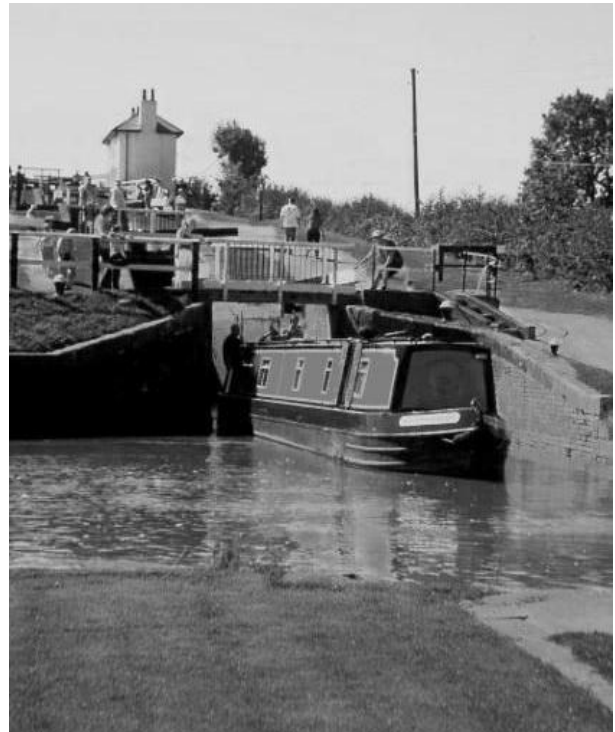


THIRD PARTY WORKS' PROCEDURES

SECTION I

GUIDANCE NOTES



April 2012

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1 **FOREWORD**

- 1.1 These guidance notes are aimed at the Promoter, and the Promoter's Representatives, to provide an overview of the actions required by the Promoter when intending to undertake works that ...
- 'affect' British Waterways
 - require access to British Waterways' property
 - require access across British Waterways' property
 - oversail the property of British Waterways

- 1.2 All works that 'affect' British Waterways are notifiable. These works can be of any description and are not limited to construction works. Works undertaken on neighbouring property and located away from the waterway may still cause an effect on the waterway. The process detailed below equally applies to such works.

- 1.3 Approval to gain access to or across British Waterways' property, to undertake the works, is gained on completion of a two stage process.
- Environmental and Technical Review
 - Property use - and commercial agreement

The first stage is the Environmental and Technical Review of the proposed works. The Promoter informs British Waterways of the proposed scheme and declares the impact of the proposed works. The notification is accompanied by the necessary documents and descriptions of the methods of working to mitigate risk based on an assessment of site-specific hazard to health and safety. The Works Engineer undertakes the review of the proposed methods of working. On successful completion of the review an agreement on the methods of working has been reached.

The second stage sets out the property use - and commercial agreement between British Waterways and the Promoter in the form of a Works Licence issued by the Utilities Surveyor and Estates Surveyor. The agreement on the methods of working and all other undertakings are appended to the Works Licence.

- 1.4 Linked to the two stage process are two sets of fees.
- Fees for time dedicated to the project
 - Fees for Works Licences/Commercial Agreements

For the first stage process the fees are for time dedicated by the Works Engineer and consultants employed by the Works Engineer to the project. The second stage process fees are the Utilities Surveyor's or Estates Surveyor's administration fee and the Works Licence fee. The works can only commence when a Works Licence and all other agreements and leases have been agreed and the Licence fees paid in full.

- 1.5 The works are classified as either 'Third Party Permitted Works' under an existing agreement with British Waterways or 'Agreed Third Party Works'. The *Environmental and Technical Review* is conducted to ensure that the proposed works are undertaken in terms of the requirements of the British Waterways Third Party Works Procedures: *Section 2 of the Code of Practice*, the requirements of utilities companies, local councils and other affected parties; in accordance with applicable design codes and codes of construction practice and the like; and in agreement with the British Waterways Safety Policy and its commitment to achieving a very high level of excellence in Health and Safety Management.

1.6 The purpose of this document is to provide upfront, the information that is commonly requested by the Promoter or the Promoter's Representative on first approaching British Waterways when planning works. The first approach is typically made ...

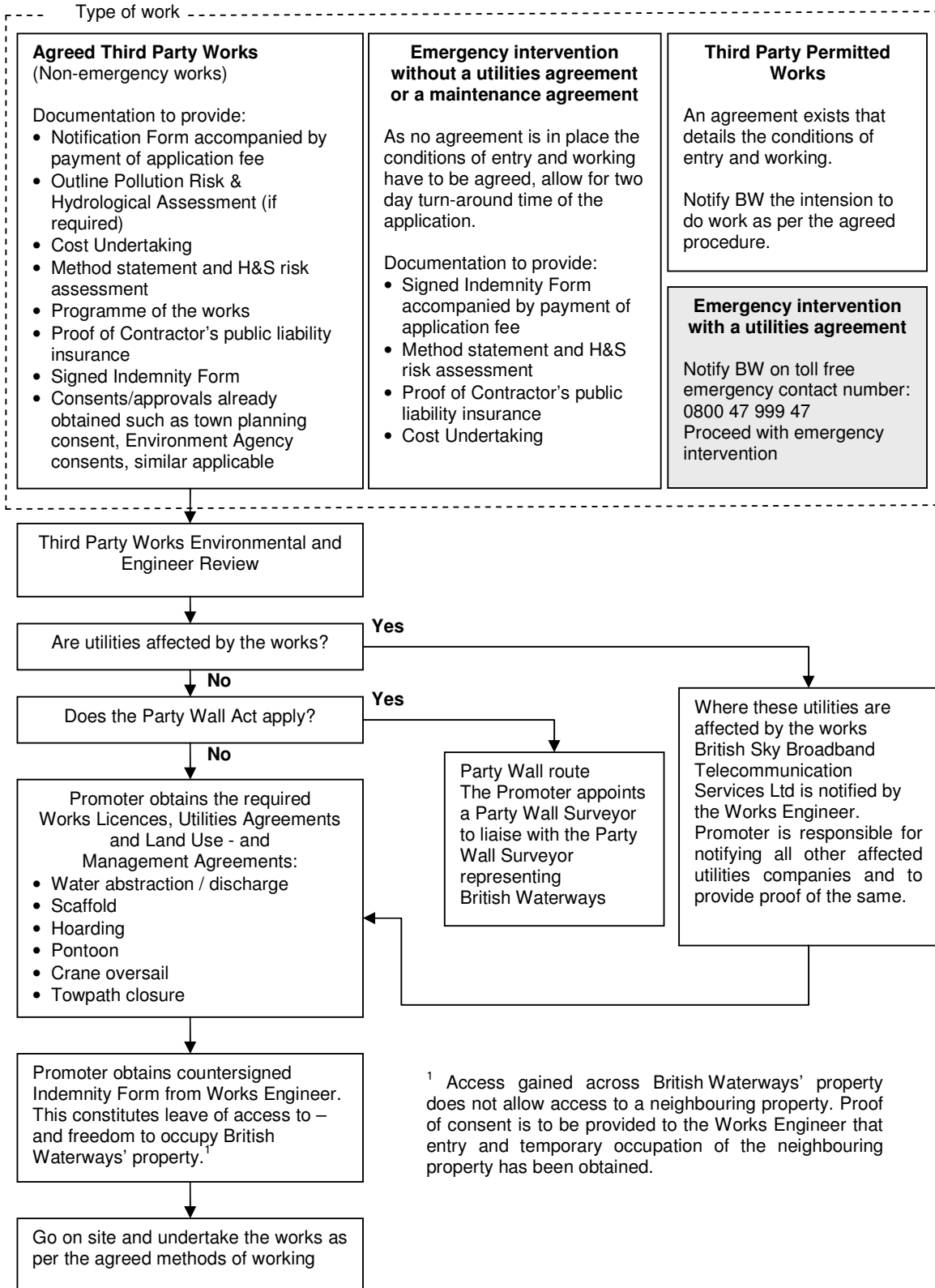
- during the pre-planning consultation and having gained planning permission as required
- in the bidding stage for property development work of property adjacent to the British Waterways' property to solicit general information
- having established a construction project when it is required to use the British Waterways' property as an 'extension of a work site' or gain access to the worksite across British Waterways' property and
- when the nature of the works affect British Waterways and notification of the neighbouring property owner is a legal requirement (Party Wall etc. Act 1996).

1.7 The 'extension of a work site' is to be understood as all works that are undertaken beyond the confines and limits of the site. The site is commonly thought of as an area of property on which construction work is undertaken; but here the definition includes all area on which, under which or against which, works can be undertaken. The limit of the site, as a property area, is the common property boundary to British Waterways. The limits of the site, as an accessible area, are the outer limit thereof such as the outer limits of a bridge. The extension of the work site may be on ground level (on the towpath and on the canal), or at a higher level oversailing the waterway.

<p>Extension of a worksite on ground level on the towpath and on the canal</p> <ul style="list-style-type: none"> • Scaffolding and all elevated working areas on the towpath and extending over the canal • Mobile plant such as lifts (cherry picker) on the towpath • Placing a construction site hoarding beyond the common property boundary • Standing on the towpath to work on a third party boundary structure to install security features, remove graffiti, repaint, repair • Standing on the towpath to demolish or erect a fence or wall • Tree works, vegetation clearance • Boat and barge salvage • Works to canal offside walls undertaken from the canal • Using a pontoon as an extension of the worksite • Dredging • Cofferdams and their derivatives • Occupying property for storage, establishing a site compound 	<p>Extension of a worksite oversailing the waterway (towpath and canal)</p> <ul style="list-style-type: none"> • Scaffolding around rail, road, pedestrian, utilities bridges and all utilities attached to a structure spanning the canal • Maintenance works at height to a building facing waterway • Works to canal offside walls undertaken from neighbouring property but oversailing the canal • Tree works • Crane oversail 	<p>Inspections of third party structures (non-British Waterways owned)</p> <ul style="list-style-type: none"> • Trial pit excavations in the towpath • Condition inspections of structures from the water and towpath • CCTV surveys of culverts, pipes, and the like • Dive surveys and inspections of the canal wall or other structure
<p>Works affecting British Waterways</p> <ul style="list-style-type: none"> • All excavations that may produce an effect on the waterway • Generating noise, dust and debris, including liquids, that may be imparted to the waterway • Water abstraction and discharge • Installing surface water discharges, outfalls, abstractions and offtakes to the canal • Construction of new private moorings • Installing new utilities in the towpath, crossing under and over the canal • Installing new bridges • Modifications to existing steps for cycle ramps/troughs • Towpath upgrade and all related installations including signage and for access 		

All other works not undertaken on behalf of – and not paid for by British Waterways

2 THIRD PARTY WORKS PROCESS AT A GLANCE



3 CONTROL OF THE PROGRESSION OF THE PROJECT

- 3.1** The Works Engineer will process applications expediently, will attend to correspondence on a first-come first-serve basis and normally respond in two to three working days depending on current workload.
- 3.2** The Promoter, or the Promoter's Representative, determines the speed of progression of the project. The time taken to see the project through the Review depends on whether the required forms, documents and insurance have been supplied along with payment of the application fee and provision cost undertaking. The Works Engineer seeks to agree on the methods of working. Availability and completeness of information, descriptions of methods of working that consider all effects of the works on the waterway and a due response to correspondence ensure a swift progression of the project. Document submission should be made in good time ahead of own programme deadlines.
- 3.3** The Promoter and the Promoter's Representative(s) must allow sufficient time in the project programme for the Technical and Environmental Review to take place. It is not appropriate to disqualify the Review by notifying the Works Engineer of the works and then proceed to carry out the work to meet self imposed deadlines. Only on completion of the Review can works affecting the waterway be undertaken.
- 3.4** A single point of contact (the contact person) should be established by the Promoter. The Works Engineer cannot be held responsible for any lack of communication amongst the Promoter's agents nor the confusion that can sometimes ensue when several lines of communication exist.
- 3.5** It is strongly recommended that method statements and supporting documentation be read by all the Promoters' representatives, be these the project manager, the site manager, the accounts manager, the quantity surveyor, the contractor, the CDM coordinator, the H&S officer, and all others required before submission to the Works Engineer. Accurate, concise and complete method statements addressing the requirements of the *Section 2 Code of Practice* and full document submission make for efficient working and consequently less of the Works Engineer's time is required to be dedicated to the review process.

4 THE ENVIRONMENTAL AND TECHNICAL REVIEW

4.1 First actions by the promoter or the promoter's representative

- 4.1.1 On having familiarised oneself with the requirements set out in this document and on reading the *Section 2: Code of Practice* and *Section 3: Design Guidance* a formal application is required to be lodged with British Waterways. The Notification Form made of two parts, the 'Information Sheet' and the 'Initial assessment of effect of the works on the waterway', as contained in *Section 4: Documents*, is furnished accompanied by payment of the Application Fee and a Cost Undertaking as contained in *Section 4: Documents*. Depending on the nature of the proposed works it may be necessary to provide the 'Outline Pollution Risk & Hydrological Assessment' as well.
- 4.1.2 The completed forms can be addressed to the Works Engineer, with contact details as given in *Section 4: Documents*. Payment can be made by cheque made payable to "British Waterways".
- 4.1.3 As a guideline, notification of the proposed works should be made three months in advance of commencement of the works. Where public access and passage is affected no works can commence within two weeks of display of the public notice.
- 4.1.4 As BW is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, we must provide any information requested of us that we hold, unless one of the exemptions applies. This includes information regarding proposed works provided to us by promoters. There may be some information (such as names and addresses of individuals) that will be automatically exempt and which we will not disclose. There may be other reasons, such as confidentiality or commercial sensitivity, why a promoter may not wish for BW to disclose this information to the public. Whilst we may still have to disclose this information under the Act or the Regulations, we will take your reasons into account in assessing our duties to disclose or withhold the requested information. For this reason we have included a box for the promoter to tick to express a preference that information regarding their proposed works is not disclosed to the public. If you select "yes", we will not disclose any information in response to a request for information without consulting you further.

4.2 Initial action by the Works Engineer

- 4.2.1 On receipt of the completed Notification Form, payment of the application fee and Cost Undertaking along with supporting documents, the Works Engineer will undertake initial project administrative functions; provide an invoice in receipt of payment and other functions as required as well as attend to the initial correspondence. The Works Engineer undertakes a preliminary appraisal as part of the Environmental and Technical Review and the Outline Pollution Risk Assessment, where this applies, to assess the impact of the works on the waterway.

4.3 Next actions by the Promoter and/or the Promoter's Representative

- 4.3.1 To provide a statement on the proposed methods of working accompanied by the health & safety (H&S) risk assessment for all hazards that the works present to the waterway and that working in the waterway environment presents to the construction.
- 4.3.2 Provide the Method Statement, H&S Risk Assessment and supporting documentation such as COSHH assessment (where required), drawings, plans, maps and the like, description/plan of the proposed diversion route for towpath users (where applicable), and other documents required in support of the application. The consents/approvals already obtained such as town planning consent (reference number only), Environment Agency consents and proof of notification of affected utilities companies and similar applicable should be provided.

- 4.3.3 If any of these documents are available at the time of notification of British Waterways of the proposed works then these documents should be provided at the onset.

4.4 Subsequent actions by the Works Engineer

- 4.4.1 The Works Engineer undertakes the Environmental and Technical Review in conjunction with the relevant technical team, comments on the proposal, the proposed methods of working, and the next actions required of the Promoter are provided. In collaboration with the Estates Surveyor the Works Licence is drawn up. Where appropriate the Commercial/Estates/ Utilities Team will be informed by the Works Engineer of the completion of the Review and will proceed to negotiate with the Promoter and issue the required licences. As required, and where applicable, the appropriate Utilities Agreements are set in place by the Utilities Surveyor.

- 4.4.2 The negotiation of a Works Licence and Utilities Agreement is between the Promoter, or the Promoter's Representative, and the Estates Surveyor and Utilities Surveyor respectively.

Where fibre optic cables are located in the towpath British Sky Broadband Telecommunication Services Ltd is notified by the Works Engineer.

4.5 Subsequent actions by the Promoter and/or the Promoter's Representative

- 4.5.1 The method statement and accompanying documents are updated, taking into account the Works Engineer's comments, resubmitting the final method statement and the additional information as requested provided.

- 4.5.2 To provide the balance of the required documentation, being:

- Programme of the works
- Proof of Contractor's public liability insurance
- Signed Indemnity Form (signed by the Promoter or if signed by the Promoter's Representative to be accompanied by a statement of delegation of responsibilities.

4.6 Final actions by the Works Engineer

- 4.6.1 On successful completion of the Engineering and Environmental Review by agreeing on the method of working, the Works Engineer shall return the countersigned Indemnity Form and issue final notification to British Sky Broadband Telecommunication Services Ltd, if applicable.

- 4.6.2 The Agreement will be added to the Works Licence that is now being prepared by the Utilities Surveyor / Estates Surveyor.

4.7 General composition of the method statement

- Scope of the works
- Addressing the specific requirements of *Section 2: Code of Practice* and *Section 3: Design Guidance*
- Location plan featuring the national grid reference and a north arrow
- Dimensioned general arrangement plan indicating the extent of the works with position relative to the canal structure and property boundary¹.
- Indicate the point of access to the towpath, the route taken to move to the site (personnel and vehicles)
- Where applicable dimensioned profiles and cross sections
- Towpath diversion route plan² and description as text
- Utilities layout plan³

The Works Engineer shall:

- ¹ on request, supply cadastral (ordnance survey) information of the location of the British Waterways property boundary and structures
- ² on request, supply layout plans of location of nearest points of access
- ³ confirm whether a fibre optic cable is laid within the towpath or other waterway structures.

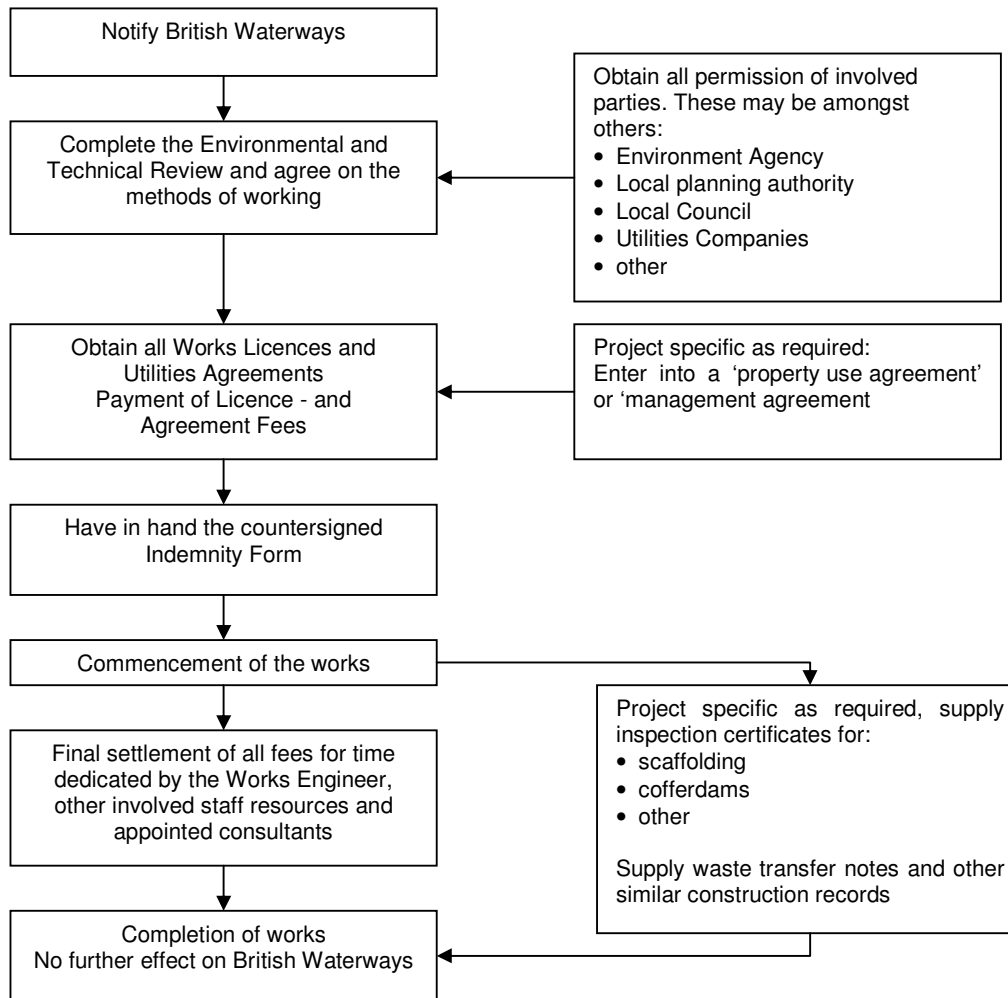
4.8 Approval to gain access vs. Works Licence to occupy property

- 4.8.1 Receipt of the countersigned Indemnity Form constitutes approval to gain access to or across British Waterways' property to undertake the works according to the agreed methods of working. Although leave may have been obtained it is a requirement that all Works Licences and Commercial Agreements, where these apply, be in place before the works can begin.

The *Environmental and Technical Review* is the process of reaching an agreement on the methods of working and obtaining approval to gain access to or across British Waterways' property. Licensing is the process of permitting the works on British Waterways' property.

- 4.8.2 A copy of the Indemnity Form must be maintained on site. A British Waterways representative may require proof of authorisation of the works. If the valid Indemnity Form cannot be produced on demand the works will be stopped (by any means available including an injunction) and all that relating to the works is required to be removed, or may be removed by British Waterways and all costs recovered from the Promoter.
- 4.8.3 A British Waterways representative may without notice present themselves at the works and should be granted access to inspect the works.
- 4.8.4 All permitted suspensions of public access to, passage along the towpath, Stoppages and restrictions are advertised on the British Waterways website.

Summary of the process to be completed before commencement of works



4.9 Contacting interested and involved parties

Within the fabric of the all the waterways numerous services made up of pipes and cables are installed in, or over, or along it. Great care must be taken to identify and locate these services before any work is undertaken. A thorough search of all relevant statutory undertakers' and service providers' records must be undertaken by the Promoter.

A full physical services survey of the proposed working area must also be undertaken prior to works commencing.

4.9.1 British Sky Broadcasting Telecommunication Services Ltd.

British Sky Broadcasting Telecommunication Services Ltd has an extensive network of fibre optic cables and other apparatus on British Waterway's Land. British Waterways will on behalf of the Promoter approach BSB Telecommunication Services Ltd. and issue a notification of the planned works by completing the form in *Section 4: Documents: Notification of Works* in the vicinity of the British Sky Broadcasting Telecommunication Services Ltd Network. **The form must only be completed by British Waterways' staff.**

4.9.2 Utilities companies

The Promoter is responsible for informing all affected utilities companies of the proposed works and to obtain their express agreement.

4.9.3 Highways Authorities

The Promoter is responsible for any necessary liaison with Highway Authorities in respect of footpath/bridleway closure or diversion.

4.9.4 Environment Agency

The Environment Agency may be involved in development adjacent to or close to a waterway, in particular:-

4.9.4.1 The Environment Agency is a statutory consultee under the 'Town and Country Planning Act' and local planning authorities must consult the Environment Agency on planning application proposals in certain circumstances. In some cases consultation will be on sites adjacent to or close to a waterway. Consultations of this nature are attended to by the 'Planning Liaison Team'.

4.9.4.2 In support of and in addition to planning consultations, the 'Development and Flood Risk Team' administer flood risk management regulation under the Water Resources Act 1991 works in, under or over a 'main river' and the proposed works require consent. In addition, regions of the Environment Agency have Byelaws. The most relevant byelaw is the need for consent to be gained for works within 16 m from the top of bank or foot of any tidal flood defence or 8 m measured from the top of bank or foot of any non tidal flood defence.

4.9.4.3 The need to obtain a specific consent relating to discharges, abstractions, impoundment and construction within or adjacent to a watercourse.

For further information please refer to the 'Living on the Edge' leaflet at the web address below:
<http://www.environment-agency.gov.uk/business/sectors/37095.aspx>

There is no correlation between navigability and designation of a watercourse as a 'main river' or 'ordinary watercourse'.

5 **PARTY WALL ROUTE**

Notice under the Party Wall etc. Act 1996 may be served on British Waterways addressed to the Works Engineer. For delivery addresses refer to *Section 4: Documents*, Appendix 3.

The Works Engineer will advise the Party Wall Surveyor representing British Waterways on the technical implications and requirements of the works in terms of the requirements of the *Section 2: Code of Practice*.

Engineering fees are recovered on agreement as either part of the Party Wall Agreement or invoiced separately.

5.1 **Guidance notes**

For further details please refer the Department of Communities and Local Government website for a copy of *The Party Wall etc. Act 1996* explanatory booklet.

www.communities.gov.uk/publications/planningandbuilding/partywall

5.2 **Contacting a Party Wall Surveyor**

To obtain assistance in appointing a party wall surveyor the following organisations may be approached as a first call:

Royal Institution of Chartered Surveyors

T: 0870 333 1600

W: www.rics.org

Pyramus & Thisbe

T: 028 4063 2082

W: www.partywalls.org.uk

6 UTILITIES, WORKS AND PERMANENT OVERSAIL LICENCES

6.1 Licence Agreements

A licence or agreement is entered into between British Waterways and the Promoter of the works. It sets out the association between the two parties, the conditions under which the works are undertaken and, in the applicable case, maintained and managed. It details the conditions of accessing the property of British Waterways. The licence is also a commercial arrangement.

6.2 Water abstraction licences.

All licences dealt with by Lesley Inwards:

Key Accounts Manager
Utilities Team, Watford, 64 Clarendon Road, Watford, Hertfordshire, WD17 1DA
T: 01923 201 364
F: 01923 201 235
M: 07801 049 844
E: Lesley.Inwards@britishwaterways.co.uk

6.2.1.1 Utilities licences - dealt with by the Utilities Team

- Abstraction of canal water for cooling, other uses such as testing pipelines, dust suppression, use in construction
- Discharge of abstracted canal water for cooling, surface water
- Discharge of surface runoff, and treated effluent to the canal
- Installing utilities parallel to – and crossing the waterway

Property Use Agreement - dealt with by the Estates Surveyor Permanent oversail of balconies, walkways, open windows and the like,

Management Agreements

- The installing, maintaining and removing of third party structures on British Waterways' property
- Undertaking regular works on British Waterways' property for maintenance, vegetation clearance, cleaning and other similar
- Temporary property use: scaffolding, hoarding, towpath closure, crane oversail, pontoon Licence, storage area and site compounds, and other.

Short term property use is for inspections and other similar and enabling works such as temporary towpath closure to erect a scaffold and other similar.

The distinction between a 'short term' and a 'temporary' is whether the works on British Waterways' property are an extension of the construction site. If so, then the nature of the work is temporary and may be for anything up to two years. 'Short term' is generally any length of time up to two consecutive days or a Friday and then the following Monday. Works of short term duration are not licensed.

Utilities companies with which British Waterways has entered into omnibus, or similar, agreements are not subject to licence fees.

British Waterways will normally recover all reasonable engineering time associated with the works. If the neighbouring property owner, utility company, local council and other bodies of state do not have a standing agreement, be this a Land Use Agreement, Utilities Licence or Management Agreement with British Waterways then the standard licence fees apply.

6.3 Storm water / surface water and all other discharges licence

- 6.3.1 Where a new (or modified) discharge is proposed, it will be reviewed to determine if the benefits to British Waterways outweigh the risks of acceptance. The Promoter provides initial information using the Notification Form (Section 4: Documents, Appendix 1) and the Outline Pollution Risk and Hydrological Assessment (Section 4: Documents, Appendix 4), assessing pre- and post-development runoff volumes and other hydrological aspects, pollution hazards, management controls and pollution risks. The proposal will then either be deemed unacceptable and rejected, or passed for a more in depth investigation at the Promoters expense.
- 6.3.2 If the proposal is rejected a final invoice will be submitted to the Promoter at this stage.
- 6.3.3 If passed for more investigation, British Waterways and the Promoter discuss commercial and contractual matters, and agree details of investigation required by the Promoter. The promoter decides whether or not to continue into the Detailed Impact Assessment stage at his or her own risk.
- 6.3.4 The Promoter carries out a Detailed Impact Assessment if Outline Impact Assessment defines the need (Section 4: Documents, Appendix 16 "*Producing an Outline and Detailed Impact Assessment*").
- 6.3.5 British Waterways review the Detailed Impact Assessment of the proposed discharge including any mitigation works.
- 6.3.6 British Waterways assesses if the benefits of accepting the discharge outweigh the risks.
- 6.3.7 British Waterways decides whether or not the proposal is to proceed further. This will be a three way decision with internal approval from the Waterway, the Utilities team, and the Water & Environment team all required to accept the proposal, and further discussion with the Promoter may be necessary.
- 6.3.8 The Promoter is informed that the proposal is either rejected, or advised he or she can continue with his applications to external bodies, and detailed designs.
- 6.3.9 A final invoice will be submitted if the application has been rejected, or an interim invoice if the Promoter is continuing with his or her proposal.
- 6.3.10 The Promoter provides evidence of application for an Environmental Permit from the Environment Agency or Scottish Environment Protection Agency.
- 6.3.11 British Waterways discusses with the Environment Agency or Scottish Environment Protection Agency the Environmental Permit conditions if consent is required.
- 6.3.12 The Promoter designs and submits his or her proposals for the temporary and permanent works required to install the discharge.

- 6.3.13 British Waterways decides if any of the new or modified structures will be taken over by British Waterways or remain the property of the promoter. This will normally be restricted to only water control structures such as weirs and sluices, located on British Waterways owned property.
- 6.3.14 British Waterways assesses the commuted sums required to take over any new or modified structures once built, and what initial maintenance period should be set before transfer from the Promoter.
- 6.3.15 If everything is still in order and if the benefits of accepting the discharge still outweigh the impacts, proceed to Contract.
- 6.3.16 The Promoter accepts the Contract terms, pays any initial sums required, together with the commuted sums for future asset maintenance.
- 6.3.17 Promoter is given consent to access the site and construct the works. The works shall be constructed to the satisfaction of the Works Engineer.
- 6.3.18 On completion of the works, but subject to any defects liability period, British Waterways takes over the ownership and maintenance of any new and modified structures specified previously.

6.4 Works Licences

- 6.4.1 All licences are prepared and administered by the relevant Estates Surveyor.
- 6.4.2 All licence fees are payable ahead of receipt of the Licence (up front). The Licence fee comprises of two parts, the fee to raise the licence and the weekly maintenance fee. A further fee is levied for extending the licence and is payable in the soonest possible time following the date of expiry of the previous licence.
- 6.4.3 The towpath is closed to separate the towpath users (the public) from the construction activities. Although the area closed off is considered an extension of the construction site, the works requiring towpath closure are short term and necessary to effect the larger works and are termed 'enabling works' and not subject to Estates Licence fees. For towpath closure of a public right of way the local council may recover fees separately. The specific requirements should be obtained from the council's 'right of way officer'.
- 6.4.4 A temporary mooring, if used to move cargo, is not Licenced as the making of a mooring is in-line with the normal activities of the operator, Licenced to work on the waterways under a separate commercial agreement. However if the barge is used as an extension of the construction site the activity is to be Licenced as a pontoon licence. If a long term mooring is created for moving cargo a commercial mooring licence is required.
- 6.4.5 When is which licence required?

A single licence is required each of the following:

- towpath closure (when not enabling works)
- scaffolding on the towpath
- hoarding line
- crane oversail
- scaffold oversail
- use of a pontoon, barge or similar as an extension of the site
- making storage and site compound areas.

When several licences are be required at the same worksite these may be bundled into a single works licence.

6.4.6 Towpath closure

The towpath may be closed for the purpose of extending the worksite or to separate towpath users from the work site. The entire width of the towpath over the length of the common property boundary with the construction site forms the work area. The canal is excluded from the work area. Access to the work area on the towpath is gained from the nearest point of normal access or from the construction site. The nearest access remains a shared access for the works and towpath users.

The towpath is closed at both the nearest points of access.

6.4.7 Scaffolding on the towpath

A scaffold is erected on the towpath. The scaffold footprint may take up the entire width of the towpath over the length of the common property boundary with the construction site. No part of the scaffold may oversail the canal. For scaffold oversail of the canal an oversail Licence is required.

If a chute, platform or other similar element is extended from the scaffold in order to remove building rubble from the construction site and place it on a barge than that element forms part of the scaffold. Similarly if a lifting device connected to the scaffold is used to move cargo from a barge onto the construction site, that lifting device forms part of the scaffold.

As a general rule scaffolds are not placed in the canal or in a basin.

A scaffold may take several forms:

- It may be a 'solid' structure that requires closure and diversion of the towpath
- Towpath diversion may be either along a route of municipal roads or a pontoon walkway
- It may be placed to one side of the towpath allowing passage past it
- It may be a tunnel structure placed over the width of the towpath to allow passage through it.

If it is required to access the towpath for the purpose of installing the scaffold then towpath closure is not deemed an enabling work and a towpath Licence is required.

6.4.8 Hoarding line

A hoarding line is any structure, typically a fence or solid hoarding of height such that it cannot be scaled and is for the purpose of separating the towpath users from the construction activities. A hoarding line placed on British Waterways' property has to be licensed. A hoarding line placed on the property boundary is not licensed.

If it is required to access the towpath for the purpose of installing the hoarding line then towpath closure is not deemed an enabling work and a towpath Licence is required.

There exists no access to the construction site from the towpath through the hoarding unless expressly agreed.

6.4.9 Crane oversail

Crane oversail, typically tower cranes, is the moving of a crane boom over the waterway. Mobile cranes, jibs, davits, hoists and the like are not considered cranes.

6.4.10 Scaffold oversail

A scaffold that is not footed on British Waterways' property but has a footprint that extends over the towpath and canal or both.

Examples

- Scaffold to a building face
- Demolition scaffolds
- Scaffold to the underside and sides of a road, rail and pedestrian bridges
- Scaffold surrounding an overhead utilities crossing
- Pontoon, barge or similar as an extension of the site

A craft that is used as an extension of the construction site requires a pontoon Licence. Transport barges and workboats that are used in the construction activities for their intended purpose are not subject to a pontoon Licence.

Examples

- Moored barge for housing site offices, welfare facilities, for storage, to collect and store building rubble, other similar
- A pontoon working platform
- A pontoon to make a footing for a scaffold
- Pontoon walkways
- Other similar floating structures

6.4.11 Site compound Licences

The establishment and maintaining of temporary structures on an area of British Waterways' property for the purpose of making a contained construction site compound for the housing of offices, welfare facilities, workshops, material storage, vehicle parking and moving areas and other related activities.

7 FEES

7.1 Application Fee

- 7.1.1 The Application Fee can be paid by any of the means listed further below. **The Application Fee is for the sum of £380+VAT.** The Application Fees quoted is subject to change and should be confirmed with the Works Engineer.
- 7.1.2 Proof of payment should be submitted to the Works Engineer responsible for the waterway on which the works are proposed to be undertaken. See *Section 4: Documents Appendix 3* for the relevant contact details.
- 7.1.3 It may happen that a project is not taken through to completion by the Promoter. If the project is abandoned at some stage and then restarted after some time the Application Fee, being a once-off fee, is not levied again even if the value of the Application Fee may have changed.
- 7.1.4 BY POST: Detach the payment slip from the invoice and enclose it with a cheque. Cheques are made payable to "British Waterways" with your customer number on the back. Send your payment to:
- Cashiers, British Waterways, Shared Services Centre, Fearn's Wharf, Neptune Street, Leeds, LS9 8PB
- 7.1.5 BY CREDIT CARD: Payment by Credit Card can be made at any British Waterways office, or by telephoning BW cashiers on 0113 200 5728. Please quote your invoice number and customer number when making a payment.
- 7.1.6 BY CASH: Payment by cash can be made at any British Waterways office where a receipt for payment can be issued. Please do not send cash through the post.
- 7.1.7 BY ELECTRONIC BANKING: For electronic payments contact your bank or building society as appropriate, and quote:
- Sort Code 60-00-01
Account No. 36133310
Customer Number
- 7.1.8 Your customer number can be found on the upper left corner of your invoice, and must be quoted on all electronic payments. The customer number can also be obtained from the responsible Works Engineer.
- 7.1.9 For change of address and contact details, or for any queries in respect of payment of an invoice please contact the BW cashiers. Please quote your customer number in all enquiries. For queries on the invoice fee and breakdown contact the responsible Works Engineer.
- 7.1.10 LATE PAYMENT: Where no higher rate of interest is specified in any contract between you and British Waterways, it may charge interest at a rate of 8% above the Bank of England base rate on overdue amounts. British Waterways reserves the right to claim debt recovery costs. If the payment is not honoured by your bank, it may apply a handing charge of £20.00+VAT.

7.2 Disbursement for time

7.2.1 Time is dedicated to the *Environmental and Technical Review* of the proposed works. The cost of all time dedicated to the project by the Works Engineer and by British Waterways' staff and consultants in support of the Works Engineer is recovered whether this be at the project feasibility stage (may be an enquiry to British Waterways), tender stage, preliminary stage through all project stages to completion of the works and any matters arising post project completion.

7.3 Recoverable engineering time includes the following:

- All time dedicated to the *Environmental and Technical Review* of the method statement and supporting documentation
- Attending to correspondence, phone calls, letters, e-mails and all other similar
- British Waterways' administrative functions related to the project; amongst other, project research, internal review meetings, monthly reports, invoicing, interdepartmental liaison and other similar
- Site visits including travel time to and from the office. Travel delays are included in the travel time
- Consultancy fees for consultants to British Waterways are recoverable
- It may happen that a project is not taken through to completion by the Promoter. The project is abandoned at some stage and then restarted after some time. In this case the Promoter should simply approach the Works Engineer with a request to restart the project from where it was left off. Another Works Engineer may be assigned to the project. The time taken in researching the project is however recovered.

7.3.1 On invoicing a detailed account of the time spent on the project is provided. British Waterways reserves the right to invoice upon a monthly basis where accrued costs exceed £500.

7.4 Environmental and Technical Review fees

The fees quoted below are subject to change and amendments are published in the current edition of the *Section 2: Code of Practice*.

British Waterways will invoice as per the following scales. However, should consultancy, specialist or complex operational services be needed, such services will be charged at cost (without mark-up).

Operational & Administrative	£55.00 per hour	With London Weighting	£65.00 per hour
Technical & Supervisory	£95.00 per hour		£114.00 per hour
Professional & Management	£120.00 per hour		£138.00 per hour
Senior Management	£175.00 per hour		£190.00 per hour

7.5 Cost Undertaking

7.5.1 A Cost Undertaking guarantees that British Waterways will receive payment for time dedicated to the project. The value of the cost undertaking is also a cap on time that can be spent on the *Environmental and Technical Review*. In order to prepare the initial cost undertaking allow for 15 hours of engineering time. The value of the initial Cost Undertaking is specified for the hourly rate

for Professional & Management time including London weighting although the location of the works may not fall within the greater London waterways.

Note: The cost undertaking is for a sum exclusive of VAT.

- 7.5.2 Should the 15 hours of engineering time not be sufficient to complete the *Environmental and Technical Review* the Works Engineer will inform the Promoter or the Promoter's Representative of the additional time required. A new Cost Undertaking should be provided to cover the additionally required time. No work is done on the project unless a guarantee of payment of fees is in place.
- 7.5.3 Should less than 15 hours, as per the initial cost undertaking, be spent for completing the *Environmental and Technical Review* only the actual time spent is invoiced.

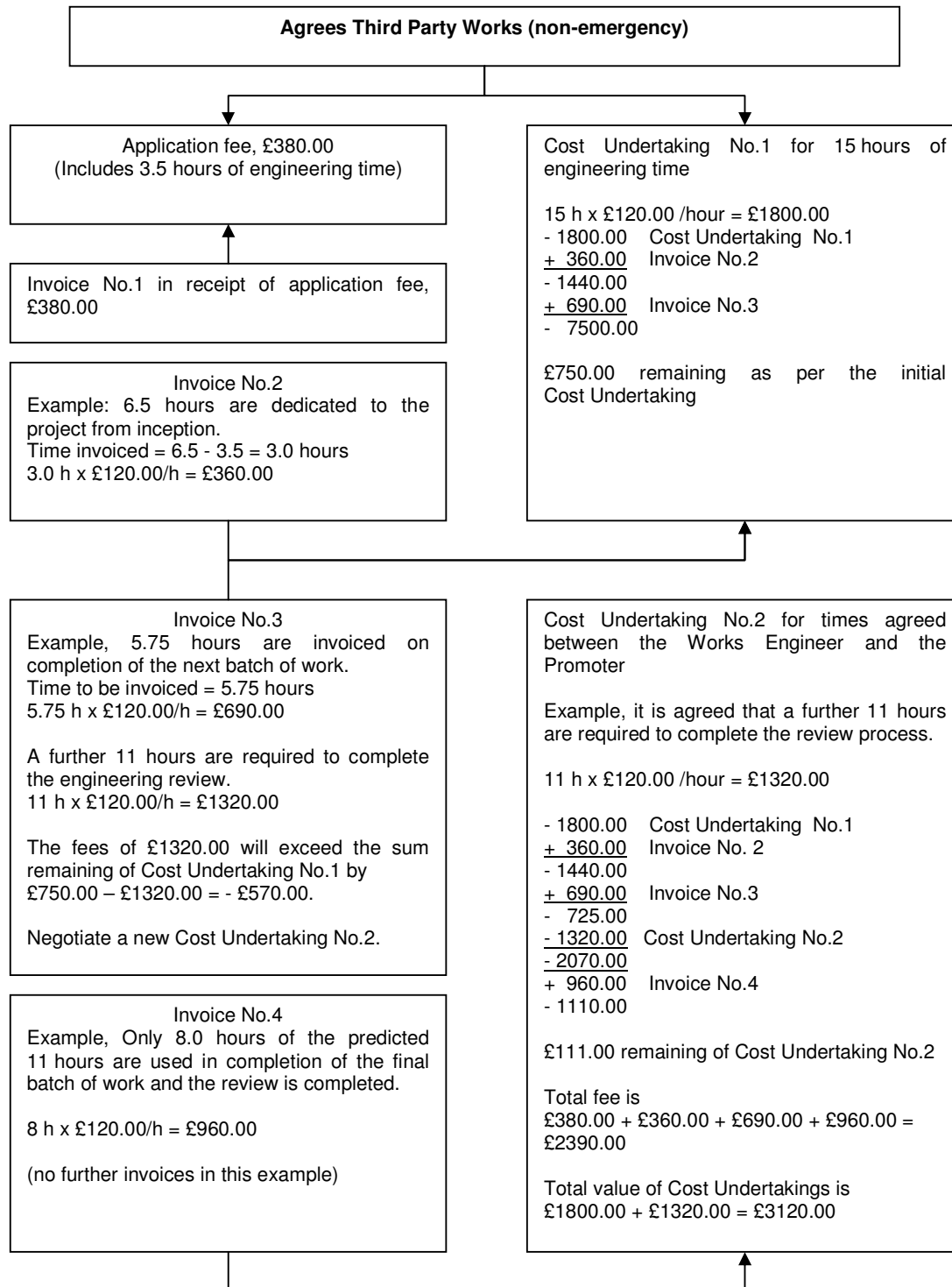
7.6 Schedule of Costs

- 7.6.1 These rates are reviewed annually. British Waterways' costs arising from the Works proposals pre, post and during works, will be invoiced upon the following scales. However, should consultancy, specialist or complex operational services be needed, such services will be charged at cost.
- 7.6.2 British Waterways' Disbursements: Travelling, subsistence and other out-of-pocket expenses will be recharged at cost. Car mileage will be at 55p per mile.
- 7.6.3 Consultants' Costs: If it is reasonably necessary for British Waterways to retain consultant specialist advice, such services will be recharged to the Promoter at cost. The Promoter will be advised of such requirements by British Waterways in advance.
- 7.6.4 Abortive costs: British Waterways may, in some instances, incur costs in considering proposals which prove abortive. British Waterways' costs will still be invoiced as above.
- 7.6.5 Navigation Notices: For providing, issuing or amending a Restriction to Navigation or Stoppage Notice - £300.00 minimum.
- 7.6.6 Stoppage Charge: As below, unless otherwise defined in the Contract, correspondence, or separate Agreement
- 7.6.7 Third Party Costs: Any costs to third parties, be they customers of British Waterways or otherwise, which result from the works.
- 7.6.8 Loss of Water: For each megalitre of water, or part thereof, which in the estimation of the Works Engineer has been run to waste as a result of the Works (a figure determined to suit local circumstances) e.g. water obtained by pumping is more expensive than that from reservoirs plus any loss of fishing revenue and cost of fish rescue and dewatering, if applicable.
- 7.6.9 Works carried out by British Waterways: If, as a prerequisite or consequence of the Promoter's Works, British Waterways agrees to undertake any additional accommodation works, the cost of such will be fully recoverable.
- 7.6.10 A charge equal to the reasonable cost of British Waterways of any labour, plant and material consumed in dewatering and refilling any section of Waterway to accommodate the Works.
- 7.6.11 The Promoter is responsible for all charges levied by Highway Authorities in respect of footpath/bridleway closure or diversion, also any costs which British Waterways may incur in respect of towpath, property and property access modifications required by the Works.
- 7.6.12 British Waterways may also make a charge for the following works affecting BW or its customers

- Scaffolding
- Temporary fencing
- Oversailing
- Wharfage
- Towing Path closures
- Other obstructions to the towpath or waterway

8 THIRD PARTY WORKS: FLOW OF MONIES

Below features an example of the flow of monies for time dedicated to a project. Amounts in this example do not include VAT. The fee used is for Professional & Management time with London weighting.



9 PUBLIC NOTIFICATIONS

9.1 Towpath Closure

- 9.1.1 The towpath may be closed on the assessment and confirmation with the Works Engineer as part of the enabling works for undertaking construction works on the waterway. These closures are of short duration. The towpath is normally maintained open and closed only when necessary to separate the public from the works and for a limited time.
- 9.1.2 A typical example of towpath closure is for erecting and dismantling a scaffold alongside or on the towpath.
- 9.1.3 The public is informed and maintained informed of the works by displaying notices at suitable locations. Boaters are informed of the works via the British Waterways' web site (www.waterscape.com). The process and requirements for public notification are set out *Section 4: Documents, Appendix 7*.