

# CODE OF PRACTICE FOR WORKS AFFECTING THE CANAL & RIVER TRUST

## PART 3

# FORMS

**April 2019**

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**FORM 1: NOTIFICATION 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	

**SAMPLE**

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

Ref	Question	Yes	No	Don't know
1	<b>Has a copy of the method statement, risk assessment and EIA (where appropriate) been provided with this application?</b>			
<b>Bridge Works</b>				
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?			
<b>Utilities</b>				
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?			
<b>Discharges and Abstractions</b>				
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?			
<b>Site Investigations</b>				
17	Has a formal site investigation been carried out recently?			
18	Is the land contaminated?			
19	Are there any invasive species on site?			
<b>Towpath Works</b>				
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?			
<b>Demolition works</b>				
26	Will there be any demolition near the waterway?			
27	Will there be any demolition <b>over</b> the water space?			
<b>Dredging Works</b>				
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?			
<b>Earthworks and Piling Works</b>				
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?			
<b>Use of the Waterway</b>				
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?			
<b>Stoppages &amp; restrictions</b>				
41	Will a closure of the canal be requested?			
42	Will a restriction of the canal be requested?			
43	Will the canal or reaches require dewatering / covering?			
44	Is the channel a main river or ordinary watercourse?			
45	Are waterway structures including banks affected?			
46	Will the works involve the creation of a hard bank?			
47	Will any temporary works affect navigation?			
<b>Heritage</b>				
48	Do the works affect a Scheduled Ancient Monument?			
49	Do the Works affect a listed building?			
50	Do the works affect Conservation Areas?			
51	Do the works affect any registered battlefield?			
52	Do the works affect <u>any</u> waterway structure?			
53	Do the works affect a world heritage site?			
<b>Environment</b>				
54	Do the works affect a SSSI, SAC or SPA?			
55	Confirm you have read the environment and heritage sections of part 2 of this code			
56	Has an Environmental Appraisal been produced?			
Do you have any objection to the Trust disclosing information regarding your proposed works in response to a request under freedom of information legislation?		<input type="checkbox"/> Yes		
Signed				
Name				
On behalf of				
Date				
Verified by Trust's Works Engineer				
Verified by Trust's Environment Team				

SAMPLE

## 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 Code of Practice for Works Affecting the Canal & River Trust – April 2019.

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 Code of Practice 2019 but will not, unless agreed between the parties, exceed the sum of **£5000** (excluding VAT and disbursements) plus stoppage 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 **£.....** 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 the 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 ~~£380+VAT~~ is enclosed 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.

Scheme reference number.....

Billing address.....

Company Registration number.....

VAT Registration number..... (if applicable)

Signed by..... Print name.....

On behalf of (insert company name).....

Date.....

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

In consideration of Canal & River Trust (“the Trust”) permitting **[insert company name]** of **[insert company address]** its employees, servants and agents, entry onto or affecting land/or property of the Trust, commencing on **[insert date]** and expiring on **[insert date]** to undertake 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;
  - a. 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;
  - b. any other costs and expenses howsoever caused or incurred, and
  - c. any liability that may arise to the public or employees of the Trust in respect of death or personal injury howsoever caused;

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

**SAMPLE**

2. To insure with an office of good repute in respect of our liability to the Trust and any third party under paragraph 1 above and produce to the Trust prior to undertaking the defined 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 indemnifier is self-insured it supplies the Trust with evidence of the self-insurance.
3. To comply with all safety and statutory requirements affecting our 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 us.
5. To assure ourselves of the stability of the Works and that it is suitable for the purposes we require 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** as it applies to us our servants and agents and to pay all dues set out in the document including those for scaffolding, over sail and temporary works that support the main activity.

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	<b>0800 47 999 47</b>

#### 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 the contractor (insert company 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
<u>Signed</u>		
Date		
Print Name		
Position		

**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 works 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.....	

**Additional comments**

Canal & River Trust

For further information and a copy of the 3<sup>rd</sup> 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:

**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**

## FORM 6: SURFACE WATER DISCHARGE APPLICATION

The following information is required from the Third Party at an early stage in order to assess the viability or feasibility of the proposal. **Note that this form only applies to surface water discharges.** Other types of discharge such as sewage effluent and trade effluent should be treated on a case by case basis, **but are not usually accepted.**

**Scheme Title**.....

**Name of Third Party**.....

**Environmental hazards** - Information on the pollution hazards within the areas to be drained:

Issue/Hazard	Applicant Comment/response
Planning use class	
Use of area to be drained to canal	
Nature and quantities of chemicals, fuel/oil, wastes, liquid food products, and other potentially polluting substances that may be used on area drained	
Details of any activities which will occur in the drainage area, which could contaminate surface water.	
Whether the site requires or has authorisation from the Environment Agency under Environmental Permitting (England and Wales) Regulations 2010, or hazardous substances consent from the local authority under the Planning (Hazardous Substances) Act 1990	
Any previous contaminate uses of the site, and if so, any soil contamination found from any site investigations	
If highway drainage is included, average annual traffic density, and whether industrial premises access directly to the road.	
Is an Oil Interceptor/other measure proposed (please detail)	

SAMPLE

### **Management controls**

Please attach any documentation relating to the environmental commitment and environmental track record of the Third Party, and of the person ultimately responsible for the drainage if different. It should be relevant both to design and construction and to the use operation and maintenance of the areas drained and of the drainage system with respect to prevention of water pollution, e.g.:

Management control checklist	Included? (Y/N)
Company Environmental Policy	
Environmental Management System	
Other relevant procedures or standards	
Where the discharge is an existing one, details of any prosecutions, enforcement notices or cautions from any environmental regulator within the last 5 years relating to the discharge.	

## Hydrological & flood risk assessment

The applicant is referred to “Surface Water Discharge Guidance – Producing an Outline and Detailed Impact Assessment” in Part 2, Section 3.5 of the Code of Practice. The aim of the guidance is to provide the applicant wishing to discharge surface water into the Trust’s network, with the necessary technical requirements to produce an impact assessment acceptable to the Trust.

Please provide the following information for the initial outline impact assessment:

Hydrological & FRA checklist	Applicant Comment	Included (Y/N)
<b>Written description &amp; plan of the development site (photographs if appropriate) detailing:</b>		
1. Pre-development use and proposed development extent and characteristics of the site.		
2. Existing site drainage arrangements and proposed outline/detailed drainage scheme.		
3. Design & relationship of site to any part of the Trust’s waterway (e.g. waterway pound(s), river navigation, reservoir, feeder channel etc.) as hard copy or digitally (AutoCAD® DWG/DXF™ files).		
<b>Written hydrological assessment of the development site detailing:</b>		
1. Catchment parameters: area, soil, percentage impermeable, percentage permeable etc. used to estimate pre and post development site runoff		
2. Description of method of runoff estimation employed for pre and post proposed development.		
3. Digital copies of all pre and post development discharge hydrographs, with a summary table of peak discharge rates for all relevant scenario/return periods/durations.		
4. Digital copies of drainage design calculations and, if available drainage model data and result files, for both pre and post proposed development.		
<b>Please summarise key outline impact assessment details</b>		
Pre development peak runoff to the Waterway (1:100yr +20% climate change)	.....( $m^3s^{-1}$ )	
Post development peak runoff to the Waterway (1:100yr return period +20%cc +10% urban creep)	.....( $m^3s^{-1}$ )	
Post development impermeable drainage area	..... $m^2$	
Proposed maximum discharge rate	.....(l/s)	
Proposed pipe diameter	.....(mm)	
Proposed outfall velocity (normally no more than 0.3m/s <sup>1</sup> )		(m/s <sup>1</sup> )

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

**NOTIFICATION OF WORKS IN THE VICINITY OF THE  
SKY NETWORK SERVICES NETWORK**

**Minimum 14 days notice** (to be completed for all  
work in the location of the SNS network)

**For use by Canal & River Trust staff only**

SCHEME TITLE		
SITE LOCATION		
NEAREST ACCESS POINT		
NATIONAL GRID REFERENCE	<i>Easting</i>	<i>Northing</i>
	<input type="button" value="Add another grid reference"/>	
NGR RANGE	<i>Starting</i>	<i>Finishing</i>
STAGE OF THE PROJECT	<input type="radio"/> Pre-construction 14 days notice <input type="radio"/> Pre-construction 3 months notice <input type="radio"/> Emergency intervention	
DATE OF ISSUE		
WORKS START DATE	WORKS END DATE	

C&RT CONTACT NAME	
CONTACT ADDRESS	
CONTACT NUMBER	
E-MAIL ADDRESS	
PLANS TO BE SENT TO THIS ADDRESS?	Yes <input type="checkbox"/> No <input type="checkbox"/>

**SAMPLE**

**SCOPE OF WORKS**

WILL THE BSKYB NETWORK REQUIRE TOTAL EXPOSURE?	<input type="radio"/> Yes <input type="radio"/> No
DESCRIBE THE NATURE OF THE WORK TO BE UNDERTAKEN	

[Click here to attach files](#)

**GUIDELINES**

This form should be completed no matter how small the area of work. It also requires completion for towpath resurfacing work and bank protection works such as piling. **Please ensure no works take place until you have received approval from Sky Networks. Method statements and risk assessments may need to be supplied and approved by Sky Networks.**

Please click the button below to submit the form by e-mail, or post to:

The Utilities Team, Canal & River Trust, Canal Lane,  
Hatton, Warks, CV35 7JL