

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 Tamara Annabel Wood of 19 Parliament Hill, London NW3 2TA (hereinafter called 'the Building Owner') is an owner within the meaning of the Party Wall etc. Act 1996 (hereinafter referred to as 'the Act') of the premises known as 19 Parliament Hill, London NW3 2TA (hereinafter called 'the Building Owner's property').

AND WHEREAS Charles Alexander Mosse and Margaret Pleasaunce Lucy Betty Mosse of 21 Parliament Hill, London NW3 2TA (hereinafter called 'the Adjoining Owners') are owners within the meaning of the Act of the premises known as 21 Parliament Hill, London NW3 2TA (hereinafter called 'the Adjoining Owners' property').

AND WHEREAS on the 23<sup>rd</sup> April and 11<sup>th</sup> May 2015 the Building Owner served notices on the Adjoining Owners under Sections 1(2), 1(6), 6(1) and 7(4) of the Act of her intention to execute the building works described therein between the Building Owner's property and the Adjoining Owners' property (hereinafter together called 'the two properties').

AND WHEREAS a dispute or deemed dispute has arisen between the Building Owner and the Adjoining Owners (hereinafter together called 'the parties') within the meaning of the Act.

AND WHEREAS the Building Owner has appointed Simon Dove BSc (Hons) MRICS of FinleyHarrison Ltd. 5/6 Bartholomew Place, London EC1A 7HH (hereinafter called 'the Building Owner's surveyor') to act as her surveyor and the Adjoining Owners have appointed David Davies BSc (Hons) MRICS of Guardian Surveyors LLP, 619 Holloway Road, London N19 5SS (hereinafter called 'the Adjoining Owners' surveyor') to act as their surveyor.

AND WHEREAS the Building Owner's surveyor and the Adjoining Owners' surveyor (hereinafter together called 'the two surveyors') have selected Simon Price FRICS of Price Partnership, 415 Fulham Palace Rd, London SW6 6SX to act as third surveyor in accordance with the provisions of the Act. In the event of the third surveyor being unable or unwilling to act and their being unable jointly to agree upon a substitute, they have agreed that another third surveyor shall be appointed by the appointing officer of the relevant local authority in accordance with section 10(8) of the above Act.

AND WHEREAS since issue of the notices, the Building Owner has withdrawn request to erect a new party wall under Section 1(2) of the Act and will instead exercise her rights under Section 1(5) and erect a new external wall up to the boundary line above and below ground level.

It is a requirement of the Act that the three surveyors or any two of them, or in the event of no two of them being in agreement the third surveyor, shall settle by Award all or any matter which is connected with any work to which the Act relates and which is in dispute between the Building Owner 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.

This Award and its conditions relate only to the works described in clause 2 of this Award and do not relate to other works outside the scope of the Act.

Any agreement or acceptance made by either surveyor in this Award or subsequently during works on site shall not be taken to imply any responsibility by them or their appointed technical delegates for any structural or any other insufficiency in any part of the works whether existing or executed.

That nothing in this Award shall be held as conferring, admitting or affecting any easement of light or other easement in or relating to the party wall.

The said premises having been inspected, we the undersigned, being the appointed surveyors, and having considered the proposals made by the Building Owner and any other relevant matters brought to our attention but without prejudice to any other rights of the parties or of any other persons DO HEREBY MAKE THIS OUR AWARD.

1.
  - (a) That the Adjoining Owners' property is an independent building standing at or close to the boundary between the two owners' properties.
  - (b) That the Adjoining Owners' building as described in the attached schedule of condition is sufficient for the present purposes of the Adjoining Owners.
  - (c) That the schedule of condition dated 11<sup>th</sup> May 2015 with appended CD Rom of photographs is attached hereto as a record of fact and relates to the adjacent parts of the Adjoining Owners' premises prior to execution of the said works so far as can be ascertained without opening up or disturbing the structure or finishes.
  - (d) That the drawings and documents listed in the document register attached hereto form part of this Award.
2. That after service of the signed Award the Building Owner shall be at liberty, but under no obligation, to carry out the following works (hereinafter referred to as 'the works'):
  - (a) To take down a section of boundary fence, excavate for and form a new external wall both below and above the ground for the new rear extension using reinforced concrete wall and foundations below ground and a brick cavity wall above ground, capped with pre-cast concrete copings on a damp proof course, or similar. All construction except the toe of the foundation (if any) is to be wholly on the land of the Building Owner.
  - (b) To excavate for and lay foundations to lower level and within 3 metres of the Adjoining Owners' property.

3. That no deviation from the works shall be made without the prior written agreement of the owners, or surveyors acting on their behalf and with their express authority, or in the event of a dispute determined by the appointed surveyors in accordance with section 10 of the Act.
4. That if the Building Owner commences the works, the Building Owner shall:
  - (a) Execute the whole of the works and do so at the sole cost of the Building Owner.
  - (b) Take all reasonable precautions and provide all necessary support to retain the land and buildings comprised within the Adjoining Owners' property.
  - (c) Unless otherwise agreed in writing by the two owners, erect a temporary screen along the boundary fence line to isolate and protect the Adjoining Owners' property from the works to form the new external walls. The screen is to comprise 2.4m high plywood or Building Adjoining Owner's land and shall be erected and remain in place for only as long as necessary to undertake the Award works described herein, such period to be agreed directly between the two owners.
  - (d) Make good all structural or decorative damage to the Adjoining Owners' property occasioned by the works in materials to match the existing fabric and finishes, to the reasonable satisfaction of the two surveyors, such making good to be executed upon completion of the works, or at any earlier time deemed appropriate by the two surveyors. If so required by the Adjoining Owners, the Building Owner shall make payment in lieu of carrying out the work to make the damage good, such sum to be determined by the two surveyors.
  - (e) Indemnify the Adjoining Owners in respect of injury to or loss of life of any person or damage to property caused by, or in consequence of, the execution of the works and the costs of making any justified claims. The Building Owner is to maintain or cause contractor(s) to maintain adequate insurance against such risks and provide evidence of this upon demand by the Adjoining Owners' surveyor.
  - (f) Permit the Adjoining Owners' surveyor to have access to the relevant parts of the Building Owner's property at all reasonable times during, and to inspect, the progress of the works.
  - (g) Carry out the whole of the works so far as practicable from the Building Owner's side of the boundary between the two properties. Where access to the Adjoining Owners' property is required, reasonable notice shall be given in accordance with section 8 of the Act. In the event the Building Owner wishes to carry out the works from or to erect scaffolding on or over the Adjoining Owners' property for the purpose of the notifiable works, details

thereof shall first be submitted to and approved by the two surveyors and such approval shall be subject to such conditions as the two surveyors may agree.

- (h) Instruct her contractor to clad the external faces of any scaffolding near the party wall in protective sheeting or netting and alarm the scaffolding when not in use.
- (i) Remove any scaffolding or screens as soon as possible and clear away any dust and debris from time to time as necessary, or when agreed by the two surveyors.
- (j) Instruct her contractor to provide a full temporary works package, underpinning and piling method statements and programme of works to the two surveyors for their comment and approval prior to commencement of the notifiable works. Such package shall also include full details of the hoarding and cycle store referred to in clauses 4c and 4d of this Award plus protection of the paths and drains of the Adjoining Owners' side passage.
- (k) Provide the two surveyors with such further method statements as they may reasonably require in relation to the works that are the subject of this Award prior to carrying out the works.
- (l) Reinstate the boundary fence affected by the erection of the new external wall on the same line as existing.
- (m) Instruct her contractor to undertake a CCTV inspection on all drains serving the Adjoining Owners' property alongside the notifiable works both before and after the works and provide the two Surveyors with a copy each of the DVD and report arising from the same.
- (n) Ensure that the excavation works are carried out in strict accordance with the approved sequence of works and that the Building Owner's structural engineer is alerted to any variations arising on site as the works progress and furthermore ensure that the two Surveyors are informed of the same for their consideration and further input.
- (o) Instruct her contractor to give the Adjoining Owners or persons occupying the Adjoining Owners' building 24 hours advance warning of noisy works to be carried out adjacent to the boundary involving chasing, drilling, or hacking out works with the use of pneumatic or any mechanical breaking, vibrating or cutting equipment for prolonged periods.
- (p) Take all reasonable precautions to ensure that there is no unauthorised access onto the Adjoining Owners' premises from the Building Owner's premises, by site operatives, scaffolding, hoists, ladders or any other equipment being used during the progress of the said agreed works.

- (q) Instruct her contractor to notify the project engineer immediately if water is encountered above the excavation level for the foundations during the works. In the event of this occurring, the notifiable work is to be suspended until revised structural information is obtained from the engineer and the Surveyors agree that notifiable works can restart.
  - (r) Instruct the project engineer to undertake inspections of the notifiable works at critical stages who in turn shall provide the two Surveyors with a brief report based on the findings of each inspection.
  - (s) Ensure the works details referred to in clause 4(j) of this Award are provided to the project engineer at least 7 days prior to notifiable work commencing for his written agreement, a copy of which shall be provided by the engineer to the two Surveyors.
5. That in connection with clause 2a of this Award, the Building Owner's contractor shall be permitted access adjacent to the boundary for a period of up to 4 weeks to facilitate the works. The Building Owner will agree any variation to the permitted access period directly with the Adjoining Owners; any disputes in relation to varying the permitted access period or any other matter in connection with this element of the works may be referred to the two surveyors for their determination.
  6. That the Building Owner's surveyor shall be permitted access to the Adjoining Owners' property from time to time during, and to inspect, the progress of the works at reasonable times and after giving reasonable notice.
  7. The Building Owner's professional advisers and contractors, may enter upon the Adjoining Owners' property for the purpose of checking constructional details thereof to facilitate the design and execution of the works, insofar as such access is reasonably necessary and reasonable notice is given in accordance with the Act.
  8. That the whole of the works shall be executed in accordance with the Building Regulations, and all requirements and by-laws of statutory authorities, where these apply and shall be executed in a proper and workman-like manner in sound and suitable materials in accordance with the terms of this Award to the reasonable satisfaction of the two surveyors.
  9. That the said Surveyors are not designers for the purposes of the Construction (Design and Management) Regulations 2015 (CDM 2015), and have not approved any design, such design being the responsibility of the Principal Designer as defined in the Regulations.
  10. That the works shall be carried through with reasonable expedition after commencement and so as to avoid unnecessary inconvenience to the Adjoining Owners or occupiers.

11. No works the subject of this Award shall be permitted at weekends, bank holidays and before 08:00 and after 18:00 Monday to Friday.
12. Restrict noisy works to which this Award relates to between the hours of 9.30am and 4.30pm Monday to Friday, with no such noisy work to be carried out on Saturdays, Sundays or public holidays. If unnecessary inconvenience is being caused to the Adjoining Owners or occupiers then the appointed surveyors reserve the right to alter these hours.
13. Noisy works shall not be permitted during the hours referred to in clause 11 of this Award where the Adjoining Owner shall be undertaking consultation work at home. This clause shall only take effect if the Adjoining Owner provides written confirmation of their consultation appointments to the Building Owner or her contractor 1 week before the forthcoming week's works are to commence.
14. That the signed Awards shall be delivered forthwith to the parties by their respective surveyor. An unsigned copy thereof shall be provided for the Adjoining Owners' surveyor by the Building Owner's surveyor. A further copy shall be provided for the Building Owner's contractor by the Building Owner who shall make the contractor aware of its contents.
15. That the Building Owner shall immediately on the signing of this Award pay the Adjoining Owners' surveyor's fees of £2,137.50 plus VAT in connection with the preparation of this Award, one interim and a final inspection of the Adjoining Owners' property on completion of the Award works. In the event of damage being caused or other contingencies or variations arising, a further fee shall be payable at a rate of £150.00 per hour plus VAT.
16. That the said surveyors reserve the right to make and issue any further Award or Awards that may be necessary, as provided in the Act.
17. That the Building Owner's authority to carry out the works under this Award is conditional upon the works being commenced within 12 months from the date of this Award and, having commenced, not having been suspended for a period exceeding 3 months. Should either event occur, this Award shall be void.
18. That either of the parties to the dispute may within 14 days from the date this Award is served on them appeal to the county court against this Award under section 10(17) of the Act.
19. This Award is made without prejudice to the rights of any other persons or bodies having an interest in the said two properties.
20. This Award is made without prejudice to any other rights or remedies which the Building Owner and Adjoining Owners may possess generally in relation to the said Award works and specifically to unreasonable disturbance to the normal residential occupation of the Adjoining Owners' land and buildings.

21. The drawings and/or other documents produced 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.

IN WITNESS WHEREOF we have set our hands this            day of  
Two Thousand and Fifteen

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Surveyor to the Building Owner

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Surveyor to the Adjoining Owners

WITNESS

WITNESS

Name: .....

Name: .....

Address: .....

Address: .....

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Occupation: .....

Occupation: .....

**DOCUMENT REGISTER RELATING TO THE AWARD BETWEEN 19 AND 21 PARLIAMENT HILL,  
LONDON NW3 2 TA**

1. Schedule of Condition dated 11<sup>th</sup> May 2015.

2. Drawings by FinleyHarrison Architectural:

- a. 034(P)001
- b. 034(P)002
- c. 034(P)003
- d. 034(P)004
- e. 034(P)005
- f. 034(P)006
- g. 034(P)200
- h. 034(P)201
- i. 034(P)202
- j. 034(P)203
- g. 034(P)204
- h. 034(P)300
- i. 034(P)301
- j. 034(P)302

3. Drawings by Michael Alexander Consulting Engineers:

- a. P2957 BIA01 01C
- b. P2957 BIA02 02C
- c. P2957 BIA03 03C
- d. P2957 BIA10 10C
- e. P2957 BIA10 11C

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Surveyor to the Building Owner

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Surveyor to the Adjoining Owners