

DATED

30<sup>th</sup> March 2023

**LICENCE FOR ALTERATIONS**

relating to

**FLAT 3, 58 CREDITON HILL, LONDON NW6 1HR**

between

**58-60 CREDITON HILL LIMITED**

and

**MARIA MELAMED AND STANISLAV BACHVAROV**

Colman Coyle  
Wells House  
80 Upper Street  
Islington  
London N1 ONU  
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### SCHEDULE

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This licence is dated 30<sup>th</sup> of March 2023

**HM Land Registry**

**Landlord's title number: NGL810510**

**Administrative area: CAMDEN**

**Tenant's title number: NGL912203**

**Administrative area: CAMDEN**

**Parties**

- (1) **58-60 Crediton Hill Limited** incorporated and registered in England and Wales with company number **05569068** whose registered office is at 58 Crediton Hill, Crediton Hill, London, NW6 1HR (**Landlord**)
- (2) **Maria Melamed and Stanislav Bachvarov** of Flat 3, 58 Crediton Hill, London NW6 1HR (**Tenant**)

**BACKGROUND**

- (A) This licence is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the Term is vested in the Tenant.
- (D) The Tenant intends to carry out the Works and, under the terms of the Lease, requires the consent of the Landlord to do so.

**AGREED TERMS**

**1. Interpretation**

The following definitions and rules of interpretation apply in this licence.

**1.1 Definitions:**

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).



**Landlord's Surveyor:** Marc Simmons incorporated and registered in England and Wales with company number 08973350 whose registered office is Sterling House, 31-32 High Street, Wellingborough, Northamptonshire, NN8 4HL

**Lease:** a lease of Flat 3, 58 Crediton Hill, London NW6 1HR dated 23<sup>rd</sup> July 2010 and made between (1) 58-60 Crediton Hill Limited (2) Nicholas Anthony Kripps and Tina Kripps and all documents supplemental or collateral to that lease.

**Property:** Flat 3, 58 Crediton Hill, London NW6 1HR as more particularly described in and demised by the Lease.

**Recommendation Report:** a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).

**Report on Leaseholder Alterations:** The report from the Landlord's Surveyor dated 7<sup>th</sup> March 2023 along with the responses from the Tenant dated 12<sup>th</sup> March 2023 and annexed at Schedule 2 of this Licence.

**Schedule of Condition:** a photographic schedule of the common parts and flats above and below the Property as per the Report on Leaseholder Alteration

**Term:** the term of years granted by the Lease.

**Works:** the works to be carried out at the Property which are referred to in the Schedule 1 together with making good any damage to the Property caused by carrying out such works.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. References to the **Tenant** include a reference to its successors in title and assigns.
- 1.3 References to the **end of the Term** are to the end of the Term however it ends.
- 1.4 The expression **tenant covenants** has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 The Schedules form part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedules.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12 A reference to **writing** or **written** includes fax but not e-mail.
- 1.13 A reference to this licence or to any other agreement or document referred to in this licence is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.14 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

## **2. Consent to carry out the Works**

- 2.1 In consideration of the obligations on the Tenant in this licence, the Landlord consents to the Tenant carrying out the Works on the terms set out in this licence.
- 2.2 This consent will cease to be valid if the Works have not been started (in accordance with the terms of this licence) within six months from (and including) the date of this licence, unless the Landlord gives the Tenant notice extending the period of validity. If the Landlord does agree to an extension, then this consent will remain valid for the period stated in that notice and the time period stated in clause 4.7(a) will be extended by the same amount. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this licence except clauses 2.1 and 2.2 will remain in force.
- 2.3 Nothing in this licence will place the Tenant under an obligation to the Landlord to carry out the Works, but if it does carry them out, it must do so on the terms of this licence.



2.4 This consent does not obviate the need for the consent of any person other than the Landlord that may be required to carry out the Works.

### **3. Starting the Works**

3.1 The Tenant must not start the Works until it has complied with the requirements of this clause and of clause 5.1.

3.2 The Tenant must not start the Works until it has complied with all the specifications contained in the Report on Leaseholder Alterations and all documentation annexed thereto.

3.3 The Tenant must obtain all licences and consents that are required for the Works under all laws and by the owner or occupier of any neighbouring land or otherwise.

3.4 The Tenant must produce all such licences and consents to the Landlord and obtain the Landlord's confirmation they are satisfactory to the Landlord such confirmation not to be unreasonably withheld.

3.5 The Tenant must notify the Landlord of the date it intends to start carrying out the Works.

3.6 The Tenant must obtain a Schedule of Condition before commencing the Works in accordance with the Report on Leaseholder Alteration and provide it to the Landlord

### **4. Carrying out and completing the Works**

4.1 The Tenant must carry out the Works:

- (a) using good quality, new materials which are fit for the purpose for which they will be used;
- (b) in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance;
- (c) to the reasonable satisfaction of the Landlord;
- (d) only between the hours of 8am to 6pm Monday to Friday and 8am to 1pm on Saturdays. Noisy works are only permitted between the hours of 9am to 2pm and 4pm to 6pm Monday to Friday and 9am to 1pm on Saturdays; and
- (e) In accordance with all specifications contained in the Report on Leaseholder Alterations and all documentation annexed thereto

4.2 In carrying out the Works the Tenant must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Property.

- 4.3 The Tenant must take all proper steps to ensure that carrying out the Works does not make any of the following unsafe: the structure of the building of which the Property forms part, any other flat in the building, any plant or machinery at the building of which the Property forms part, any neighbouring land or building.
- 4.4 The Tenant must cause as little disturbance and inconvenience as reasonably possible to the Landlord and the owners and occupiers of the building of which the Property forms part and of any neighbouring land. The Tenant must not infringe any of their rights nor the rights of any other person in relation to the Property.
- 4.5 The Tenant must immediately make good, to the reasonable satisfaction of the Landlord, any damage (including decorative damage) to any land or building or any plant and machinery (other than the Property) which is caused by carrying out the Works.
- 4.6 The Tenant must allow the Landlord and its surveyors access to the Property, both while the Works are being carried out and afterwards and will give the Landlord the information it reasonably requests to establish that the Works are being and have been carried out in accordance with this licence.
- 4.7 The Tenant must:
- (a) complete the Works within six months after the date of this licence; and
  - (b) notify the Landlord as soon as the Works have been completed and send the Landlord two copies of plans showing the Property as altered by the Works if different from the plan attached at Schedule 2 of this Licence.
- 4.8 The Tenant shall provide the Landlord with a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Works within one month of such documents being issued.
- 4.9 The Tenant at their own cost will apply to the H M Land Registry to update the Lease plan.

## **5. The CDM Regulations**

- 5.1 By entering into this licence, the Tenant and the Landlord agree that, to the extent that the Landlord may be a client for the purposes of the CDM Regulations, the Tenant is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations.
- 5.2 The Tenant must comply with its obligations as a client for the purposes of the CDM Regulations and must ensure that the principal designer and the principal contractor that it appoints in relation to the Works comply with their respective obligations under the



CDM Regulations, including preparing and maintaining the health and safety file for the Works.

- 5.3 At completion of the construction phase of the Works, in accordance with the CDM Regulations, the Tenant must ensure either that the principal designer or principal contractor gives the Landlord all documents relating to the Works that are required under the CDM Regulations to be kept in the health and safety file for the Property and that the principal designer or principal contractor checks that the documents are kept in the health and safety file or that the principal designer or principal contractor updates the health and safety file for the Property and, in either event, the Tenant must comply with its obligations in the Lease relating to the documents and the file. The Landlord shall cooperate with the principal designer or principal contractor to the extent necessary to allow the principal designer or principal contractor either to check that the documents relating to the Works are kept in the health and safety file for the Property or to update the health and safety file for the Property.

## **6. Additional works**

- 6.1 If the terms of any planning permission, licence or consent (other than this licence) obtained for the Works, require any other works to be carried out (whether to the Property or to any other land or building) the Tenant must carry out such other works within any time limit imposed by such permission, licence or consent and in any event before the end of the Term.
- 6.2 The terms of this licence, other than clause 2 and clause 4.7(a) will apply to the carrying out of such other works as if they formed part of the Works.
- 6.3 This clause is without prejudice to any requirement on the Tenant to obtain the consent of the Landlord to such other works pursuant to the Lease and the consent of any other person that may be required for such other works.

## **7. Insurance of the Works**

- 7.1 The Landlord will only be obliged to insure the Works if they form part of the Property, and only:
- (a) after they have been completed in accordance with this licence;
  - (b) for the amount for which the Tenant has notified the Landlord that they should be insured; and
  - (c) otherwise in accordance with the terms of the Lease.
- 7.2 Until the Landlord is obliged to insure the Works they will be at the sole risk of the Tenant.



- 7.3 The Tenant must pay on demand any increase in the insurance premium and the amount of any additional insurance premium for the Property or any neighbouring land of the Landlord or the building of which the Property forms part that arises because of the Works.

## **8. Fees, rates and taxes**

The Tenant must pay all fees, rates, levies and taxes that arise by reason of the Works (including any arising under any laws applying to the Works) whether imposed on the Landlord or the Tenant and must indemnify the Landlord from all liability in relation to such fees, rates, levies and taxes.

## **9. Revoking Permission**

- 9.1 The Landlord reserves the right to revoke the permission for the Works should the Works cause any damage or nuisance to the Building or any flat contained therein. In this case the Tenant must at the Tenant's own cost and to the reasonable satisfaction of the Landlord immediately remove the Works and reinstate the Property and make good any damage (including decorative damage) to the Property caused by the removal and reinstatement.
- 9.2 The Landlord reserves the right to revoke the permission for the hard flooring should they receive reasonable complaints from neighbouring flats. In this event the Tenant must at the Tenant's own cost and to the reasonable satisfaction of the Landlord cover the hard floor with carpet and underfelt or such other effective sound-deadening floor covering material approved by the Landlord.

## **10. The Lease covenants and conditions**

The tenant covenants in the Lease will extend to the Works and apply to the Property as altered by the Works.

## **11. No warranty by the Landlord**

- 11.1 No representation or warranty is given or is to be implied by the Landlord entering into this licence or by any step taken by or on behalf of the Landlord, in connection with it as to:
- (a) the suitability of the Property or the building of which it forms part for the Works;  
or
  - (b) whether the Works or any removal or reinstatement of them may be lawfully carried out.

11.2 The Tenant acknowledges that it does not rely on, and will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Landlord before the date of this licence as to any of the matters mentioned in clause 11.1.

11.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **12. Report on Leaseholder Alterations**

12.1 The Tenant must comply with all recommended clauses contained in the Report on Leaseholder Alterations and all documentation annexed thereto.

12.2 The Tenant must provide all documentation required by the Report on Leaseholder Alterations and all documentation annexed thereto before the Works commence, during and after the Works have concluded.

12.3 The Tenant must comply with all requirements and recommendations contained in the Report on Leaseholder Alterations and all documentation annexed thereto.

## **13. Costs**

13.1 On completion of this licence the Tenant must pay the reasonable costs and disbursements of the Landlord, its solicitors, surveyors managing agents and insurers in connection with this licence.

13.2 The Tenant must pay on demand any further reasonable costs and disbursements of the Landlord, its solicitors, surveyors managing agents and insurers incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building, plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.

13.3 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

## **14. The right of re-entry in the Lease**

The right of re-entry in the Lease will be exercisable if any covenant or condition of this licence is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs.



**15. Indemnity**

The Tenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence.

**16. Notices**

Any notice given under or in connection with this licence must be in writing and must be delivered by hand or sent by pre-paid first class post or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service will be deemed to have been delivered on the second working day after posting.

**17. Liability**

The obligations of the Tenant in this licence are owed to the Landlord and are made in consideration of the consent granted by clause 2.1.

**18. Third party rights**

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

**19. Governing law**

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**20. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1 Details of the Works**

- Removal of the partition between hallway and reception room.
- Removal of existing walls around ensuite to bedroom 1 and rebuilding in new position.
- Demolition of the walls and removal of the WC within the entrance hall.
- Formation of new doorway into kitchen with lintel.
- Formation of new doorway between reception room and bedroom 1.
- Removal of archway to left side part of hallway.
- Removal of walls around bathroom 2 and repositioning with new doorway in to guest bedroom.
- Removal of wall to front right corner of guest bedroom to remove boiler recess and square off.
- Reposition of the boiler.
- Replacement of windows.
- General refurbishment of the flat.

Such works are detailed in the Report on Leaseholder Alterations and all documentation annexed thereto.







# MARC SIMONS

## CHARTERED SURVEYORS

Stanmore Business & Innovation Centre, Stanmore Place,  
Howard Road, Stanmore, Middlesex, HA7 1GB  
contact@marcsimons.co.uk | 020 3889 7740 | www.marcsimons.co.uk

58-60 Crediton Hill Ltd  
c/o Mr R Wayne  
Wayne and Silver  
92 Heath Street  
London  
NW3 1DP

Our Ref: lic.3.58cre.7323

Your Ref:

7 March 2023

Dear Mr Wayne,

**RE: Proposed License for Alteration - Flat 3 58 Crediton Hill, London, NW6 1HR**

Following receipt of the drawing provided on 16<sup>th</sup> February 2023 and Structural Design Reports received on 28<sup>th</sup> February 2023 I have now visited site on 3<sup>rd</sup> February 2023 and reviewed these drawings and am able to provide you with my initial comments and observations in respect of the planned works.

### **Overview of the Proposal**

- 1) The proposal is to carry out internal alterations to the property which include the following:
  - a. Removal of the partition between hallway and reception room.
  - b. Removal of existing walls around ensuite to bedroom 1 and rebuilding in new position.
  - c. Demolition of the walls and removal of the WC within the entrance hall.
  - d. Formation of new doorway into kitchen with lintel.
  - e. Formation of new doorway between reception room and bedroom 1.
  - f. Removal of archway to left side part of hallway.
  - g. Removal of walls around bathroom 2 and repositioning with new doorway in to guest bedroom.
  - h. Removal of wall to front right corner of guest bedroom to remove boiler recess and square off.
  - i. Reposition of the boiler.
  - j. Replacement of windows.
  - k. General refurbishment of the flat.





## Review of the Works

- 2) The wall between the hallway and the reception room is a timber stud wall with lathe and plaster finishes to both faces. An opening in the wall on both sides confirms this is the case. An opening in the ceiling reveals that the joists for the floor structure above span left to right across the room and the joist ends do not bear on to this wall. An opening in the ceiling in the reception room shows that there is no wall above supported off this wall. One of the floor joists for the floor structure above does appear to rest on the framework of this wall. The removal of the wall could cause some sagging on the timber joist should it settle.
- 3) The walls around the ensuite in bedroom 1 are of a timber stud construction with plasterboard finish. These walls are likely to have been constructed when the building was converted or even at a later date and can be removed with relative ease. Confirmation should be provided as to whether the new partitions are to be designed as sheer walls.
- 4) The walls around the WC to be removed in the hallway are of a timber stud construction and can be removed with relative ease. There maybe communal pipework for the waste and stack pipe and other services in the wall behind the toilet. This has also been identified on the architects drawing with note to relocate. Details shall be provided as to how these will be relocated. There maybe a period of time whereby flats above wont be able to use these pipes during the relocation.
- 5) Following the removal of the stud walls around the WC, a door is to be created from the opened entrance hall into the kitchen. This is a solid wall and a lintel is therefore required. A calculation has been provided by the structural engineer. Confirmation of the bearing length at each end should be provided. The freeholder may wish to get the calculations checked and confirmation should be provided of building regulations.
- 6) A new opening is being formed between the reception room and bedroom with the original doorway being blocked up. This is a solid wall and a lintel is required. A calculation has been provided by the structural engineer. Confirmation of the bearing length at each end should be provided. The freeholder may wish to get the calculations checked and confirmation should be provided of building regulations.
- 7) The archway in the left part of the hallway is formed in timber studwork. An opening has reveals copper pipework which will contain services. Confirmation should be provided as to what these services are and if they are communal and or serve other flats within the building. These pipes may require re-routing. Whilst the sides of the arch are stud work, there could be a high level support beam within the top part of the archway. Should this be identified, further information is to be provided.
- 8) The walls around bathroom 2 are timber stud partitions and can be removed with relative ease. Confirmation should be provided as to whether the new partitions are to be designed as sheer walls.



- 9) The walls in the front right corner of the guest bedroom are of stud construction and can be removed with relative ease. The boiler is to be relocated and details of the relocation and re-routing of services is to be provided. The doorway is to then be blocked up.
- 10) Details of the new position of the boiler should be provided. This will require a new boiler flue on the exterior for which the freeholder will need to provide consent for. Further details should be provided as to how the services will be run to and from the newly located boiler.
- 11) The lessee wishes to replace the windows. Details of the replacement windows should be provided with photos of before and design of replacement windows shown. Details of the new windows should be provided and confirmation that any windows, where required, have a FENSA certificate.
- 12) A method statement should be provided to demonstrate how the structures above are to be supported during demolition of the walls referenced.
- 13) As the alterations are part of a greater refurbishment that may involve the replacing and changing of floor finishes? Details of new flooring shall be provided. There are currently hard floors in all areas apart from the bedrooms. Will this remain the same or will additional consent be required. If the existing hard floors are being replaced, will additional sound proofing works be required.
- 14) A new lease plan maybe required to reflect the alterations.
- 15) Have checks been made to confirm there is no asbestos within the fabric of the flat?
- 16) Details as to whether the mains water supply to the building will need to be turned off and drained down to allow for the installation of new internal fixtures and fittings, for example if there are radiators on the walls to be demolished that need to be considered. If so, details of times should be provided to the freeholder and Management company of the building with a minimum notice period as defined by the management company.
- 17) The freeholder may wish to have the structural calculation, design and method statements checked by a checking engineer for adequacy.

### **General**

- 18) If the communal entrance hall and front door is to be used for access during the works, how will the areas be protected?
- 19) A Party Structure Notice may also be required to be served on the freeholder and adjoining lessees.





- 20) The lessee is to provide copies of the Contractors Insurance Policy.
- 21) The building insurance company should be notified that works are due to be undertaken and also advised if the property is to be left vacant during the works other than by the contractor undertaking the works.
- 22) I suspect in this case, planning permission for the intended works is not required.
- 23) Building Regulations approval will be required for the structural alterations to the subject flats. Details of this application should be provided along with the final sign off by the local authority or approved building inspector.
- 24) I understand that the property is located in a conservation area. I therefore recommend that an enquiry is made of the Architect to confirm if any of the works being undertaken by the lessee requires approval in this respect and whether this has been considered.
- 25) A Schedule of Condition of Communal Areas and flat directly above and below the works should be undertaken prior to the commencement of the works.
- 26) Working hours should be agreed prior to the commencement of the works and documented in the License for Alterations. This should be in accordance with the working hours permitted by Camden which are 8am – 6pm Monday – Friday, 8am – 1pm on Saturdays and no working on Sundays or Public Holidays. The freeholder may of course wish to reserve the right alter these hours to allow for periods of respite from noisy works during the course of the day.
- 27) Suitable protection of the communal areas to the wall surfaces, carpets, staircases and other fixtures and fittings. The communal areas should be kept free of any trip hazards and left clean and tidy at the end of each working day. Furthermore no materials or tools are to be left in the communal areas.
- 28) Non-percussive hand held tools should be used in the demolition of the internal walls to limit potential damage to other parts of the building.
- 29) A new leaseplan is to be provided to the freeholder depicting the new layout which will need to be registered at H M Land Registry.
- 30) Undertake a thorough clean the communal areas once works are completed.
- 31) Method statements for various works should be provided with particular reference to underpinning and opening up and demolition of walls.
- 32) The lessee and contractor are to comply with all Health and Safety and CDM Regulations

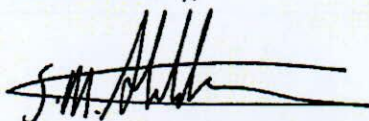


33) The freeholders solicitor should confirm that nothing in the lease prohibits the lessee from making the specified alterations.

34) Any works undertaken by the lessee should not give rise to a nuisance to other lessees.

I look forward to receiving answers to the above queries. Please also feel free to let me know if you have any questions regarding the above which I would be happy to run through with you.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'S.M. Abrahams', with a long horizontal flourish extending to the right.

**Simon M Abrahams BA (Hons) MA MRICS  
For Marc Simons Limited**





Dear Mr Wayne,

**RE: Proposed License for Alteration - Flat 3 58 Crediton Hill, London, NW6 1HR**

Following receipt of the drawing provided on 16<sup>th</sup> February 2023 and Structural Design Reports received on 28<sup>th</sup> February 2023 I have now visited site on 3<sup>rd</sup> ~~February~~ March -2023 and

reviewed these drawings and am able to provide you with my initial comments and observations in respect of the planned works.

**Overview of the Proposal**

1) The proposal is to carry out internal alterations to the property which include the following:

- a. Removal of the partition between hallway and reception room.
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- c. Demolition of the walls and removal of the WC within the entrance hall.
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- e. Formation of new doorway between reception room and bedroom 1.
- f. Removal of archway to left side part of hallway.
- g. Removal of walls around bathroom 2 and repositioning with new doorway in to guest bedroom.
- h. Removal of wall to front right corner of guest bedroom to remove boiler recess and square off.
- i. Reposition of the boiler.
- j. Replacement of windows.
- k. General refurbishment of the flat.

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**Review of the Works**

2) The wall between the hallway and the reception room is a timber stud wall with lathe and plaster finishes to both faces. An opening in the wall on both sides confirms this is the case. An opening in the ceiling reveals that the joists for the floor structure above span left to right across the room and the joist ends do not bear on to this wall. An opening in the ceiling in the reception room shows that there is no wall above supported off this wall. One of the floor joists for the floor structure above does appear to rest on the framework of this wall. The removal of the wall could cause some sagging on the timber joist should it settle. Based on the Structural Report (circulated to you 28 of Feb) from the opening done on ceiling in the living room and hall area, the joists on the second floor are running from left to right (parallel to the wall) and none of the joists are sitting on the wall.

3) The walls around the ensuite in bedroom 1 are of a timber stud construction with plasterboard finish. These walls are likely to have been constructed when the building was converted or even at a later date and can be removed with relative ease. Confirmation should be provided as to whether the new partitions are to be designed as sheer walls. Further information will be provided following soft strip out

4) The walls around the WC to be removed in the hallway are of a timber stud construction and can be removed with relative ease. There maybe communal pipework for the waste and stack pipe and other services in the wall behind the toilet. This has also been identified on the architects drawing with note to relocate.



Details shall be provided as to how these will be relocated. There may be a period of time whereby flats above won't be able to use these pipes during the relocation. An assumption should be made that short interruptions (2-3 hours) to mains water and waste drainage services are to be expected. We'll have a full view of this once the soft strip out is completed. Sufficient notices will be given. We don't expect interruptions any electrical supplies

5) Following the removal of the stud walls around the WC, a door is to be created from the opened entrance hall into the kitchen. This is a solid wall and a lintel is therefore required. A calculation has been provided by the structural engineer. Confirmation of the bearing length at each end should be provided. The freeholder may wish to get the calculations checked and confirmation should be provided of building regulations. Structural Report (circulated to you 28 of Feb) has specified 2No. 100mm wide x 140mm deep concrete lintel with 100mm end bearing at each end.

6) A new opening is being formed between the reception room and bedroom with the original doorway being blocked up. This is a solid wall and a lintel is required. A calculation has been provided by the structural engineer. Confirmation of the bearing length at each end should be provided. The freeholder may wish to get the calculations checked and confirmation should be provided of building regulations. Same as per question #5

7) The archway in the left part of the hallway is formed in timber studwork. An opening has revealed copper pipework which will contain services. Confirmation should be provided as to what these services are and if they are communal and or serve other flats within the building. These pipes may require re-routing. Whilst the sides of the arch are stud work, there could be a high level support beam within the top part of the archway. Should this be identified, further information is to be provided. We'll have a full view of this once the soft strip out is completed and will provide further information if pipes re-routing is required

8) The walls around bathroom 2 are timber stud partitions and can be removed with relative ease. Confirmation should be provided as to whether the new partitions are to be designed as sheer walls. Further information will be provided when soft strip out is completed

9) The walls in the front right corner of the guest bedroom are of stud construction and can be removed with relative ease. The boiler is to be relocated and details of the relocation and re-routing of services is to be provided. The doorway is to then be blocked up. See comment to #10 below

10) Details of the new ~~position~~ position of the boiler should be provided. This will require a new boiler flue on the exterior for which the freeholder will need to provide consent for. Further details should be provided as to how the services will be run to and from the newly located boiler. An assumption is to be made that the boiler is to be relocated to the kitchen wall and the flue to be drilled directly through the external wall. The supply runs for the boiler's new position will be determined once strip out is completed. Assume that services will be run in the floors as existing.

11) The lessee wishes to replace the windows. Details of the replacement windows should be provided with photos of before and design of replacement windows shown. Details of the new windows should be provided and confirmation that any



whindowswindows, where required, have a FENSA certificate. [See details of windows in the table below, they will follow the design / specification of the windows of other flats in the building \(photos will be provided in due course\)](#)

| Description  | Width | Height | Qty | M <sup>2</sup> |
|--|-------|--------|-----|----------------|
| W1 (front): double FB 5/1, arched detail, TGB              | 2260  | 1900   | 1   | 4.2940         |
| W2,W3 (front bay sides): FB 4/1, arched detail             | 870   | 1805   | 2   | 3.1407         |
| W4 (front bay middle): FB 5/1, arched detail               | 1230  | 1805   | 1   | 2.2202         |
| W5 (back side): FB 1/1                                     | 910   | 1840   | 1   | 1.6744         |
| W6 (back side right): FB 1/1                               | 1240  | 1855   | 1   | 2.3002         |
| W7 (back next to bay): FB 1/1                              | 410   | 1660   | 1   | 0.6806         |
| W8,W9 (back bay sides): FB 1/1, TGB                        | 800   | 1880   | 2   | 3.0080         |
| W10 (back bay middle): FB 1/1, TGB                         | 1410  | 1880   | 1   | 2.6508         |
| D1 (first floor front): door, arched detail, fixed fan, TG | 1000  | 2830   | 1   | 2.8300         |
| Internal sills (softwood RAL 9016)                         |       |        |     |                |
| Architraves (softwood RAL 9016)                            |       |        |     |                |
| Linings (softwood RAL 9016)                                |       |        |     |                |

12) A method statement should be provided to demonstrate how the structures above are to be supported during demolition of the walls referenced. [As specified on the Structural Drawing, the contractor is responsible for maintaining stability at the existing structure during the demolition work, using temporary props. To be provided at later stage](#)

13) As the alterations are part of a greater refurbishment that may involve the replacing and changing of floor finishes? Details of new flooring shall be provided. There are currently hard floors in all areas apart from the bedrooms. Will this remain the same or will additional consent be required. If the existing hard floors are being replaced, will additional sound proofing works be required. [Replacement assumed to be like for like](#)

14) A new lease plan maybe required to reflect the alterations. [Noted](#)

15) Have checks been made to confirm there is no asbestos within the fabric of the flat? [Yes, we have confirmed there is no asbestos in the flat at acquisition](#)

16) Details as to whether the mains water supply to the building will need to be turned off and drained down to allow for the installation of new internal fixtures and fittings, for example if there are radiators on the walls to be demolished that need to be considered. If so, details of times should be provided to the freeholder and Management company of the building with a minimum notice period as defined by the management company. [Noted, the times will be provided if this is required -](#)

17) The freeholder may wish to have the structural calculation, design and method statements checked by a checking engineer for adequacy. [Noted](#)

#### General

18) If the communal entrance hall and front door is to be used for access during the works, how will the areas be protected? [Yes, floor protection and wall corners protection will be provided and changed periodically](#)

19) A Party Structure Notice may also be required to be served on the freeholder and adjoining lessees. [We have already served Party Wall Notices and Awards have been issued](#)



20) The lessee is to provide copies of the Contractors Insurance Policy. [Provided as part of the e-mail \(attachment\) sent on 12 March](#)

21) The building insurance company should be notified that works are due to be undertaken and also advised if the property is to be left vacant during the works other than by the contractor undertaking the works. [Noted, will be done in due course](#)

22) I suspect in this case, planning permission for the intended works is not required. [Confirm, this is not required](#)

23) Building Regulations approval will be required for the structural alterations to the subject flats. Details of this application should be provided along with the final sign off by the local authority or approved building inspector. [We are not making any structural alterations, therefore no Building Regulations approvals are needed for this project](#)

24) I understand that the property is located in a conservation area. I therefore recommend that an enquiry is made of the Architect to confirm if any of the works being undertaken by the lessee requires approval in this respect and whether this has been considered. [Notes, has been considered by an architect](#)

25) A Schedule of Condition of Communal Areas and flat directly above and below the works should be undertaken prior to the commencement of the works. [This has been already done as part of Party Wall Notices process.](#)

26) Working hours should be agreed prior to the commencement of the works and documented in the License for Alterations. This should be in accordance with the working hours permitted by Camden which are 8am – 6pm Monday – Friday, 8am – 1pm on Saturdays and no working on Sundays or Public Holidays. The freeholder may of course wish to reserve the right alter these hours to allow for periods of respite from noisy works during the course of the day. [Understood, working hours schedule would be agreed ahead of commencing the works](#)

27) Suitable protection of the communal areas to the wall surfaces, carpets, staircases and other fixtures and fittings. The communal areas should be kept free of any trip hazards and left clean and tidy at the end of each working day. Furthermore no materials or tools are to be left in the communal areas. [Noted](#)

28) Non-percussive hand held tools should be used in the demolition of the internal walls to limit potential damage to other parts of the building. [Noted](#)

29) A new leaseplan is to be provided to the freeholder depicting the new layout which will need to be registered at H M Land Registry. [This will be done in due course, together with Building Regulations approval \(#23 in the list above\)](#)

30) Undertake a thorough clean the communal areas once works are completed. [Yes, this will be covered within the works we are undertaking](#)

31) Method statements for various works should be provided with particular reference to underpinning and opening up and demolition of walls. [Will be provided as and when required](#)

32) The lessee and contractor are to comply with all Health and Safety and CDM Regulations [Noted](#)

33) The freeholders solicitor should confirm that nothing in the lease prohibits the lessee from making the specified alterations.

34) Any works undertaken by the lessee should not give rise to a nuisance to other lessees. [Noted](#)



12.03.2023

I look forward to receiving answers to the above queries. Please also feel free to let me know if you have any questions regarding the above which I would be happy to run through with you.

Executed as a deed by  
**58-60 CREDITON HILL LIMITED**

*Shaun Zucker*

.....  
Director

acting by  
Shaun Zucker  
....., a director, in  
the presence of:

*Julia McKenny*

.....  
SIGNATURE OF WITNESS

Julia McKenny

.....  
NAME OF WITNESS

ADDRESS OF WITNESS

Flat 2, 60 Crediton Hill  
NW6 1HR

OCCUPATION OF WITNESS Lawyer

Signed as a deed by  
**MARIA MELAMED**

.....

.....  
SIGNATURE OF WITNESS

.....  
NAME OF WITNESS

ADDRESS OF WITNESS

Signed as a deed by  
**STANISLAV BACHVAROV**

.....

.....  
SIGNATURE OF WITNESS

.....  
NAME OF WITNESS

ADDRESS OF WITNESS