

An AWARD under the provisions of the PARTY WALL ETC ACT 1996 to be served forthwith on the appointing owners under Section 10(14).

between

and

in the matter of

and

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 ... of (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 ... (hereinafter called 'the building owner's property').

AND WHEREAS ... of ... (hereinafter called 'the adjoining owner') is an owner within the meaning of the Act of the premises known as ... (hereinafter called 'the adjoining owner's property').

AND WHEREAS on the ... of ... the building owner served notice on the adjoining owner under section 2 (2) paragraphs ...of the Act of its intention to execute the building works described therein at or adjacent to the boundary between the building owner's property and the adjoining owner's property (hereinafter together called 'the two properties').

AND WHEREAS a dispute or deemed dispute has arisen between the building owner and the adjoining owner (hereinafter together called 'the parties') within the meaning of the Act.

AND WHEREAS the building owner and adjoining owner have appointed ...of **Stuart Radley Associates, Unit 5, Tungsten Building, George Street, Portslade, BN41 1RA** (hereinafter called 'the agreed surveyor') to act as the agreed surveyor.

It is a requirement of the Act that the agreed 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 owner including: the right to execute the work, the time and manner of executing the work, and any other matter arising out of 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 the surveyor in this award or subsequently during works on site shall not be taken to imply any responsibility by him or his 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, I the undersigned, being the agreed surveyor, and having considered the proposals made by the building owner and any other relevant matters brought to my attention but without prejudice to any other rights of the parties or of any other persons DO HEREBY MAKE THIS MY AWARD.

1. (a) That the structure separating the two properties is a party structure within the meaning of the Act.
- (b) That the said party structure as described in the attached schedule of condition is sufficient for the present purposes of the adjoining owner.
- (c) That the schedule of condition dated ... signed by me, the agreed surveyor, is attached hereto as a record of fact and relates to the adjacent parts of the adjoining owner's premises prior to the execution of the said work so far as can be ascertained without opening up or disturbing the structure.

- (d) That the 'List of Drawings and Documents' attached to this Award and signed by the agreed surveyor, identifies all drawings and other documents attached hereto and forms part of this Award.
2. That after the service of the signed award the building owner shall be at liberty, but shall be under no obligation, to carry out the following works (hereinafter referred to as 'the works'):
- To insert steel beams into the party wall supported on padstones to facilitate a loft conversion.
 - Carry out render repairs the party firewall.
 - To expose the party wall by removing the building owner's roof covering.

The proposed works are shown on the attached architects drawings.

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3. That no material deviation from the works shall be made without the prior written agreement of the owners, or the agreed surveyor acting on their behalf and with their express authority, or in the event of a dispute determined by the appointed surveyor in accordance with section 10.
4. That if the building owner commences works, the building owner shall:
- (a) Execute the whole of the works and do so at the sole cost of the building owner.
 - (b) Ensure that beams, which are to be supported off the party wall, are to be supported on a padstone as per the engineer's design. In any event the beams are not to be inserted into pockets any deeper than half the depth of the party wall.
 - (c) Take all reasonable precautions and provide all necessary support to retain the land and buildings compromised within the adjoining owner's property.
 - (d) Make good all structural or decorative damage to the adjoining owner's property occasioned by the works in materials to match the existing fabric and finishes, to the reasonable satisfaction of the adjoining owner, with such making good to be executed upon completion of the works, or at any earlier time agreed by the owners. If so required by the adjoining owner, make payment in lieu of carrying out the work to make the damage good, with such sum to be agreed between the owners or in the event of a dispute determined by the agreed surveyor in accordance with section 10.
 - (e) Indemnify the adjoining owner 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.
 - (f) Maintain or cause contractor(s) to maintain adequate insurance against such risks.
 - (g) Compensate any adjoining owner and any adjoining occupier for any loss or damage which may result to any of them by reason of any work executed in pursuance of this Act and the costs of making any justified claims.

- (h) 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 owner's property is required for undertaking notifiable works, reasonable notice shall be given in accordance with section 8 of the Act. That in the event the building owner wishes to carry out any further works from or to erect scaffolding on or over the adjoining owner's property for the purpose of the works, details thereof shall first be submitted to and approved by the agreed surveyor and such approval shall be subject to such conditions as the agreed surveyor may agree. A minimum of 14 days' notice is to be provided to the adjoining owner and to the agreed surveyor. Scaffolding to be removed from the adjoining owner's property along with any debris as soon as possible after completion of the notifiable works.
 - (i) Clear away any dust and debris from time to time as necessary, or when agreed by the surveyor.
 - (j) Remove any scaffolding or screens from the adjoining owner's property as soon as possible. Sheeting is to be provided over the scaffolding to prevent debris from falling into the adjoining owner's garden.
 - (k) Provide the agreed surveyor with such method statements as he may reasonably require in relation to the works that are the subject of this award prior to carrying out the works.
 - (l) Comply with BS 5228 and The Control of Pollution Act 1974 Section 60 and any reasonable requests issued by the local Environmental Health Department.
 - (m) Restrict noisy or vibratory works to which this award relates directly to the party structure to a total of seven and a half hours between the hours of 08:30am and 4.00pm Monday to Friday and 9.00am to 1.00pm on Saturdays. No noisy works shall take place on Sundays or Public Bank Holidays.
5. That the agreed surveyor shall be permitted access to the relevant parts of the building owner's and adjoining owner's properties from time to time to inspect during the progress of the works at reasonable times and after giving reasonable notice
 6. That the building owner, its professional advisers and contractors, may enter upon the adjoining owner's 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 section 8 of the Act.
 7. 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 surveyor.
 8. That I being the agreed surveyor declare that for the purpose of the Construction (Design and Management) Regulations 2015 I have not approved any design, such design being referred back to the Principal Designer and the Designer in conjunction with the Planning Supervisor will on behalf of the Building Owner review the design for the purposes of the Construction (Design and Management) Regulations 2015.

9. That the works shall be carried through with reasonable expedition after commencement and so as to avoid unnecessary inconvenience to the adjoining owner or occupiers.
10. That the signed award shall be delivered forthwith to the parties. A further unsigned copy shall be provided for the building owner's contractor who shall be made aware of its contents by the building owner.
11. That the building owner shall upon completion of the works provide to the adjoining owner a set of the 'as built' drawings of the works insofar as they may be different from the drawings forming part of this award, at the sole cost of the building owner.
12. That the building owner shall immediately on the service of this award pay the agreed surveyor's fees in the sum of £... plus VAT in connection with the obtaining and making of this award and one subsequent inspection on completion of the works. In the event of further disputes being referred to the surveyor or other contingencies or variations arising, a further fee shall be payable at a rate of £... per hour plus VAT.
13. That the said surveyor reserves the right to make and issue any further award or awards that may be necessary, as provided in the Act.
14. 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 hereof.
15. That this award is made without prejudice to the rights of any other persons or bodies having an interest in the said party wall.
16. That either of the parties to the dispute may within 14 days from the date of this award is served upon them appeal to the county court against this award.

IN WITNESS WHEREOF I have set my hand this day of
 Two Thousand and Seventeen

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Agreed Surveyor

WITNESS

Name

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Address

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Occupation

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