

## 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 **London Basement of Unit 4, Victory Business Centre, Fleming Way, Isleworth TW7 6DB** our employees, servants and agents, entry onto or affecting the property of The Canal & River Trust ('the Trust') on the **28 February 2018** and expiring on the **30 June 2019** located at **31 St Marks Crescent, London, NW1 7TT** ("the Works") for the purposes of: **Works Required for the Removal of Excavated Soil from the Site by Canal Barge Utilising a Conveyor Supported System at the Rear of the Property.**

**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 devise 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 are 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 5<sup>th</sup> day of JUNE 2018

Signature: 

Print name: S.K. PIDDY

On behalf of:

LONDON BASEMENT	1
DATE: <u>6/6/18</u>	
	SIGNATURE

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

## FORM 2: COST UNDERTAKING

Canal & River Trust, Fradley Junction, Alrewas, Burton-upon-Trent, Staffs, DE13 7DN

Dear Sirs,

**Basement Works at 31 St Marks Crescent NW1 7TT**

### COSTS UNDERTAKING

[London Basement is proposing to carry out repairs to the canal wall and remove construction spoil affecting the interests of the Trust at London Basement. 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 **Basement Works at 31 St Marks Crescent NW1 7TT** 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 n/a

4. If by [TBC 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..... C&RT Customer Number 8192469.....

Billing name and address.....**31 St Marks Crescent NW1 7TT** .....

Company Registration number.....n/a.....

VAT Registration number.....N/A..... (if applicable)

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

Yours sincerely





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

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Dated this

Signature:

Print name

On behalf of

