

**An AWARD under the Provision of the
Party Wall Etc. Act 1996**

**To be served on the appointing Owners
under section 10(14) thereof**

Building Owners: Mr John Grey and Mrs Joan Grey

Adjoining Owners: Mr Peter Black and Mrs Pat Black

Site Address:

68 High Street, Chislehurst, Kent, BR7 5AQ

Adjoining Owners Address:

The Old Auction Rooms Marine Walk Street, Hythe, Kent, CT21 5NW

**NOTE ALL PARTY WALL AWARDS ARE DIFFERENT
THIS IS A SAMPLE ONLY FOR ILLUSTRATIVE PURPOSES**

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**AN AWARD under the provisions of the PARTY WALL ETC. ACT, 1996 to be
served on the appointing Owners under section 10(14) thereof**

WHEREAS **Mr John Grey and Mrs Joan Grey** (hereinafter referred to as the Building Owners within the meaning of the said Act) as Owners of the premises known as **68 High Street, Chislehurst, Kent, BR7 5AQ** did on the **02 January 2019** serve **Mr Peter Black and Mrs Pat Black** of **The Old Auction Rooms Marine Walk Street, Hythe, Kent, CT21 5NW** (hereinafter referred to as the Adjoining Owners within the meaning of the Act) as freehold owners of the adjoining premises known as **The Old Auction Rooms Marine Walk Street, Hythe, Kent, CT21 5NW** notice of their intention to exercise the rights given to Them by the Party Wall etc. Act 1996 [“The Act”] section 1(5) and Section 2.2 sub-sections (a),(f),(g),(j),(k),(n) and Section 6 by executing works as more particularly defined in the Notice

AND WHEREAS a dispute is deemed to have arisen between the Building Owners and the Adjoining Owners (hereinafter together called ‘the parties’) within the meaning of the Act.

AND WHEREAS the Building Owners have appointed xxxx of Collier Stevens Chartered Surveyors, 68 High Street, Chislehurst, Kent, BR7 5AQ (hereinafter referred to as the ‘Building Owners’ Surveyor) to act as their Surveyor and the Adjoining Owner has appointed xxxx of xxxx Surveyors, 4th Floor, Somewhere Close, London W1 (hereinafter referred to as the ‘Adjoining Owners’ Surveyor’) to act as their Surveyor.

AND WHEREAS the Building Owners’ Surveyor and the Adjoining Owners’ Surveyor (hereinafter jointly referred to as the ‘Two Surveyors’) have selected xxxx of xxxx, White Hart House, 3 Someplace Close, London, SW1 to act as Third Surveyor in accordance with the provisions of the Act or, in the event of him being unable or unwilling to act and they being unable to jointly agree upon a substitute, a Surveyor to be appointed by the Appointing Officer of the relevant Local Authority in accordance with Section 10(8) of the Act.

It is a requirement of the Act that the appointed Surveyors [or, in the event of them not being in agreement] any two of the three Surveyors or the third Surveyor shall settle by award all or any matter that is connected with any work to which the Act relates and which is in dispute between the Building Owners and the Adjoining Owners including: the right to execute the work, the time and manner of executing the work, and any other matter arising out of the dispute including the cost of obtaining and making this award.

Now we being the two Surveyors so appointed and the Adjoining Owners' premises having been inspected DO HEREBY AWARD AND DETERMINE:-

1.

- (a) That the Building Owner's and Adjoining Owner's properties are separated by a Party Wall, within the meaning of the Act.
- (b) That the Adjoining Owners' premises adjoin the Building Owners' premises within the meaning of the Act.
- (c) That the Schedule of Condition dated attached hereto and signed by the said two Surveyors' forms part of this Award and fairly records the condition of the Adjoining Owners' premises as at xxxx Photographs taken at the time of inspection are held on each of the Surveyor's files which amplify the Schedule but do not form part of this Award.
- (d) That the party wall as described in the attached Schedule of Condition is sufficient for the present purposes of the Adjoining Owners.
- (e) That the following documents attached hereto and signed by us the said two Surveyors form a part of this Award

1) Drawing prepared by xxxx: xxxx

2) Drawing prepared by xxxx: xxxx

3) Drawing prepared by xxxx: xxxx

4) Drawing prepared by xxxx: xxxx

2. That on the service of this signed Award the Building Owners shall, if they so choose, but shall be under no obligation to carry out all or part of the following works subject to making good damage occasioned by the works to the Adjoining Owners' premises or compensating the Adjoining Owners' for damage as provided for within the Act or in the event of dispute, determined in accordance with Section 10 of the said Act.:

- **The construction of a single storey extension requiring the construction of the flank wall up to, but not astride the line of junction [boundary] between the properties.**
- **The construction of a single storey extension requiring the party wall to be underpinned as marked on the attached drawing.**

- **Associated internal works to include cutting away from the party wall, removal of a chimney breast and forming a pocket in the party wall, casting a padstone and inserting a steel beam.**
- **Excavation to form foundations within 3m of your building and to a greater depth than the base of your foundation. Localised underpinning of the party wall as shown on the attached drawing.**

3.

- (a) That no deviation from the agreed works shall be made without the prior consent and agreement of the Adjoining Owners or, in the event of dispute the prior consent and agreement of the Appointed Surveyors in accordance with Section 10 of the Act.
- (b) That this Award, its obligations and conditions relate only to the works described in Item 2 of this Award and do not relate to any other work which is not required to be notified under the Act.
- (c) That this Award does not authorise the placing of scaffold on or oversailing the Adjoining Owners' land and premises and does not permit or authorise the use of a crane or similar equipment that would be required to traverse the air space above the Adjoining Owners' land and premises.
- (d) That this Award does not authorise the placing of "special foundations" as defined in sections 20 if the Act.

4. That if the Building Owners exercise the above rights they shall, to the reasonable satisfaction of the Surveyors: -

- (a) Be liable for the sole cost of undertaking any works in pursuance of this Award.
- (b) Take all reasonable precautions and provide all necessary support to retain the Adjoining Owners' land and Buildings.
- (c) In accordance with sections 2.3, 2.4, 2.5 & 2.6 of the Act make good all structural, decorative, horticultural and other damage to the Adjoining Owners' Building occasioned by the said works in materials to match existing works to the satisfaction of the appointed Surveyors, or if so required by the Adjoining Owners make payment in lieu of carrying out the work to make the damage good. Any making good is to be executed upon completion of the works referred to in clause 2 of this Award or earlier if deemed necessary by the appointed Surveyors or at any other time deemed appropriate by the appointed Surveyors.

- (d) In accordance with section 7.2 of the Act compensate the Adjoining Owner for any damage to their building caused as a result of works authorised by Section 1 and Section 6 of the Act.
- (d) Provide all necessary security between the existing properties to include a temporary hoarding set 600mm inside the Adjoining Owners' boundary to a height not less than 1800mm for the duration of the works of demolition, dismantling and reconstruction. The hoarding to be formed in plywood or similar and to be removed as soon as works are complete
- (e) Ensure that no excess vibration which may be prejudicial to the Adjoining Owners' premises or the Adjoining Owners or Occupiers usual contents or usual use thereof is caused by the works. No works to which this Award relates shall be permitted to the party wall with powered percussion tools without the prior agreement of the Surveyors.
- (f) Give advance notice of the removal of the chimney breast and arrange for their contractor to temporarily block any and all open flues to the Adjoining Owners property and to remove such blockages immediately upon completion of the works to the chimney breasts.
- (g) If applicable, require their contractor to seal open fire-places in the Adjoining Owners' property during the course of works to the party wall. Fireplace openings to be sealed using taped board/polythene with a rag wedged into throat of flue. Sealing to be removed upon completion of relevant work and any soot debris to be cleaned and removed.
- (h) Carry out the whole of the Works, so far as practicable, from the Building Owners' side. Where access to the Adjoining Owners' land and premises adjacent to the boundary is required, notice shall be given in accordance with Section 8 and works carried out strictly in accordance with the Method Statement forming part of this Award.
- (i) Not to cut into the party wall to more than one half of it's thickness
- (j) Ensure that excavations that are parallel to the party wall or flank wall shall be formed in sections no greater than 1200mm long on a "hit and miss" sequenced basis and footings cast and cured before forming the next excavation section.
- (k) Ensure that excavations are properly shored against collapse and suitable protection provided against unauthorised access.

- (l) Ensure there is no access to the Adjoining Owners' roof areas without the agreement of the Adjoining Owners or the Adjoining Owner Surveyor. A photographic Schedule of Condition of those roof areas being accessed by the Building Owners or the Building Owners' contractor shall be taken prior to commencement. Roof areas shall not be used at any time for the storage of materials excepting those in immediate use.
 - (m) Ensure that no fascia, gutter or other projection is erected beyond the line of junction and over the Adjoining Owners' property.
 - (n) Undertake not to over sail the Adjoining Owners' premises with scaffolding or hoardings without the express agreement of the Adjoining Owners. Any scaffolding shall only be erected or installed following a valid notice under Section 8 of the Act or at an earlier stage if so agreed by the Adjoining Owners. Ensure that any scaffold or hoarding associated with the works does not prejudice the security of the Adjoining Owners' property by facilitating access to windows by intruders. In particular, ensure that ladders are removed and scaffolding is inaccessible when the site is unoccupied.
 - (o) Remove any scaffolding or screens as soon as possible and clear away debris on a daily basis and regularly and periodically to clear away any dust and debris arising as a result of the works from the surfaces of the Adjoining Owners' premises and to clear and clean roofs, gutters, windows sills and other areas as may be agreed by the appointed Surveyors
 - (p) Hold the Adjoining Owners free from liability in respect of any injury or loss of life to any person or damage to property caused by or in consequence of the execution of the works to which this Award relates and the costs of making any justified claims.
5. That the Building Owners' Surveyor, when appropriate for the execution of the works, shall be permitted access to the Adjoining Owners' property from time to time during the progress of the works at reasonable times and after giving reasonable notice and that the Adjoining Owners' Surveyor shall be permitted access to the Building Owners' property from time to time during the progress of the works at reasonable times and after giving reasonable notice.

6. That the whole of the works referred to in this Award shall be executed in accordance with relevant Planning Approvals, other Planning Regulations and the Building Regulations in force at the time Building Regulation Approval was granted or Building Notice submitted and relevant Health & Safety Legislation and any other requirements of statutory authorities. The works shall be executed in a proper and workmanlike manner in sound and suitable materials in accordance with the terms of this Award to the reasonable satisfaction of the Adjoining Owners' Surveyor.
7. That the works shall be carried through with reasonable expedition after commencement and so as to avoid any unnecessary inconvenience to the Adjoining Owners or occupiers. In particular, noisy works which are the subject of this Award shall be restricted to between the hours of 8.30 a.m. and 5.00 p.m. excepting weekends and Public Holidays when no works to which this Award relates shall be executed. This clause shall not override any working hours restrictions imposed by the local authority before or during the course of the works. Should the level of noise arising as a result of the works to which this Award relates exceed the maximum permitted by the local authority then the appointed Surveyors shall issue further directions in this regard.
8. In the event that the Building Owners named in this Award change after the works have commenced but before the appointed Surveyors have agreed the works (including any making good required in accordance with clause 4c of this Award) are complete then the Building Owners as named in this Award agree to indemnify the Adjoining Owners against loss and expense in ensuring the obligations of this Award are complied with by a future Building Owner until such time as any further Award agreed between the new Building Owner and the Adjoining Owners is served.
9. That nothing in this Award shall waive or otherwise affect the rights of the Adjoining Owners and / or Adjoining Occupiers to be compensated under Section 7(2) for loss or damage which may result by reason of any works executed in pursuance of the Act and to which this Award relates.
10. That the signed Award shall be served forthwith to each party. A further unsigned copy of the document shall be provided for the Adjoining Owners' Surveyor.
11. The Building Owners shall ensure that their contractor is fully aware of the conditions of this Award and shall provide a copy of the Award for the use of the contractor during the progress of the works.
12. That the Surveyors reserve the right to make and issue any further Award or Awards that may be necessary, as provided in the said Act.

13. That this Award shall be null and void if before commencement of the work on site, the Building Owner sells or parts with the Ownership as defined under Section 20 of the said Act or enters into any commercial or financial arrangement or liquidation in which they cease to remain as Owners, and the procedure required under this Act shall begin de novo with any new Owner, before any work is carried out in the execution of rights or in pursuance of this Award.
14. That should the works be stopped or, once commenced, are abandoned or suspended for a period exceeding 3 months, the two appointed Surveyors shall, after due consideration, direct the action to be taken by the Building Owners.
15. That this Award shall cease to have effect if the works to which it relates are not commenced within 12 months of the date of this Award.
16. That nothing in this Award shall be held as conferring, admitting or affecting any right to light or air or any other easement whatever.
17. That any agreement or acceptance made by the appointed Surveyors in the preparation of this Award or subsequently during the works on site should not be taken to imply any responsibility on them or their appointed delegates for any structural or any other deficiency in any part of the works whether existing or executed.
18. That the drawings and/or other documents provided by others and attached to or referred to in this Award, are accepted in good faith, taken to be accurate and properly showing the details of the agreed works to be undertaken.
19. That this Award is made without prejudice to the rights of any other persons or bodies having an interest in the said Party Wall.
20. That this Award is made without prejudice to any other rights and remedies that the Building Owners and the Adjoining Owners may possess generally in relation to the Building works.
21. That under the provisions of 10(17) of the said Act either of the parties to the dispute may, within 14 days from the day of the service of this Award on them appeal to the County Court against this Award.
22. That notwithstanding the provisions sections 10.17 of the said Act this Award shall be conclusive.

23. That upon service of this Award the Building Owners shall become liable for the Adjoining Owners' Surveyors fees of £N.A. plus VAT in connection with the preparation of this Award and a final inspection.

The Adjoining Owners' Surveyor shall render his invoice to the Building Owner for direct settlement, settlement to be made within seven days of the date of the invoice unless otherwise agreed.

In the event of damage being caused or other contingencies or variations arising a further fee shall be payable at a rate not exceeding £N.A. per hour plus VAT and disbursements for the named Surveyor.

IN WITNESS WHEREOF we have set our hands this

xxxx Surveyor to the Building Owners	xxxx Surveyor to the Adjoining Owner
WITNESS: Name: Address: Occupation	WITNESS: Name: Address: Occupation: