



Canal &
River Trust

CODE OF PRACTICE FOR WORKS AFFECTING THE CANAL & RIVER TRUST

PART 3 FORMS

April 2017



Canal &
River Trust



CONTENTS

FORM 1: NOTIFICATION FORM

FORM 2: COST UNDERTAKING

FORM 3: INDEMNITY FOR WORKS AFFECTING THE TRUST

FORM 4: PERMIT FOR SITE ACCESS

FORM 5: CESSATION / IMPROVEMENT OF OPERATIONS FORM

FORM 6: SURFACE WATER DISCHARGE APPLICATION FORM

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



FORM 1: NOTIFICATION FORM

| | |
|---|--|
| Name of Project: | |
| Name of Applicant: | |
| Address of Applicant: | |
| Applying on behalf of: | |
| Their address: | |
| Contact name: | |
| Contacts telephone No.: | |
| Location of the Works: | |
| 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 | 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? | | | |

SAMPLE

| | | | | |
|--|---|------------------------------|--|--|
| 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? | | | |
| Stoppages & restrictions | | | | |
| 41 | Will a closure of the canal be requested? | | | |
| 42 | Will a restriction of the canal be requested? | | | |
| 43 | Will the canal or feeders require dewatering / diverting? | | | |
| 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? | | | |
| Heritage | | | | |
| 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 any waterway structure? | | | |
| 53 | Do the works affect a world heritage site? | | | |
| Environment | | | | |
| 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

FORM 2: COST UNDERTAKING

To be completed on Promoter's headed paper and sent to the Works Engineer

[Insert Waterway Address]

Dear Sirs,

[insert Scheme Title]

COSTS UNDERTAKING

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

1. In consideration of your proceeding to negotiate and instructing your solicitors, engineers, surveyors or other appropriate professionals (whether external or in-house) to advise you and to subsequently proceed with the requisite work involved in the grant to us of a Contract in respect of [scheme title] affecting the Trust we hereby agree and undertake to defray your costs and fees (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 'The Code' – April 2016.

2. This undertaking will apply whether or not the proposal proceeds to a legally binding Contract provided always that in the event that the Trust unreasonably withdraws from the negotiations in respect of the Contract in circumstances where we are ready, able and willing to proceed forthwith to a legally binding Contract on terms that have been settled between us in writing then (and in those circumstances only) no liability for costs on the part of this company accrue.

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 [but shall in no circumstances without further discussions with us exceed the sum of £5000 (plus Value Added Tax and disbursements)].

Our Purchase Order Number is

4. If by [insert agreed date] no Contract has been completed (and accordingly no payment pursuant to this undertaking has been made) you will be entitled to deliver to us (and we agree and undertake to pay) a reasonable interim bill (and any further reasonable interim bills thereafter) on account of services rendered by the Board 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 **£380+VAT** is enclosed as an application fee which is a contribution to the costs of the Trust to register your application. We acknowledge that the payment of that sum to the Trust does not place the Trust under any further obligation to us in respect of the Application or in the execution of any Works that may arise in connection with the Application. We further acknowledge that the sum paid is non-returnable whether or not our Application proceeds and that the acceptance by the Trust of that sum does not constitute any representation or warranty on the Trust's part that it will accept the Promoter's Works.

6. This cost undertaking is valid from the date of signature of this form.

7. By entering into this cost undertaking the third party agrees to supply the required information under Part 1 clause 6.24 in relation to financial evidence of works

Other details required:

Scheme reference number.....

Billing name and address.....

Company Registration number.....

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

Should the company details change, then a further £380 + vat application fee will be required.

Yours sincerely

.....

Date.....

[Director/Officer duly authorised to bind plc/company/organisation]

FORM 3: INDEMNITY FOR WORKS AFFECTING THE TRUST



Canal &
River Trust

AGREEMENT OF INDEMNITY FOR ENTRY ONTO OR AFFECTING THE TRUSTS PROPERTY

In consideration of you permitting *[insert co. name]* of *[insert co. address]* our employees, servants and agents, entry onto or affecting the property of The Canal & River Trust ('the Trust') on the *[insert date work begin]* and expiring on the *[insert date work end]* located at *[insert the location of the works]* ("the Works") for the purposes of:

[insert brief description of works]

I/WE HEREBY UNDERTAKE AND AGREE, notwithstanding any supervision given or approval expressed by the Trust;

1. To fully and effectually indemnify the Trust its servants and agents against;
 - a. All liability whatsoever for damage to property whether owned by the Trust or third parties, and
 - b. any other damage loss cost and expenses howsoever caused or incurred, and
 - c. any liability that may arise to the public or employees of the Trust in respect of personal injury death damage or loss of property however 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.

2. To insure with an office of good repute against my/our liability to the Trust and any third party under paragraph 1 above and produce to the Trust prior to undertaking the defined works at 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 whether demanded or not provided that if the indemnifier is self-insured it supplies the Trust with evidence of the self-insurance.
3. To obtain and comply with all safety and statutory requirements affecting our works.
4. To make all necessary enquiries before the works commence of statutory undertakers and of other bodies 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 ;
 - a. Informing any operatives of any potential risk and ensuring the safety of towpath and canal users, and
 - b. bringing to the attention of all operatives the dangers of water-borne diseases particularly Weil's Disease the basic good practise for which is;

- i. untreated water naturally contains micro-organisms (including the much publicised but rare condition of Weil's Disease) the risks are extremely small and sensible precautions are;
 - avoid full immersion in the water
 - cover all cuts and abrasions with waterproof dressings before contact with water
 - wash all exposed skin after contact with water and before eating
 - do not put fishing lines, wet ropes or any other device that has been in the water in the mouth
 - ii. Should any illness occur within 2 weeks of contact seek medical advice and inform the doctor about the contact with untreated water.
6. That subject to my/our statutory rights the Trust may withdraw or suspend permission of entry subject to any breach of the imposed terms and conditions any use of the property other than that specified or unforeseen operational reasons at any time;
 - a. without any liability by the board for consequential or economic loss to us our servants or agents
 - b. in which case the Works shall immediately be vacated and any necessary reinstatement carried out at our own expense to the satisfaction of the Trust
7. To comply with the **Code of Practice for Works Affecting the Canal & River 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 term or provision of this document shall in whole or part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this document and the enforceability of the remainder shall not be affected.

Dated this

day of

20

SAMPLE

Signature:

Print name:

On behalf of:

FORM 4: PERMIT FOR SITE ACCESS



Canal &
River Trust

| | |
|--------------------------------|--|
| Trust Contact: | |
| Site location: | |
| Scope and details of works: | |
| Additional special conditions: | |

Contract details:

| | | |
|--------------------|-------|-----|
| Contractor name: | | |
| Contract duration | From: | To: |
| Working hours/days | | |

Documentation:

You have been issued with / provided the following documentation and license that place safety and operation requirements on you. Unless fully discussed with the Trust contact above you are required to comply with them, as well as all statutory and other interested parties requirements.

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

SAMPLE

Approval

| | For Canal & River Trust | For contractor |
|------------|-------------------------|----------------|
| Signed: | | |
| Date | | |
| Print Name | | |
| Position | | |

In case of emergency please call 0800 47 999 47



FORM 5: CESSATION / IMPROVEMENT OF OPERATIONS FORM

This notice relates to your activities at which is on land / is in the vicinity of assets owned by the Canal & River Trust.

We have observed the following:

| | | |
|---|--|--|
| 1 | You do not have permission to be on Trust property. | |
| 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:

| | | |
|---|--|--|
| 1 | Remove all people and equipment from the site. | |
| 2 | Remedy the breach of condition by..... | |

SAMPLE

Additional comments:

Signed

Date

Print name

Contact number

For and on behalf of the Trust.

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) |
|--|----------------------|---------------------|
| Written description & plan of the development site (photographs if appropriate) detailing: | | |
| 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). | | |
| Written hydrological assessment of the development site detailing: | | |
| 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. | | |
| Please summarise key outline impact assessment details | | |
| 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 ¹) | | (m/s ¹) |

SAMPLE



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="text"/> | <input type="text"/> |
| | <input type="button" value="Add another grid reference"/> | |
| NGR RANGE | <i>Starting</i> | <i>Finishing</i> |
| | <input type="text"/> | <input type="text"/> |
| 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 | <input type="text"/> | |
| WORKS START DATE | WORKS END DATE | <input type="text"/> |
| | | <input type="text"/> |

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

SAMPLE

SCOPE OF WORKS

WILL THE BSKYB NETWORK REQUIRE TOTAL EXPOSURE? Yes 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

Submit