

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 No	
Grid Reference		
Description of the Works	MPLE	
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 No	

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1			Don't know	
	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			



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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 work affect a Soleculed in tient V nument?		
50	Do the Works affect a later wild g?		
51	Do the works anect Conservation Areas?		
52	Do the works affect any registered battlefield?		
53	Do the works affect any 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 beh	alf of		
Date			



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



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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 I control to we this matter. Such interim payment or payments shall not in any way affect or compromise the continuing liability of this company parts and to the terms of this undertaking.

5. The sum of £400 +VAT will be plid is an oppeat or fee which is a contribution to the costs of the Trust to register the application. **[Insert company, name]** acknowledge that the payment or the during, 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.

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Signed by Print name On behalf of (insert company name)

This agreement has been entered into on the date

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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 persona injury (whet er setel or onerwise time far as is permitted by law; and
 - iv Statutory or other liability for the safety or security or 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;



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- 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 state bry requirements arecond the Works
- 4. To make all necessary enquried backre the Works commence of statutory undertakers and other bodies that may be affected with Works at to which there are as coable, 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.



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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:





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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	0800 47 999 47
Trust	

Contract details

From:	To:	
	From:	From: To:

Documentation

You have been issued when the following documentation as detailed below. Once agreed and signed by both parties this permit places safety and operation requirements on **(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

<u>Approval</u>

	For Canal & River Trust	For contractor
Signed		
Date		
Print Name		



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Position	



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FORM 5: IMMEDIATE CESSATION

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 ou that you may do so. In addition, you must:

1		late effect re mission						e until	such	
2	Remedy the	breach of co	nditior	ı by	 	 	 			

Additional comments

Canal & River Trust

For further information and a copy of the 3rd Party Code of Practice please follow the link below.

https://canalrivertrust.org.uk/business-and-trade/undertaking-works-on-our-property-and-our-code-of-practice

Signed:

Print name

Contact telephone number:



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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



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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.

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"The Trust is not a land reservoirs, river abstrac ons, pu When the canals were con Therefore, storn 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."

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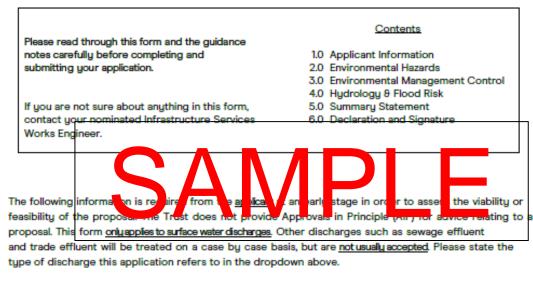
storms

For office use only:	Print	
1. Application Information		
Environmental Hazards		
3. Environment Management Con	ol	
 Hydrology & Flood Risk 		
5. Summary Statement		
6. Declaration and Signature		
ver Trust	orks Affecting the Canal & Ri	Reset Form



1.0 Application Information (A)

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



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 <u>all the information as requested</u> 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.

Part A - Proposed SWD Application

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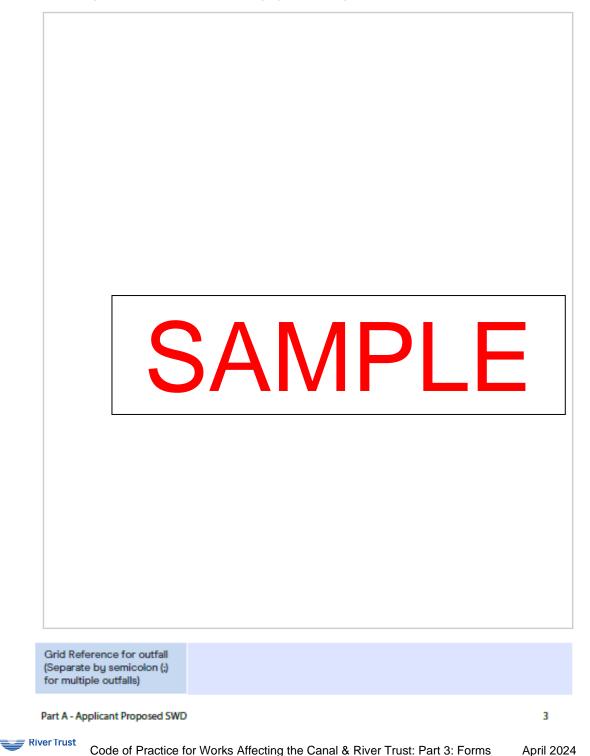
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1.1 Site Location (A)

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





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 <u>Canal & River Trust Code of Practice</u> 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

			1	Comments
1.01	Planning Use Class			
1.02	Pre-Development Site Description	Brownfield Greenfield Residential Commercial		
1.03	What tupe of surface currently receives the water that discharges into the canal?	Car Park/Road Roof Pavement Other		PLE
1.04	Post-Development Site Description	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)		

Part A - Proposed SWD Application

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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) No	0	
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) No	0	
1.08	Does the site require or have an authorisation from the Environment Agency under the Environmental Permitting (Englind and Wales) Regulation 2010, or hazardous substances comput	Yes (Pleuse opecifi	9	PIF
	from the local authonty under t <u>he Planning</u> (Hazardous Substances) Act 1990?	No	\bigcirc	
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	Yes (Please specify)	\bigcirc	
	identified in recent site investigations?	No	\bigcirc	

Part A - Proposed SWD Application

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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	Yes (Please specify)	0		
	the road post- development.	No	\bigcirc		
	Has an oil interceptor or other mitigation measure	Yes	\cap		
1.11		(Please specify)			
	plans?	No	\bigcirc		
1.12	Are you planning to use an existing outfall or drainage network? Please provide details	Yes (Please specify)	\bigcirc		
	and a survey report on				
	the current condition.	No	\bigcirc		
	e specify below if you have a onmental hazards esulting re	any <u>othe</u> information y or the proposid days	nice y oprian	po pro ide relatir a to the pote	inti

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

Part A - Proposed SWD Application

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3.0 Environmental Management Controls (A)

Please attach any documentation relating to the <u>environmental commitment</u> and <u>environmental track record</u> 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

			1	Comments
2.1	Has the Company's Environmental Policy been included?	Yes (Please specify and attach)	0	
		No	\bigcirc	
2.2	Has the Company's Environment Management System been included?	Yes (Please specify and attach	\bigcirc	
		No	\bigcirc	
2.3	Does the Company have any other relevant procedures or structures?	Yes (Please specify and attach) No		
2.4	Where the distnarge is n existing one, an arguing arg 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) No		
2.5	Please provide details on the f the discharge. If this will not b provide further details on who development in the future.	e yourself, please		

Part A - Proposed SWD Application

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4.0 Hydrology & Flood Risk (A)

The applicant is referred to the <u>Canal 8 River Trust Code of Practice</u> 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 on-off (Pre = 1 in 100 g = 1) (Post = as above +20%= 10%)		
3A.6	Proposed outros procitg (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		

Part A - Proposed SWD Application

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Table 3B. Supporting information

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

Part A - Proposed SWD Application

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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:

- 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?
- 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	ſ
	assessment resulting from your proposed development?	
	Information about <u>re-development</u> ate i.e. information about <u>rest de eles</u>	
		I
	A plan of the development, clearly showing the drainage layout and location of the	L
	proposed discharge point	ļ
	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.	

Part A - Proposed SWD Application

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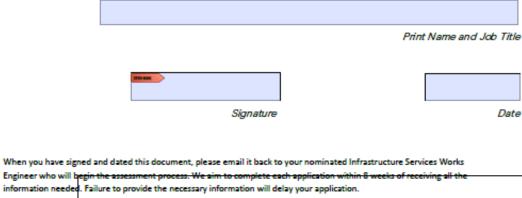


information neede

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.





Part A - Proposed SWD Application

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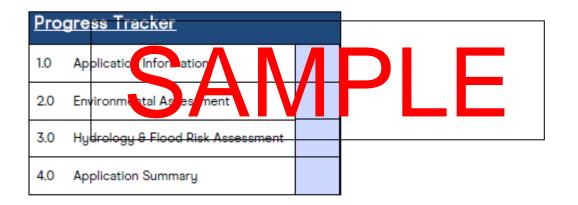
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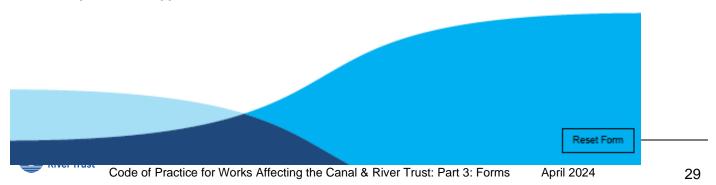


Part (B): Surface Water Discharge Assessment (Stage 3 - Pro forma)

Reference:



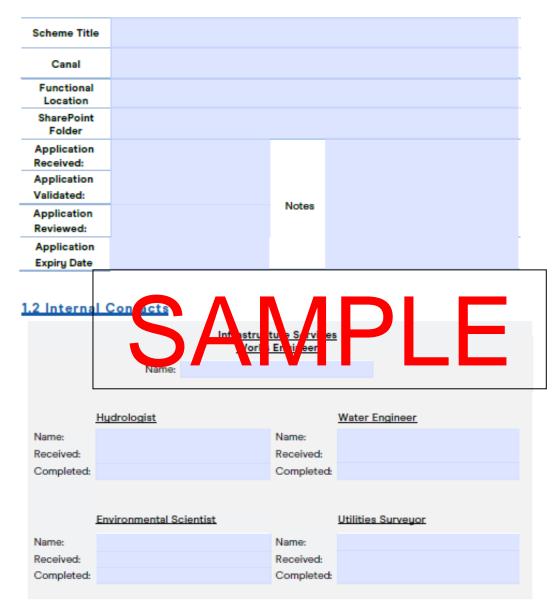
The comments stated in this assessment by the Canal & River Trust are limited to the scope expressly specified. Accordingly, no right, consent (whether statutory or otherwise), contract or license of any nature whatsoever is granted whether by implication, estoppel, reliance or otherwise.





1.0 Application Information (B)

1.1 Application details



Part B - SWD Assesment / Review

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2.0 Environmental Assessment (B)

2.1 Heritage & En	vironment Team Comme	ents			
Name:					
Job Title:					
Response Date:					
Comments:					
2.2 Summaru On the basis of th with regards to e For this applicatio	nviron cental nek.	<u> </u>	met:		
2.3 Sign off Environmental as	sessment endorsed by		Print name a	nd job title	
			10 KK		
	Date			Signature	
Part B - SWD Asses	ment / Review			14	
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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

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3.0 Hydrological and Flood Risk Assessment (B)

A) Likelihood:	B) Consequences:	C) Risk Score:	D) Revised Risk	
Additional comments:		(A × B)	Score:	
3.2 Maximum Discharge	e Velocitu =	m/s		
		-		
Maximum discharge is	not acceptable	 with regards to naviga 	ational safety.	
3.3 Water Engineer's C	omments			
Name:				
Comments:		Response D)ate:	
				7
	$\searrow \Delta$	MP		
3.4 Summaru				
On the basis o f the info	rmation provided, a maxin		l/s to	
	IS	not acceptable with rega	rds to flood risk	
	a accorded by the Tourt	the fellowing and times must	the met	
or this application to b	e accepted by the Trust,	, the following conditions must	t be met:	
<u>3.5 Sian-off</u> Hydrological assessmer	nt endorsed bu			
	-0		Print name and Job title	
		The state		
		and the second sec		
	Date	(Second	Signature	
Part B - SWD Assesment /			Signature	



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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).



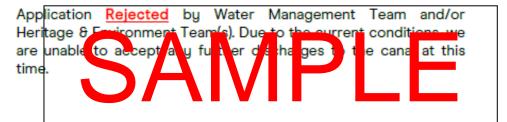
Application <u>Accepted</u> by Water Management and Heritage & Environment Team (providing any stated conditions in section 2.2 and 3.4 are met)

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)





Part B - SWD Assesment / Review



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

ŵ	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



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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 sul s antial creach of a y of no obligation, and liabilities in this agreement and has failed to receive the beach vinning reasonable time after receiving notice to rectify from the Council or
 - c. where the **barrow** 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:

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- 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:





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