

Standard terms and conditions

Pre-planning advice

January 2021

These are the standard terms and conditions that apply to any pre-planning advice we give.

Interpretation

The following terms have the following meanings:

“advice” means the provision by us of advice to you related to your application before you formally submit it to the relevant authority, such advice which may include but not be limited to:

- Impacts on Trust assets, including their structural integrity
- Surface water management, including flood risk, drainage and water supply
- Pollution prevention and air quality
- Design, culture, heritage and landscape character
- Sustainable transport and waterborne freight
- Sustainable energy sources and urban cooling
- Canal restoration
- Impacts on Trust land ownership

“agreement” means the parties’ agreement for the provision of the advice as set out in (in order of preference in the case of conflict): these terms and the application.

“application” means an application for pre-application planning advice, which (for the purpose of the advice) shall be set out in the Trust’s application form.

“application form” means the details of your application, your written acceptance of these terms and confirmation that we are to provide the advice.

“party”, “parties” means you and us.

“we”, “us”, “our” means the Canal & River Trust, including its officers, employees, contractors and agents.

“you”, “your” means the natural or legal person named or proposed to be named in the application or grant of the application, as applicable, including their officers, employees, contractors and agents.

1. Work we will do

- 1.1 Within 21 days commencing on the first working day after receipt your application form, we will provide you with our advice as permitted under these terms.
- 1.2 We may consult internal departments, other regulators and government bodies or other relevant authorities where we consider their input is relevant.
- 1.3 Our advice will generally fall within one of the following four categories, (1) Objection (2) Concerns (3) Informative Only or (4) No comment.

2. Work you will do

- 2.1 In providing your application form, you confirm acceptance of these terms and that your application is completed to your best endeavours to ensure we can provide our advice.
- 2.2 In addition to your application form, you must make available to us such information (including maps, reports, plans and drawings as relevant) and provide such support as we may reasonably require in relation to the provision of our advice.
- 2.3 You must discuss with us when you have any change in your requirement for our advice. We shall not be under any obligation in relation to such changes unless and until they have been agreed in accordance with Condition 5.1.

3. Acknowledgement

- 3.1 You acknowledge and agree that in providing our advice we are under no obligation:
 - (a) to make any favourable recommendation to a local planning authority or the Planning Inspectorate in relation to your application; or
 - (b) to grant any related consents or permits which we are responsible for determining.
- 3.2 We will use reasonable skill, care and diligence when we provide our advice, which will be based on the information available to us at the time and the laws, policy and guidance in place at the time. You must ensure that the advice and information we give meets your needs and you are responsible for the consequences of any use to which you put it.

4. Disclaimer

- 4.1 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence or for any breach of any obligations which it is not permissible to exclude by law.
- 4.2 Subject to Condition 4.2 we shall not be held liable in contract, negligence or otherwise for the consequences of you following or relying upon comments or views given by us or any act, omission, event or circumstance or series of acts events or circumstances relating to this agreement or with respect to the matters contemplated by it.

5. General

- 5.1 Any variation of this agreement shall only be valid if it is in writing and signed by both parties.
- 5.2 You shall retain the intellectual property rights (including copyright) in your documents, drawings and plans provided in your application form, and you grant us a licence to use those documents, drawings and plans for providing the advice under these terms, including sharing those document with those listed in condition 1.2.
- 5.3 Our obligations to you under this agreement may be suspended because of any event which is beyond our reasonable control and which means we can't carry out the work.
- 5.4 This agreement is subject to the law of England and, subject to Condition 6.1, to the exclusive jurisdiction of the English courts.

5.5 This agreement is the whole agreement between the parties in respect of the advice and supersedes all previous communications, representations and agreements, whether oral or in writing.

5.6 If any part of this agreement is or becomes unlawful or unenforceable it shall be deemed deleted but that shall not affect the validity of the remainder of this agreement and the parties shall negotiate in good faith to agree an alternative provision that, to the greatest extent possible, achieves the same intended result.

6. Dispute resolution

6.1 Any dispute between the parties arising out of this agreement shall be referred first to your project manager and our senior manager for resolution before any court proceedings are taken by either party. This Condition shall not prevent either party from applying to the court for injunctive relief.