



Parties Name & Address

The Council of the City of Manchester
Town Hall
Manchester M60 2LA
M60 2LA

Date: August 2024

Dear Sir/Madam

We the Canal & River Trust, acting as trustee of the Waterways Infrastructure Trust (registered charity number 1146792-2) **in this letter** referred to as the "Us" (and which expression includes our successors in title) **have agreed with you** (the party named in Schedule 1 and referred to in this letter as "You" **to grant** (so far as We can lawfully do so) **a licence for You to discharge clean Surface Water only from Your land** described in Schedule 2 ("Your Property") **into the waterway** described in Schedule 3 ("the Waterway") **by means of the works** detailed in Schedule 4 ("the Works") **on the standard terms and conditions set out in Schedule 9 except where We and You have agreed to vary them by any special terms set out in Schedule 7.**

In allowing you to discharge clean Surface Water You shall pay to Us the fee ("the Fee") referred to in Schedule 6 at the times set out in that Schedule.

By signing this letter you agree to be bound by the terms of it.

SCHEDULE 1

Your Name: The Council of the City of Manchester
Address: Town Hall, Manchester, M60 2LA

SCHEDULE 2:

Your

Property

New pedestrian footbridge at Ancoats, erected above the Ashton Canal Manchester and for the purpose of identification only edged red on the attached plan.

SCHEDULE 3:

The Waterway:

The Ashon Canal

SCHEDULE 4:

The Works:

Surface Water outfall[s] draining from an area of approximately 397 sq. m shown outlined and coloured in red on the attached Drawings Plan from a pipe 100 mm marked as **X** on the attached Drawings Plan in diameter with a **"Discharge Rate"** of 1.34 litres per second

SCHEDULE 5

The Period:

means the period commencing August 2024
(Commencement Date) and ending on the date on which the terms of this Letter are brought to an end

SCHEDULE 6:

The Fee:

One peppercorn per annum if demanded

SCHEDULE 7

Special Terms
& Conditions

Licence supplemental to Lease dated 19th March 2024 Canal and River Trust to The Council of the City of Manchester granting rights for the Ashton Canal Footbridge, Ancoats

West Midlands

Canal & River Trust Fradley Junction Alrewas Burton-upon-Trent
Staffordshire DE13 7DN
T 0303 040 4040 E canalrivertrust.org.uk/contact-us

canalrivertrust.org.uk

SCHEDULE 8

For the purpose of this Letter we need to define certain words and they are as set below

"Environmental Permitting Regulations means the Environmental Permitting (England and Wales) Regulations 2016 as amended from time to time and such similar regulation(s) that replace the same

"Surface Water" as defined in Article 2 of the Water Framework Directive 2000/60/EC

"Our Engineer" means the Canal & River Trust's Works Engineer also based at the head office above or such other engineer as We may from time to time designate in writing

"the Drawings" means the drawings, specifications and programme and method of work attached to this Licence

References to We, Us, You, Your and Our shall be construed accordingly If You are more than one person the obligations may be enforced against all of You jointly or against each of You individually and words importing the singular include the plural and vice versa and words importing one gender include all other genders Any obligation on Your part not to do any act or thing includes an obligation not to permit, suffer or allow the doing of that act or thing

SCHEDULE 9: Our Standard Terms and Conditions

1. You agree with Us that you shall Pay:

a Us any costs in connection with every application made by You for consent required under this Letter (whether that consent is granted or refused) and/or for remedying any breach by You of any terms set out below,

b. Us in advance on the Commencement Date and on each anniversary of the Commencement Date during the Period the Fee,

c VAT (or any tax of a similar nature) and indemnify Us against any VAT on the Fee or any other sums payable to Us under the terms of this Letter,

d all existing and future rates, taxes, charges, duties, impositions, assessments and outgoings whatsoever for the time being payable either by Us or You in respect of the Works or this Letter other than any taxes charged to Us in respect of receipt of the Fee or any dealing with its interest in the Waterway,

e. interest on the Fee or any other sum due to Us under this Letter on the due date for payment at a rate equal to 4% per annum above the base lending rate from time to time of National Westminster Bank PLC for the period from and including the due date for payment to and including the date of actual payment,

f. Us within fourteen days of written demand the reasonable cost (certified by Our Engineer as having been properly incurred) of samples of water discharged into the Waterway by means of the Works and of any analysis of any sample so obtained and taken away which We may reasonably deem to be required

2. You agree with Us that You shall

a. construct, install, use, maintain, repair, remove, alter, renew or replace the Works at Your own risk and notwithstanding any supervision given or approval expressed by Us no claim or demand shall be made against Us by You in respect of or in any way arising out of damage or injury to or loss of the Works or any works connected with them however caused (except in so far as caused by the negligent act or default of Us or Our employees or agents)

b. be responsible for obtaining any consents required from any third party and/or the Environment Agency (or other statutory successor) required in connection with this Letter

c. comply with

i. the Canal & River Trust's current "Code of Practice for Works affecting the Canal & River Trust" (including any relevant Special Requirements supplemental to the Code and any relevant appendices from time to time in force) ("Code"); and

ii. the Environmental Permitting Regulations and all statutory instruments, orders and guidance raised pursuant to them in respect of the Works and the rights granted to You

d. maintain the Works in good and substantial repair and condition and in a safe condition at all times to the satisfaction of Our Engineer

e. not do or omit to do anything that would cause any hazardous materials or waste to escape, leak, be spilled or be deposited in the Waterway and shall use the Works only for the drainage of clean Surface Water from Your Property and shall not permit any oil, silt, foul, deleterious, discolouring, objectionable or waste matter to pass into the Waterway through the Works

f observe and comply with the provisions of the Water Resources Act 1991 and the Environmental Permitting Regulations and any statutory amendment or modification of it and any legislation that replaces it and all other statutes, bye-laws, regulations, conditions of any consent or permit, requirements or formal guidance of any competent authority

g. notify Us and the Environment Agency as soon as reasonably practicable of any occurrence of a poisonous, noxious or polluting discoloured or solid matter passing into the Waterway through the Works and take such action as appropriate in the circumstances to clean with the Waterway in accordance with Our reasonable requirements or of any competent authority

h. ensure that the discharge from the Works does not exceed a velocity of 0.3 metres per second measured at 90 degrees to the direction of the Waterway and shall not exceed the Discharge Rate

i. notify Us immediately of any breach of paragraph 2e or 2f of this schedule or any complaints from any person or notice or proceedings against You relating to any matter affecting or likely to affect the Waterway and provide copies of any correspondence, notices, proceedings or other documents relating to them and take such action at its own expense as shall be appropriate in the circumstances to clean up the Waterway and restore it to its condition prior to the breach of paragraph 2e or 2f of this schedule in accordance with Our requirements and any competent authority

j. at Your own expense under the supervision and to the satisfaction of Our Engineer as often as occasion shall require make good any damage to the Waterway or to any other property You may own caused by the construction, installation, maintenance, repair, alteration, removal, renewal or use of the Works or otherwise attributable to the existence of the Works

- k. not do anything which may cause any obstruction to or interference with or endangerment to the use of the Waterway or the towing path or banks or any delay to traffic on or to the users of the Waterway or any loss or obstruction to the flow of the water in the Waterway or any injury or damage to the use of the tow path or bank of the Waterway or any other property belonging to Us
- l. not make any alterations whatever in the position or structure or otherwise of the Works or any part of them or any addition to or connection to the Works
- m. not allow a third party to use the Works and the terms contained in this Letter are personal to You and are not be capable of being assigned to a third party
- n. indemnify Us from and against all liability for injury to or the death of any person or loss of or damage to property (including but not limited to damage to the environment or the Waterway or any breach of environmental law) and any other loss damage costs and expenses however caused or incurred (except in so far as caused by the negligent act or default of Us or Our employees or agents) which would not have arisen but for the exercise or purported exercise of the rights granted in this Letter or the execution or existence of the Works or the breach by You of the terms of this Letter
- o. maintain insurance cover for third party liability in the sum of £2 million with a reputable insurer and produce to Us on request a copy of the insurance policy and evidence of payment of all premiums due under such policy
- p. satisfy all claims by any person affected by the Works or this Letter and to indemnify Us from and against any claims by any such person
- q. on determination of this Letter remove or stop up the Works (if required to do so by Us) and reinstate Our property affected by the Works or their removal to the reasonable satisfaction of Our Engineer and if You default in doing so within fourteen days of determination to permit Us to do so and to pay to Us on demand all costs incurred by Us (including but not limited to legal, engineers and estate management costs) in removing the Works and reinstating Our property
- 3. **It is agreed by You and Us** that the rights under this Letter may be suspended or brought to an end but without prejudice to the rights and remedies of Us under this Letter.

a

- i. if You have not paid any part of the Fee or VAT in respect of it which was due to have been paid, or
or
- ii. there is a subsisting breach of any of Your obligations contained in this Letter
- b. if You fail to comply with Your obligations under this Letter,
- c. If the Fee shall remain unpaid for twenty eight days after the date on which it becomes due (whether formally demanded or not) or if there shall be any other breach of any of Your obligations contained in this Letter We may give You written notice requiring the payment of arrears and/or remedying of such breach or breaches (if capable of remedy) within such period as may be stipulated by Us in the notice and if You fail to comply with any such notice or if the breach is not capable of being remedied or if You becomes insolvent or subject to insolvency proceedings then We may determine this Letter by giving You not less than twenty eight days written notice to that effect and upon expiry of the notice this Letter shall be determined,

4 **Our protections**

- a. If and so often as We shall for the purpose of Our undertaking or development or carrying out works of construction (whether or not by Us) reasonably require the position of the Works or any part of them to be altered You shall at Your own expense under the supervision and to the reasonable satisfaction of Our Engineer remove or alter the Works or such part of them as may be affected and replace or reconstruct the same in such other manner as We shall reasonably require and the provisions of this Letter shall then apply to the Works as replaced or altered
- b. That in case of default by You in respect of any of the provisions of this Letter We may give written notice of such default to You and if You shall not have rectified such default (where it is capable of being remedied) within such period as may reasonably be stipulated by Us in the notice We shall be entitled (but not obliged) to carry out itself any of the works required to be carried out by You in compliance with such notice and to make good any damage caused to Our property by so doing and also to carry out any works which in the reasonable opinion of Our Engineer are necessary to remediate, safeguard or secure the property belonging to Us and the unrestricted use of the Waterway and any other property affected against any damage or interference caused or apprehended by reason of any such default on the part of the Licensee and to clean up and restore the Waterway (as referred to in paragraphs 2g and 2j) and in any such case You shall pay to Us within fourteen days of written demand the reasonable cost (certified by Our Engineer as having been properly incurred) of all works so carried out by Us
- c. In the exercise of Our statutory functions We shall be fully entitled to exercise all Our rights and powers and to carry out its duties and obligations under all public and private statutes, byelaws, orders, directives and regulations
- d. Any notice decision direction approval authority permission or consent to be given by Us under this Letter shall be valid if signed by a duly authorised signatory on behalf of CRT
- e. There are not included in the rights granted by this Letter
 - i. any right of fishing or mooring in the Waterway or taking water from it
 - ii. any easement or right of light, air or other easement or right which would restrict or interfere with the free use of Our property or any person deriving title under them for building or any other purpose (whether intended to be retained or to be sold by them)
 - iii. any other easement, right or liberty or facility which is not expressly mentioned in this Letter
- f. Nothing contained in this Letter shall
 - i. be deemed to give to You a right of lateral or subjacent support for the Works or render Us liable for any damage to the Works caused by any loss of support,
 - ii. prejudice or affect any provision for the protection of Us contained in any statute or other legislation or any orders or bye-laws made under them
 - iii. deemed either to be a breach or derogation for Us to carry on Our undertaking and exercise Our statutory powers or for the water from the Waterway to damage the Works

- g. You give Us permission to enter and remain upon Your Property on giving reasonable notice (except in case of emergency when no notice shall be given) to ascertain whether You have complied with the provisions of this Letter and carry out any works which We are permitted to carry out under this Letter
- h. No failure or delay by Us to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy
- i. This Letter contains all the terms which We and You have agreed in relation to the subject matter of this Letter and supersedes any prior written or oral agreements, representations or understandings between the parties
- j. We and You do not intend that any of the terms of this Letter will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- k. Notwithstanding any other provisions of this Letter You acknowledges that under this Letter
- i. Your recourse to Us with respect to any liabilities of it under this Letter shall be limited to the net asset value of the Waterways Infrastructure Trust from time to time and that it will have no recourse to the assets of Us, and
- ii. no recourse shall be had against Us as owner of assets in their personal capacities or in their capacities as trustee or depository of other funds or any of their officers or employees or their respective successors or assigns for the payment of any amount howsoever arising
5. **Any notice in writing** that is to be given to You under this Letter shall be deemed to have been validly served on You if sent by registered post or recorded delivery to You at its registered office or to Your last known home or place of business in the United Kingdom and any notice to be given to us under this Letter shall be deemed to have been validly served if sent by registered post or recorded delivery to Us addressed to the Canal & River Trust's Head of Utilities or to such other person and/or at other address for service as We may from time to time notify in writing to You

Site plan showing demise (Impermeable area) and outlet (pipe size)

We agree to and shall be bound by the terms set out in this letter



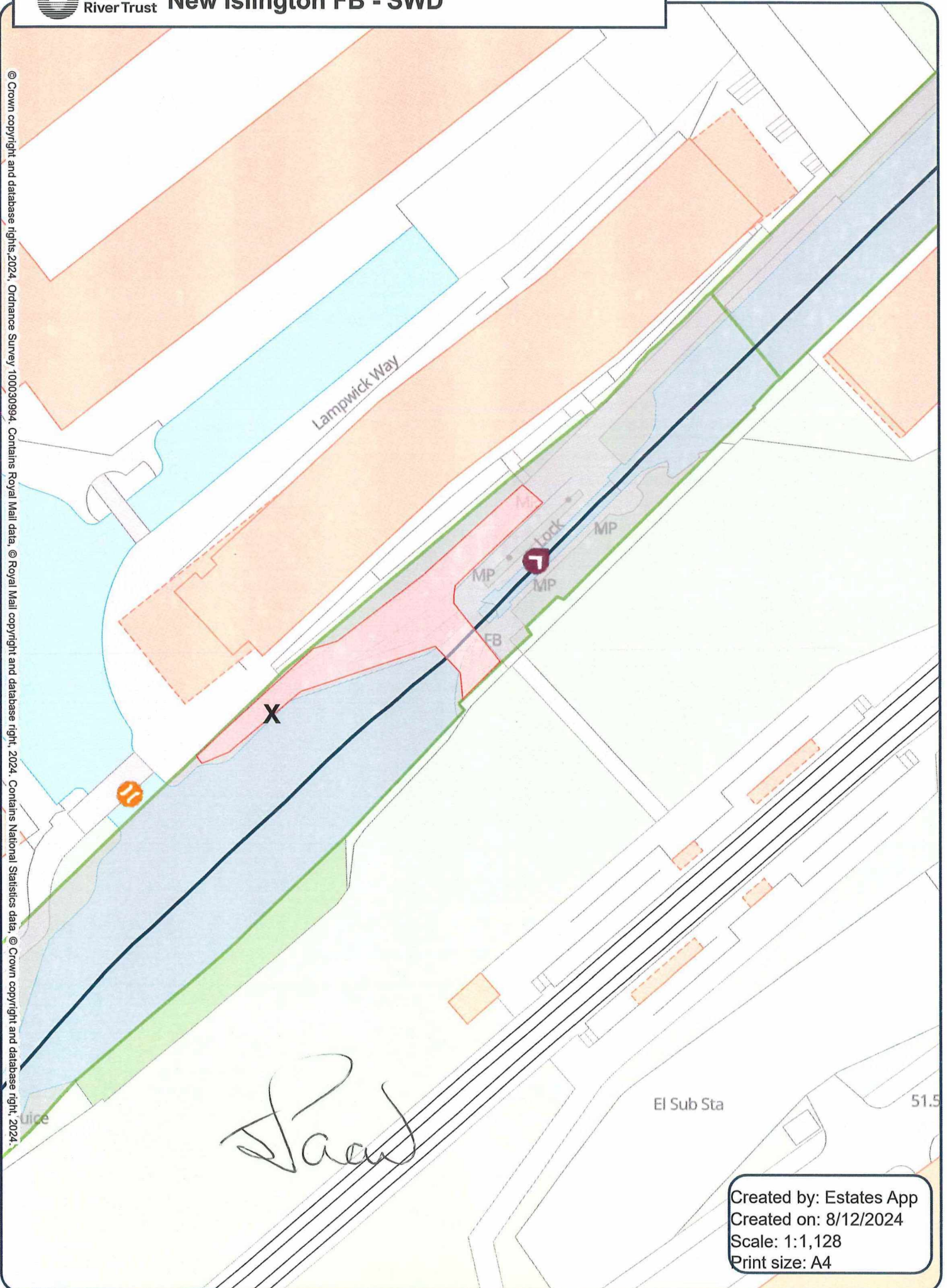
Signed
[JON PARAMOR
AUTHORISED SIGNATORY FOR THE COUNCIL
OF THE CITY OF MANCHESTER
]



Canal &
River Trust

New Islington FB - SWD

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