The Coal Authority

PERMIT TERMS AND CONDITIONS

https://www.gov.uk/government/publications/coal-mining-permit-terms-and-conditions-application-form

Client: This is the proposed Permit Holder. The person who must accept these terms and conditions in order to obtain a Permit.

Agent: The Client can appoint an agent to act on its behalf to complete and submit the Permit application. The Agent is authorised to represent the Client in discussions with the Coal Authority, and enter into and / or create binding obligations with the Coal Authority.

Designer: Means the person defined as such under the Construction (Design and Management) Regulations 2015, as updated from time to time

Contractor: Means the person defined as such under the Construction (Design and Management) Regulations 2015, as updated from time to time

1. a) Subject to clause 1(b) the Client shall, for a period of 12 years from the effective date (as defined on the Permit Certificate), indemnify the Coal Authority ("the Authority") in full for all costs claims losses damages expenses and charges (including without limitation claims made pursuant to the Coal Mining Subsidence Act 1991 by any party) which arise from or are in connection with the: (i) negligence;

(ii) breach or default;

(iii) wrongful act or wrongful omission; or

(iv) works carried out on the site or presence on the site of (in each of the cases described in (i) to (iv)) inclusive of either the Client, Client's Agent its Designers, its employees or officers and and/or its Contractors. Reference to works in this clause shall include all works carried out on the site affecting the Authority's property. In addition to works authorised by the Permit, works shall also include any and all works including those which go beyond the scope of works permitted in the Permit Certificate (i.e. unauthorised works, whether foreseen or otherwise) and works which would otherwise have been required to have been authorised by the Authority.

1. b) The indemnity set out at clause 1(a) shall apply only to the extent that the:

   (i) Authority has used its reasonable endeavours to mitigate the losses claimed; and

   (ii) overall liability of the Client does not exceed £10,000,000 (ten million pounds) in aggregate.

2. It is the sole responsibility of the Client to appoint a Designer (if required) for the works and comply with all relevant legal and regulatory requirements (including, but not limited to, safety) for the works. In issuing a Permit Certificate (or otherwise authorising works), the Authority is not providing any confirmation or approval of the design of the works, and will have no liability for the design and/or safety of the works. All responsibility for suitable and sufficient design and risk assessment ultimately rests with the Client.

3. In accepting these Terms and Conditions, the Client confirms that its Agent (see Agent Details box at Condition 24 below) is authorised to complete and submit the Permit application form on the Client's behalf, liaise with any other parties, make decisions on its behalf and represent it in all discussions with the Authority and enter into and/or create binding obligations on its behalf with the Authority.

4. It is a material condition of a Permit Certificate being issued that the Client or the Clients Agent completing the application form confirms the details of all contractors to be engaged in works at the site. This information must be provided in the Permit application form. No contractor is to be permitted access to the Authority's property without the prior approval of the Authority. Unless the Client is representing themselves in discussions with the Authority, they must confirm to the Authority using Condition 24 below, which party (if any) is authorised to act as its Agent with regard to permitting matters with the Authority. A Permit Certificate will not be issued until all of this information is provided to the Authority. If additional contractors are engaged during the course of the works, or the authorised agent is changed, the Client must advise the Authority of any such changes within 5 working days. Until the Authority is notified by the Client to the contrary, the Authority will continue to deal with an Agent as an agent authorised to act on behalf of the Client.

   The Client will be considered in breach of these terms and conditions if:

   (i) the Client, their Agent or Contractors are in breach of conditions referred to on a Coal Authority Permit Certificate issued to them or in writing thereafter by a Permitting Manager;

   (ii) the Client, their Agent or Contractors employ a method of working not declared in writing by the Authority or on a valid Permit Variation Certificate; and/or

   (iii) the Client, their Agent or Contractors undertake any works on Authority property that is not within the latest permit boundary plan issued to them by the Authority or on features that are not within the scope of the Permit Certificate.

5. Any permission granted will cease at any point that the Client no longer has control over the site or works being undertaken. The Terms and Conditions will continue to apply to all works carried out at the site by the Client, its Designers and/or Contractors. This includes but is not limited to, the full provisions in Condition 1 (Indemnity) and Condition 6 (Insurance) which will continue to apply in respect of the works carried out.

6. It is a material condition of a Permit Certificate being issued that the Client has reliance on sufficient insurance to cover the works carried out under the Permit Certificate such insurance must be maintained for the period of 12 years from the effective date (as defined in the Permit Certificate). Failure to obtain (or maintain) adequate insurance will not affect the liability of the Client under any of the conditions in these Terms and Conditions (including but not limited to Condition 1 above). The Authority may request evidence at any time that sufficient insurance cover is in place at any time during the period of these terms and conditions. If the Authority requests evidence and this is not supplied this will be a material breach of these Terms and Conditions.

7. If at any time the Authority considers the Client, the Client's Agent Designers or Contractors to be in substantial breach of any of the obligations or conditions of these Terms and Conditions or the application form, the Authority may terminate the Permit (or authorisation for works) by written notice. Where such a Permit Termination Notification is served, all activities interfering with the Authority's interest must cease with immediate effect. In the event that the Permit (or authorisation) is terminated, the Client will be required to reimburse the Authority for all costs reasonably incurred by the Authority in making works at the site which affect the Authority's property safe and, if deemed required by the Authority, returning the same to the pre-works condition.

   These Terms and Conditions will continue to apply to all works carried out at the site by the Client, its Designers and/or Contractors up to the date of termination of the Permit (or authorisation) for the works. This includes, but is not limited to, the full provisions in Condition 1 (Indemnity) above which will apply in respect of the works. Where such breaches of these Terms and Conditions or the application form do not, in the opinion of the Authority (acting reasonably), jeopardise public safety, the Client may be given reasonable opportunity (as determined by the Authority) to remedy any such breach prior to the Permit (or authorisation) being terminated. In that event, a Permit Suspension Notification form will be issued to the Client. Where such a notification is served, no further works can be carried out until the Client is notified by the Authority. These Terms and Conditions will continue to apply for the whole period whilst the Permit is suspended.

8. The Permit Holder must notify the Authority as soon as reasonably practicable, using the 24 hour Emergency Service on 0800 288 4242, when there is evidence of spontaneous combustion of coal, uncontrolled/ harmful emissions of mine gas or water or other mining related hazards, has occurred during the course of the permitted activities.

9. In the event that the Client identifies that any additional works are required beyond the scope of the Permit granted by the Authority, the Client must obtain further permission from the Authority to cover all such works (to enter, disturb or change coal mines or coal owned by the Authority) to be carried out. This permission must be sought before the additional works are carried out. This obligation applies to all additional works beyond the scope of the Permit, with the exception of emergency works required to mitigate against an immediate threat to life or the environment. In that event, the Authority must be notified of the works as soon as reasonably practicable. The Client must also obtain further authorisation from the Authority to change the method for carrying out authorised works or to extend the period for the works beyond the 12 month term authorised in the Permit Certificate. The Authority will review the application and, if approved, will issue a Permit Variation Certificate for the additional works and/or alteration to the method for the works. In no circumstances may the Client, the Client's Agent or its Designers, and/or Contractors, carry out any works until such time as a Permit Variation Certificate has been issued by the Authority, authorising the works. In the event that unauthorised works are carried out before a Permit Variation Certificate is issued (including emergency works), the provisions of any of the conditions in these Terms and Conditions (including but not limited Condition 1 (Indemnity) above shall nonetheless apply. The Client will be liable under the indemnity provisions for all works relating to Authority property that have been carried out.

10. Unless otherwise agreed a Permit shall be valid for 12 months from the effective date, as defined on the Permit Certificate.

11. All costs incurred in compliance of the terms of this Permit shall be borne by the Client.

12. The Client shall provide all facilities, reasonably necessary, to allow the Authority to inspect the site and carry out its statutory duties, powers and obligations. Persons carrying out the work must be in possession of the Permit Certificate and accompanying plan at the time of the works and this should be available to view during a site visit by the Authority or Health and Safety Executive.

13. Unless otherwise agreed, a report or reports commissioned detailing the works undertaken, including any interpretations and recommendations together with the Authority's Permit Closure Summary Form, must be submitted by the Client before the permit expiry date (usually 12 months), in order that the Authority's records can be updated. The Client must also provide to the Authority copies of all reports relative to all investigative and treatment works carried out. The Authority will place reliance upon any statement made or information contained within the Authority's Permit Closure Summary Form, completion report(s), and any other information submitted with the form, for the purposes updating and maintaining its records and discharging its statutory obligations.

14. In accepting the closure information and closing the permit file, the Authority does not confirm the adequacy or accuracy of the works carried out or the sufficiency of the information provided in the Permit Closure Form.

15. The granting of a Permit does not give the Client, the Client's Agent its Designers and/or Contractors, any right to explore or exploit coal or derivatives, coal mine methane, coal-bed methane, other minerals in the ownership of the Authority or to occupy property in the ownership of the Authority. Where it is necessary to dig and carry away coal, or occupy Authority property, a separate agreement must be obtained in advance of any such works being carried out.

16. The Client, the Client's Agent its Designers and/or Contractors must ensure that nothing, other than that agreed by the Authority through the Permit, is deposited, falls or flows into any mine entry, mine working, mining collapse, excavation or borehole unless duly authorised.

17. All parties involved in the works must be competent and have the necessary experience and resources to safely undertake the proposed works and shall adopt appropriate safe practices and procedures for interacting with potentially hazardous conditions associated with coal bearing strata and former coal mining activities.

18. All parties involved in the works shall execute the works in accordance with applicable legislation, standards and good practice guidance.

19. All other rights, consents or permissions necessary (as required by the Authority and / or under statute) to undertake the works shall be obtained before any works proceed.

20. Where the Authority requests additional information to validate a Permit application, the applicant shall provide that information within 14 days. Failure to provide the information within the requested period will result in the Permit application being deemed withdrawn and the fee being forfeited. A new Permit application and fee will then need to be submitted if the applicant wishes to continue work. No work should be undertaken until a Permit Certificate is received.

21. A fee (as prescribed in the fee schedule) must be paid. In the event that any payment is subsequently dishonoured or is otherwise unpaid, any Permit that has already been issued will be withdrawn. These Terms and Conditions will continue to apply to all works carried out at the site by the Client, the Client's Agent, its Designers and/or Contractors up to the date on which the Permit is withdrawn. This includes, but is not limited to, the full provisions in Condition 1 (Indemnity) and Condition 6(Insurance) which will continue to apply in respect of works carried out.

22. These terms and conditions are non-negotiable and must be signed by the Client and submitted to the Authority when applying for a permit. These terms and conditions will continue to apply to all works carried out at the site by the Client, the Client's Agent its Designers and or Contractors up to the date of termination of the Permit (or authorisation) for the works. This includes, but is not limited to, the full provisions in Condition 1 above.

23. Further Information can be obtained by contacting:

    Permitting and Licensing, 200 Lichfield Lane, Mansfield, Nottinghamshire, NG18 4RG (Tel: 01623 637450, Email: permissions@coal.gov.uk, the direct website link is: https: //www.gov.uk/get-a-permit-to-deal-with-a-coal-mine-on-your-property)

    The office is open: Monday to Thursday – 8:45 am to 5 pm, Friday – 8:45 am to 4.30 pm.

24. Unless they are self-representing, the Client must confirm their Agent's details here: (the Coal Authority will only accept one Agent)

Agent Details:	
Company Name	
Contact Name	

In accepting these terms and conditions, I confirm that my Agent (see Agent details above) is authorised to complete and submit the Permit application form on my behalf, liaise with any other parties, make decisions on my behalf, represent me in all discussions with the Authority and enter into and/or create binding obligations on my behalf with the Authority. I confirm acceptance of, agree to be bound by, and agree that all works will be governed by the foregoing terms and conditions.

I acknowledge and accept that unless or until I notify the Authority in writing to the contrary, the Authority will continue to deal with my Agent as an agent authorised to act on behalf of the Client.

Client details:	
Print name / company name of Client (this may be typed*)	
Client signature (this may be typed*)	
Date of signing (this may be typed*)	

*Please see explanatory notes below

*This document may be signed by electronic means **ONLY** where:

✓ The Client is representing themselves in discussions with the Authority

Or

✓ The signed Terms and Conditions are supported by an email, from an email address identifiable as belonging to the Client, confirming they have themselves signed and accepted the Terms and Conditions (template text to be used is provided below.

We cannot accept any Terms and Conditions signed on behalf of the Client.

The email must be sent to the Agent completing the application form so it is included in the submission.

Template email text (copy and paste into email and inset Agent and Client names):

FAO Coal Authority,

I confirm that I have myself accepted the terms and conditions to be submitted by my Agent [Agent Name] and agree to be bound by the Terms and Conditions.

Regards

[Name of Client]