consent not to be unreasonably withheld or delayed save where in the reasonable opinion of the Trust that failure to settle such claim would be prejudicial to the Trust in any material respect;
- iv this Indemnity Agreement not applying to the extent that such any claim under it results from the Trust's negligence or wilful misconduct.

1.4. The Licensee's liability under this Indemnity Agreement is unlimited

2. To insure with an office of good repute in respect of the Licensee's liability to the Trust and any third party under paragraph 1 above and produce to the Trust prior to undertaking the Works a certified copy of the policy and the receipt for payment of the premium or other evidence of the terms of the policy or evidence of payment for inspection by the Trust and that if the Licensee is self-insured it supplies the Trust with evidence of the self-insurance.
3. To comply with all safety and statutory requirements affecting the Works
4. To make all necessary enquiries before the Works commence of statutory undertakers and other bodies that may be affected by the Works as to whether there are any cables, pipes, wires or other medium which might cause any obstruction or injury whatsoever to individuals undertaking the Works. Should any damage occur to any identified or unidentified cables pipes wires or other medium during the execution of the Works then all repair and other costs will be met by the Licensee.
5. To assure itself of the stability of the Works and that it is suitable for the purposes the Licensee requires and to be responsible for Informing any operatives or any individual that may be affected by the Works of any potential risk and ensuring the safety of towpath and canal users.
6. To comply with the **Code of Practice for Works Affecting the Trust** ("Code of Practice") as it applies to the Licensee, its servants and agents and to pay all dues set out in the Code of Practice including those for scaffolding, oversail and temporary works that support the main activity of the Works.
7. Where required by the Trust to complete Form 8 (Surety Bond) and provide a surety bond to ensure that the Trust remains indemnified against any costs and expenses howsoever caused or incurred, which arise as a result of the Works.

If any provision or part-provision of this Indemnity Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this Indemnity Agreement.

Dated this day of 20..

Signature:

Print name:

On behalf of:

SAMPLE

FORM 4: PERMIT FOR SITE ACCESS

Trust Contact	
Site location	
Scheme reference	
Scope and details of works	
Site location plan	
Additional special conditions	
Emergency contact number for the Trust	<u>0800 47 999 47</u>

Contract details

Contractor		
Contact Name		
Contact telephone number		
Emergency contact number		
Contract duration	From:	To:
Working hours/days		

Documentation

SAMPLE

You have been issued with the following documentation as detailed below. Once agreed and signed by both parties ~~this permit places safety and operation requirements on~~ **(insert company name name** and with which **(insert company name** is required to comply. Prior to the commencement of any of the Works any queries regarding compliance must be raised with the identified contact at the Trust.

1	Your risk assessments and method statements
2	Code of practice for works affecting Canal & River Trust

Approval

	For Canal & River Trust	For contractor
Signed		
Date		
Print Name		

Position		
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FORM 5: IMMEDIATE CESSATION

TO:

This notice relates to your activities at which is on land and/or property owned by Canal & River Trust (the Trust) or is in the vicinity of assets of which the Trust is the Navigation Authority

The Trust has observed the following:

.....

1	You have been refused permission to be on the land	
2	You are in breach of the conditions of your permission.	
3	Your actions are affecting waterway infrastructure.	
4	There is a potential risk to waterway users / members of the public	

You are required to stop all activity, if it is safe to do so, on the site with immediate effect and must not resume work unless we advise you that you may do so. In addition, you must:

SAMPLE

1	With immediate effect remove all people and equipment from the site until such time that permission to be on the land is granted by the Trust	
2	Remedy the breach of condition by.....	

<p>Additional comments</p> <p>Canal & River Trust</p> <p>For further information and a copy of the 3rd Party Code of Practice please follow the link below.</p> <p>https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice</p>

Signed:

Print name

Contact telephone number:

Failure to take the required action(s) required may result in further action that could result in you having to pay the full reparation costs for your actions

Application & Assessment to Discharge Surface Water (Form 6 & Pro Forma)

All Sections in Part A (pages 1 to 11) to be completed in full by the applicant.

Part B (pages 12 to 16) be completed by the internal review team undertaking the SWD assessment.

SAMPLE

"The Trust is not a land drainage authority. Water levels in canals are maintained in dry spells using reservoirs, river abstractions, pumping from ground water sources and re-circulatory pumping at locks. When the canals were constructed, they were usually a closed system, isolated from the effects of storms. Therefore, storm water discharges do not assist in dry periods and can cause severe difficulties in wet conditions. Where a new (or modified) discharge is proposed, it will be reviewed to determine if the benefits to the Trust outweigh the risks of acceptance and approval by Water Management, Heritage & Environment and the Utilities Teams will be required. In the majority of situations, there is no obligation on the Trust to accept discharges."

Code of Practice for Works Affecting the Canal & River Trust

For office use only:	Print
1. Application Information	<input type="checkbox"/>
2. Environmental Hazards	<input type="checkbox"/>
3. Environment Management Control	<input type="checkbox"/>
4. Hydrology & Flood Risk	<input type="checkbox"/>
5. Summary Statement	<input type="checkbox"/>
6. Declaration and Signature	<input type="checkbox"/>

Reset Form

1.0 Application Information (A)

Scheme Title	
Name of Applicant	
Grid Reference	
Canal	
Type of Discharge	Surface Water Discharge ▼

<p>Please read through this form and the guidance notes carefully before completing and submitting your application.</p> <p>If you are not sure about anything in this form, contact your nominated Infrastructure Services Works Engineer.</p>	<p style="text-align: center;"><u>Contents</u></p> <p>1.0 Applicant Information 2.0 Environmental Hazards 3.0 Environmental Management Control 4.0 Hydrology & Flood Risk 5.0 Summary Statement 6.0 Declaration and Signature</p>
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SAMPLE

The following information is required from the applicant at an early stage in order to assess the viability or feasibility of the proposal. The Trust does not provide Approvals in Principle (AIP) or advice relating to a proposal. This form only applies to surface water discharges. Other discharges such as sewage effluent and trade effluent will be treated on a case by case basis, but are not usually accepted. Please state the type of discharge this application refers to in the dropdown above.

This application should contain enough detail for the Trust to be able to determine if our canal network is capable of receiving the additional water from the development you are requesting.

The final assessment will not be made until the Trust receives all the information as requested including any supporting documentation which may help us to assess your application. All sections should be completed to the best of your knowledge.

Should this application be deemed acceptable, the developer also requires a Legal Agreement with the Trust which is separate to this assessment. Please consult with your nominated Infrastructure Services Works Engineer for more information. Should the proposed discharge be acceptable to the Trust, the developer will have three years from the confirmation date to enter into an appropriate agreement with the Trust, covering the appropriate rights. If no agreement is in place after this period, a new assessment will need to be made.

1.1 Site Location (A)

insert a map of the site with an outline of the proposed development.



Grid Reference for outfall
(Separate by semicolon (;)
for multiple outfalls)

2.0 Environmental Hazards (A)

Please inform us of any information which relates to the potential pollution hazards associated with your proposal to discharge water into the canal network.

The applicant is referred to the [Canal & River Trust Code of Practice](#) Specifically, Part 2: Detailed Information, Section 3. The applicant is required to consider all potential environmental impacts throughout the life of the project, and to demonstrate to the Trust that all potential environmental risks that affect the Trust will be mitigated against.

Table 1. General Hazards

			✓	Comments
1.01	Planning Use Class			
1.02	Pre-Development Site Description	Brownfield		
		Greenfield		
		Residential		
		Commercial		
1.03	What type of surface currently receives the water that discharges into the canal?	Car Park/Road		
		Roof		
		Pavement		
		Other		
1.04	Post-Development Site Description	Brownfield		
		Greenfield		
		Residential		
		Commercial		
1.05	What type of surface will receive the water discharging into the canal post-development?	Car Park/Road		
		Roof		
		Pavement		
		Other (please specify)		

SAMPLE

1.06	Are you aware of any chemicals, fuel/oil, waste material, liquid food products and any other potentially polluting substances that may be used onsite post development?	Yes (Please provide further details with estimates of quantities)	<input type="radio"/>	
		No	<input type="radio"/>	
1.07	Are you aware of any activities which will occur in the drainage area post development which could contaminate surface water?	Yes (Please specify)	<input type="radio"/>	
		No	<input type="radio"/>	
1.08	Does the site require or have an authorisation from the Environment Agency under the Environmental Permitting (England and Wales) Regulations 2010, or hazardous substances consent from the local authority under the Planning (Hazardous Substances) Act 1990?	Yes (Please specify)	<input type="radio"/>	
		No	<input type="radio"/>	
1.09	Are you aware of any previous uses of the site that may have caused contamination, and if so, has any soil contamination been identified in recent site investigations?	Yes (Please specify)	<input type="radio"/>	
		No	<input type="radio"/>	

SAMPLE

1.10	Have you included highway drainage in your application? If so, please provide details on the average annual traffic density, and whether industrial premises will have access directly to the road post-development.	Yes (Please specify)	<input type="radio"/>	
		No	<input type="radio"/>	
1.11	Has an oil interceptor or other mitigation measure been proposed as part of your post-development plans?	Yes (Please specify)	<input type="radio"/>	
		No	<input type="radio"/>	
1.12	Are you planning to use an existing outfall or drainage network? Please provide details and a survey report on the current condition.	Yes (Please specify)	<input type="radio"/>	
		No	<input type="radio"/>	

SAMPLE

Please specify below if you have any other information which you wish to provide relating to the potential environmental hazards resulting from the proposed development:

Water discharges at a higher or lower temperature to that of the canal will need to be discussed with the Water Development Team, so the impact on our canal system can be modelled.

For other water discharges (ground water, construction water etc) the following needs to be produced:

- How the proposed discharge will impact on the water quality standards set for the receiving canal/watercourse (using the Water Framework Directive). The discharge should not detrimentally affect the current WFD classification. Please provide evidence of the proposed discharge water quality with a list of chemical/physical parameters and concentrations (mean and median)
- Duration/frequency of discharge
- Mitigation measures to counter any negative impacts

3.0 Environmental Management Controls (A)

Please attach any documentation relating to the environmental commitment and environmental track record of the applicant, and of the person ultimately responsible for the drainage, if different.

It should be relevant to both the design and construction, the use, operation and maintenance of the areas drained, and of the drainage system with respect to prevention of water pollution.

Table 2. Management Controls

			✓	Comments
2.1	Has the Company's Environmental Policy been included?	Yes (Please specify and attach)	<input type="radio"/>	
		No	<input type="radio"/>	
2.2	Has the Company's Environment Management System been included?	Yes (Please specify and attach)	<input type="radio"/>	
		No	<input type="radio"/>	
2.3	Does the Company have any other relevant procedures or systems?	Yes (Please specify and attach)	<input type="radio"/>	
		No	<input type="radio"/>	
2.4	Where the discharge is an existing one, are you aware of any prosecutions, enforcement notices or cautions the Company has received from any environmental regulator within the last 5 years relating to the discharge?	Yes (Please specify and attach)	<input type="radio"/>	
		No	<input type="radio"/>	
2.5	Please provide details on the future management of the discharge. If this will not be yourself, please provide further details on who will manage the development in the future.			

SAMPLE

4.0 Hydrology & Flood Risk (A)

The applicant is referred to the [Canal & River Trust Code of Practice](#) Specifically, Part 2: Detailed Information, Section 3. The purpose of this guidance is to provide the applicant wishing to discharge surface water into the Trusts network, with the necessary technical requirements to produce an impact assessment acceptable to the Trust.

Please complete the form below in full.

If the applicant is providing supplementary information, please provide the document name and page number next to the appropriate item in the form below. **The assessment will not be completed without all the required information.** Please place any additional areas or outfalls in brackets.

Table 3A. Summary Information

		Pre-development	Post-development
3A.1	Please provide a brief description of the site, including drainage schemes and site characteristics.		Please state any proposed Mitigation/SUDS/hydraulic controls
3A.2	Gross site area	m ²	m ²
3A.3	Impermeable area	m ²	m ²
3A.4	Permeable area	m ²	m ²
3A.5	Peak surface water run-off (Pre = 1 in 100 y.a.) (Post = as above +20%/-10%)	l/s	l/s
3A.6	Proposed outfall velocity (Velocities > 0.3 m/s [when discharging at 90° to the bank] will not be acceptable with regards to navigational safety)	m/s	m/s
3A.7	Outfall pipe diameter(s)	mm	mm
3A.8	Please provide details of any proposed outfall pipe diffusers, or plans to divert the angle of flow into the canal		
3A.9	Flood estimation method used		

SAMPLE

Table 3B. Supporting information

		Comments	Name of supporting documents and relevant page numbers
3B.1	<p>Design & relationship of site to any part of the Trust's waterway (canals, river navigations, reservoirs, feeders etc.)</p> <p>Please provide digital copies of any AutoCAD files.</p>		
3B.2	<p>Digital copies of all the discharge hydrographs, with a summary table of peak discharge rates for all relevant scenario/return periods/durations for <u>both Pre- and Post-developments</u></p>		
3B.3	<p>Please provided Digital MDX (Micro drainage) files and calculations for <u>both Pre- and Post-developments</u></p> <p><u>This is essential for your application to be processed.</u></p>		
3B.4	<p>Has a Flood Risk Assessment been undertaken as part of this application procedure? Please attach it as part of your application.</p>		

5.0 Summary Statement and Checklist (A)

Use the tick boxes below once you are ready to submit your application. Please ensure all values are in the correct units and supplementary document names and page numbers have also been provided. **Failure to do this will delay your application:**

1. Have you answered all the mandatory questions relating to the potential environmental hazards at your development. Where any hazards have been identified, have you provided further comments on the type and estimated quantities?

2. Have you answered all the mandatory questions relating to the management controls in place for your development?

- Have you included details on any mitigation, for example oil-interceptors or Hydro Brakes?

- Have you provided information on the future management plans?

- If your development is a residential estate, who will ensure any structures or culverts etc are maintained?

3. Have you answered all the mandatory questions relating to the hydrology & flood risk assessment resulting from your proposed development?

- Information about pre-development site i.e. impervious and permeable areas

- Information about post-development site i.e. impervious and permeable areas

- A plan of the development, clearly showing the drainage layout and location of the proposed discharge point

- Methodology of runoff estimation employed, both for pre and post development?

- Details and location of all outfalls to the canal

- Micro-Drainage files in .MDX format

SAMPLE

6.0 Declaration (A)

By signing below, the applicant ensures that the Information provided in this form and in any accompanying documents are accurate, correct and up to date.

Should the drainage plans change after submitting this application it is expected that the Applicant resubmits a new and updated application, and any other relevant supporting information for approval. This would be subject to the applicant covering reasonable cost for a new application.

Print Name and Job Title

Signature

Date

When you have signed and dated this document, please email it back to your nominated Infrastructure Services Works Engineer who will begin the assessment process. We aim to complete each application within 8 weeks of receiving all the information needed. Failure to provide the necessary information will delay your application.

SAMPLE

Part (B): Surface Water Discharge Assessment

(Stage 3 – Pro forma)

Reference:

Progress Tracker	
1.0	Application Information
2.0	Environmental Assessment
3.0	Hydrology & Flood Risk Assessment
4.0	Application Summary

The comments stated in this assessment by the Canal & River Trust are limited to the scope expressly specified. Accordingly, no right, consent (whether statutory or otherwise), contract or license of any nature whatsoever is granted whether by implication, estoppel, reliance or otherwise.

Reset Form

1.0 Application Information (B)

1.1 Application details

Scheme Title			
Canal			
Functional Location			
SharePoint Folder			
Application Received:	Notes		
Application Validated:			
Application Reviewed:			
Application Expiry Date			

1.2 Internal Contacts

SAMPLE

Infrastructure Services Work Engineer			
Name: <input type="text"/>			
<u>Hydrologist</u>		<u>Water Engineer</u>	
Name:	<input type="text"/>	Name:	<input type="text"/>
Received:	<input type="text"/>	Received:	<input type="text"/>
Completed:	<input type="text"/>	Completed:	<input type="text"/>
<u>Environmental Scientist</u>		<u>Utilities Surveyor</u>	
Name:	<input type="text"/>	Name:	<input type="text"/>
Received:	<input type="text"/>	Received:	<input type="text"/>
Completed:	<input type="text"/>	Completed:	<input type="text"/>

2.0 Environmental Assessment (B)

2.1 Heritage & Environment Team Comments

Name:

Job Title:

Response Date:

Comments:

2.2 Summary

On the basis of the information provided, this application is deemed to be **not acceptable** with regards to environmental risk.

For this application to be accepted, the following conditions must be met:

SAMPLE

2.3 Sign off

Environmental assessment endorsed by

Print name and job title

Date

Signature

Part B - SWD Assesment / Review

14

3.0 Hydrological and Flood Risk Assessment (B)

3.1 Risk Register Score

A) Likelihood: B) Consequences: C) Risk Score: D) Revised Risk Score:
(A x B)

Additional comments:

3.2 Maximum Discharge Velocity = m/s

Maximum discharge is with regards to navigational safety.

3.3 Water Engineer's Comments

Name: Response Date:

Comments:

SAMPLE

3.4 Summary

On the basis of the information provided, a maximum discharge rate of l/s to l/s is not acceptable with regards to flood risk

For this application to be accepted by the Trust, the following conditions must be met:

3.5 Sign-off

Hydrological assessment endorsed by

Print name and Job title

Date

Signature

4.0 Application Status (B)

Infrastructure Services Works Engineer to complete this section once all sections have been signed off by the relevant parties (see application progress tracker on front page).

- Application **Accepted** by Water Management and Heritage & Environment Team (providing any stated conditions in section 2.2 and 3.4 are met)
Should this application be accepted, both Technical and Legal Agreements are still required before any discharge can be made. Successful applications will become void after 36 months if no contract has been agreed between the developer and the Trust.
- Further details or Detailed Impact Assessment required
(**See comments** in sections 2.2 and 3.4 and engage with applicant)
- Application **Rejected** by Water Management Team and/or Heritage & Environment Team(s). Due to the current conditions we are unable to accept any further discharges to the canal at this time.

SAMPLE

FORM 7: NOTIFICATION OF WORKS IN THE VICINITY OF THE SKY NETWORK SERVICES NETWORK



SKY UK LIMITED- NOTIFICATION OF WORKS

* Scheme Title

* Site Location

* Nearest Access point

NGR Range-Starting

NGR Range-Finishing

NGR Easting-Northing
(Numbers Only)

SAMPLE

Next

SURETY BOND AGREEMENT

FORM 8

This agreement is dated [DATE]

PARTIES

(1) Canal & River Trust (“**the Trust**”) whose head office is at National Waterways Museum Ellesmere Port, South Pier Road, Ellesmere Port, Cheshire, CH65 4FW (registered company no.7807276, registered charity no.1146792) acting in its personal capacity and as sole trustee for the Waterways Infrastructure Trust

(2) [COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (“**Developer**”)

(3) [COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (“**Surety**”)

In consideration of the Trust permitting the Developer entry onto land/property of the Trust, the Surety has agreed to enter into this agreement to guarantee the performance of the Developer's indemnity as set out in Form 3.

1. The Trust may terminate the Permit for Site Access (Form 4) immediately by written notice to the Developer without prejudice to any other rights the Trust may have, if any of the following events (**Default events**) occur:
 - a. the Developer is in fundamental breach of any of its obligations and liabilities set out in the Code of Practice for Works Affecting the Canal & River Trust; or
 - b. the Developer is in substantial breach of any of its obligations and liabilities in this agreement and has failed to rectify the breach within a reasonable time after receiving notice to rectify from the Council; or
 - c. where the Developer is a corporation:
 - i. has a receiver appointed over the whole or part of the Developer's assets or suffers the appointment of an administrator; or
 - ii. any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
 - iii. a liquidator is appointed in respect of the Developer; or
 - iv. a voluntary winding-up of the Developer is commenced or a petition is made for a winding-up order for the Developer; or
 - v. the Developer is struck-off from the Register of Companies;
 - d. Where the Developer is an individual:
 - i. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Developer; or
 - ii. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Developer.
2. If any Default Event occurs, the Trust may, without affecting any statutory rights or powers or any other right, claim, or remedy under this agreement for such non-performance or non-observance, give to the Surety a default notice:

- a. specifying the work required to be carried out by or on behalf of the Surety following a Default Event to secure the performance of the Developer's covenants, obligations and liabilities
 - b. containing an estimate by the Proper Officer of the cost of carrying out the Default Work and any usual establishment charges of the Trust.
3. Within 20 Working Days following the date of receipt of the default notice, the Surety shall pay the Default Cost to the Council;
 4. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

Executed as a deed by [NAME OF DEVELOPER] acting by [NAME OF DIRECTOR] a director, in the presence of:

.....
 [SIGNATURE OF WITNESS]
 [NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Executed as a deed by [NAME OF SURETY] acting by [NAME OF DIRECTOR] a director, in the presence of:

.....

[SIGNATURE OF WITNESS]
 [NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

SAMPLE