

This document is an Award under the provisions of the Party Wall etc. Act 1996 (**'the Act'**) made by the surveyors on

_____.

The parties

Building owner(s): _____ (**'the building owner'**)

Address for service: _____

Adjoining owner(s): _____ (**'the adjoining owner'**)

Address for service: _____

The properties

Building owner's property: _____ (**'the building owner's property'**)

Adjoining owner's property: _____ (**'the adjoining owner's property'**)

The notice(s)

Notice(s) under _____ dated _____

The surveyors ('the surveyors')

Building owner's surveyor: _____ (**'the building owner's surveyor'**)

Adjoining owner's surveyor: _____ (**'the adjoining owner's surveyor'**)

Third surveyor: _____ (**'the Third Surveyor'**)

Introduction

1. This award is a written determination in resolution of an actual or deemed dispute under the Act, the general purpose of which is to enable notifiable building works to be carried out by a building owner to or in the vicinity of the built structures separating their property from that of an adjoining owner, while, at the same time, preventing unnecessary damage or interference to the adjoining owner's property or its occupants. The Act sets out the rights and responsibilities of the owners.
2. The contents of this award can be challenged by appeal in the County Court. Such an appeal must be issued within 14 days of receipt of this award.
3. Reference to 'the surveyors' herein is a reference to the duly appointed and/or selected surveyors and, where the Act and the context permits, may be a reference to one, two or three individuals.

Award

4. After service of the signed award, the building owner may carry out the following works ('the works'):
 - a) Excavate within a distance of three metres and to a depth greater than that of the foundations of a structure on the adjoining owner's land in order to form a new extension.
 - b) Cut off projecting foundations.
 - c) Underpin the party wall [The Adjoining Owner having given written consent to the use of special foundations].
 - d) Raise the party wall / party fence wall.
 - e) Cut into the party wall to insert padstones, structural steels, floor ties and lead flashing.

- f) Cut away from the party wall the projecting chimney breasts and support the remaining brickwork of the chimney stacks.
 - g) Expose the party wall temporarily during the building works.
 - h) Build a new wall and foundations up to but not over the line of junction.
5. The following documents appended to this award form part of this award:
- a) A schedule of condition taken on _____, which records the condition of the relevant parts of the adjoining owner's property identified at that date.
 - b) That the drawings, calculations, method statements and other information listed in the attached Documents Register and signed by the said surveyors forms part of this award.
6. No deviation shall be made from the works without the agreement of the owners (or surveyors acting on their behalf), or in the event of a dispute determined by the surveyors in accordance with section 10 of the Act.
7. If the building owner commences the works, they 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 owner's property.
 - (c) Restrict works to which this Award relates to the party wall to between the hours of 8.00am and 6.00pm Monday to Friday and between 8:00am and 1.00pm on Saturdays with no working on Sundays (except

for emergencies) in accordance with Council guidelines. No works shall be permitted on Sundays or Public or Bank Holidays. Works which give rise to noise or vibration which causes undue inconvenience to the adjoining owner shall either be rescheduled at a more suitable time or completed in a manner that the inconvenience is removed.

- (d) Ensure that all temporary propping and support is vetted and approved by the building owner's structural engineer and that all structural work is checked and monitored by the building owner's structural engineer. No excavation or removal of existing structural elements is to be carried out until the building owner's structural engineer is satisfied with the contractor's temporary work. Temporary work is not to be altered or removed without the building owner's structural engineer's approval.
- (e) Instruct the contractor to insert sacrificial shuttering to the 'outside' edge of the underpinning excavations below the party wall (i.e. below the face of the party wall to the adjoining owner's side), in order to avoid any concrete overspill onto the adjoining owner's land. The costs of breaking out excessive concrete overspill during any future basement development works by the current adjoining owner will be contra-charged to the current building owners or their successors in title.
- (f) Provide temporary weathering in the form of heavy duty felt secured by timber battens at 1 metre centres both horizontally and vertically to those parts of the adjoining owner's property/party wall exposed as a result of the works and maintain this until permanent weathering has been provided unless otherwise agreed in writing by the surveyors.
- (g) No beams are to penetrate beyond the halfway point of the party wall.

- (h) No elements of the roof structure or guttering thereto are to overhang the newly raised sections of party wall or the adjoining owner's land or premises.
- (i) Ensure that any terrestrial aerials, data cables and satellite dishes affixed to the adjoining owner's property adjacent to the party wall are not disturbed during the works, or that they are temporarily relocated and replaced later after works in the same and operational condition as before when the works commenced.
- (j) During the works the building owner is to ensure that the gap between existing and proposed extensions is kept free from mortar droppings, debris, etc. by employing a suitable method of protection during construction. On completion, the gap is to be checked and all debris removed by the building owner's contractor.
- (k) The building owner will take all reasonable precautions to ensure that there is no unauthorised access onto the adjoining owner's 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.
- (l) The working platforms of any scaffold extending up to the boundary or placed on the adjoining owner's land or buildings shall be enclosed with imperforate sheeting to prevent any debris or materials from falling onto the adjoining owner's property and erected so as not to compromise the adjoining owner's security.
- (m) Keep surrounding areas and the property belonging to the adjoining owner clean from dust and debris arising from the works. All such areas shall from time to time as necessary and on completion of the works, be cleaned to a reasonable condition but not worse than its original condition before the works commenced, to the reasonable satisfaction of the surveyors.

- (n) Provide temporary dust covers to the fireplaces to prevent dust and debris from egressing during the course of works likely to cause such.
- (o) Provide the surveyors with such 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.
- (p) Take, or require precautions to be taken, to ensure that when any works are being carried out which may present a health and safety risk to the occupants of the adjoining owner's property that the occupants are warned and effective precautions to protect them are put in place. In particular, ensure that when working overhead adequate precautions are taken to protect against the risk of falling objects or debris (kick-boards and reinforced protective sheeting to be fixed to scaffolding and access platforms close to the boundary and where necessary).
- (q) Require the building owner's structural engineer to inspect the underpinning/structural works referred to in Section 2 as often as the engineer considers necessary to ensure that these are carried out in accordance with the design and to ensure that any external factors accord with any assumptions made during the design process, (or to revise the design if applicable).
- (r) The building owner will engage a specialist contractor to provide electronic monitoring of the building and must supply the details of where it is intended to set up the monitoring points for the structural engineer to review. The monitoring should be undertaken on a fortnightly basis during the basement works and once three months after the completion of the notifiable excavation works and the results of that monitoring provided to the both surveyors and the structural engineer for their information and attention. In the event of cumulative movement of +/- 5mm being measured, a code amber trigger level

should be deemed to have been reached and all interested parties, including the surveyors and the engineer, should be informed and further actions agreed by the surveyors and implemented by the building owner. In the event of cumulative movement of +/- 8mm being measured, a code red trigger level shall be deemed to have been reached and all interested parties including surveyors and engineer will be duly informed. Works will stop and be made safe. An addendum Award will be entered into, setting out whether or not the building owner's works can re-commence, and if so additional precautions or modifications to the proposals.

- (s) Make good all structural, decorative and horticultural 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 surveyors, with such making good to be executed upon completion of the works, or at any earlier time deemed appropriate by the agreed surveyors. 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 determined by the surveyors.
- (t) The building owner consents that the adjoining owner, or any future owner, may form their own basement and enclose upon the underpinning below the party wall; however, in accordance with section 11(11) of the Act the adjoining owner will be required to contribute half of the construction cost of the wall. Those costs will be determined at current prices if and when the works proceed.
- (u) Compensate the adjoining owner and/or occupier for any loss or damage which may result to any of them by reason of any work executed in pursuance of the Act.
- (v) Permit the surveyors to have access to the relevant parts of the building owner's property at all reasonable times to inspect the progress of the works.

- (w) 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, notice shall be served in accordance with section 8 of the Act in a period of not less than 14 days ending with the day of the proposed entry. Such access is not to take place unless the details and timing are agreed with the adjoining owner or in the event of dispute determining by the appointed surveyors in accordance with Section 10 of the Act.
- (x) Ensure that cutting into the party wall for bearings is to be undertaken using hand held tools or rotary disc cutters without percussion to minimise the risk of damage to the party wall and that the wall is cut into to a depth no greater than 50%.
- (y) Require precautions to be taken to ensure that any scaffolding or access platforms associated with the works do not prejudice the security of the adjoining owner's property by facilitating access to windows. In particular, ensure that ladders are removed and scaffolding is inaccessible when the site is unoccupied.
- (z) Require that opaque sheeting is provided to scaffolding as necessary to protect the adjoining owner's privacy (by preventing views into windows).
- (aa) Ensure that lead flashings are detailed and fixed in accordance with the recommendations of the Lead Sheet Association.
- (bb) Ensure that where chimney breasts are removed, any voids in the party wall are in-filled with brickwork or concrete block-work. The building owner is responsible to maintain that the adjoining owner's flue is still open and usable unless agreed between both owners that the flue is currently unusable, or the adjoining owner does not require it to be usable.

- (cc) Maintain a secure boundary between the Building Owners' property and works and the Adjoining Owner's property at all times to maintain the Adjoining Owner's health and safety, privacy and security. The hoarding is to be a minimum 1.8m high and of solid (imperforate) construction (i.e. open mesh type fencing is not suitable). The hoarding should not unduly affect the adjoining owners' use of their garden amenities or cause any undue damage to the plants and shrubs fixed adjacent and close to the boundary and should provide the contractors with sufficient working space. Protect any paving within the area of access with plywood laid over heavy gauge polythene. Retain the hoarding in-situ until the newly constructed wall is complete and then remove without delay.

- (dd) Remove the boundary fence alongside the footprint of the proposed extension and store the materials in a location to be agreed with the adjoining owner/occupier. Upon completion of the works, reinstate the fence as close as possible to its original location if required by the adjoining owner or alternatively from the rear corner of the new extension using either the original materials or materials of similar type and quality.

- (ee) Remove all scaffolding and protection as soon as possible and clear away all dust and debris as it accumulates.

- (ff) Hold the adjoining owner free from liability for any injury or loss of life to any person or damage to premises caused by, or in consequence of, the execution of the said works and the costs of making any justified claims.

- (gg) The building owner is to maintain or cause contractors to maintain adequate insurance against such risks and provide evidence of this upon demand by the adjoining owner or the surveyors. However, it is

not within the jurisdiction of the surveyor under the Act to advise on, or approve, the adequacy of such insurance.

- (hh) No excavation within 3m of the Adjoining Owner's property is to remain open for longer than 48 hours, nor over any weekend, and shall be covered with an impervious board in the event of heavy rain and, in any event, every night for which the excavations remain open.
 - (ii) Where required, make sure that the local water authority/utility companies are notified of any build over agreements that may be necessary.
 - (jj) Inform the surveyors once the works have been completed.
8. **THAT** the surveyors shall be permitted access to the adjoining owner's premises during the progress of the works at reasonable times and after giving reasonable notice.
9. **THAT** the building owner shall ensure that the contractor is fully aware of the conditions of this award and that they are implemented into method statements and working practices insofar as the terms of the award are relevant. The building owner will provide the contractor with a copy to retain on site during the works.
10. **THAT** the whole 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 surveyors.
11. **THAT** the works shall be carried through with reasonable expedition after commencement and so as to avoid any unnecessary inconvenience to the adjoining owner.

12. **THAT** the signed awards shall be served on the appointing owners forthwith. All surveyors and engineer fees are to be paid immediately on service of the Award.
13. **THAT** the building owner shall immediately on the service of this award pay the building owner's surveyor's fees in the sum of £[insert net figure] plus VAT (£[insert gross figure] total) and the adjoining owner's surveyor's fees in the sum of £[insert net figure] plus VAT (£[insert gross figure] total) in connection with the obtaining and making of this award, and [insert number of agreed site visits] subsequent inspection(s) of the works.
14. **THAT** the building owner shall immediately on the service of this award pay the checking engineer's fees in the sum of £[insert net figure] plus VAT (£[insert gross figure] total). In the event of damage being caused or other contingencies or variations arising, any further engineer's fees shall also be payable.
15. Payment must be made on time, in full, and without any deduction, offset or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, who will incur additional costs. The additional costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate in addition to compensation and interest at the relevant reference rate, as provided for under the Late Payment of Commercial Debts (Interest) Act 1998. The building owner will be legally liable to pay the outstanding account plus additional costs, and payment of the same can be enforced in court.
16. In the event of damage being caused or other contingencies or variations arising, a further fee shall be payable at a rate of £[insert agreed time charge] per hour plus VAT to the building owner's surveyor and a rate of £[insert agreed time charge] per hour plus VAT to the adjoining owner's surveyor.

17. **THAT** the building owner shall pay the sum of £**insert amount** to the adjoining owner within 28 days of commencement of building operations, as an enclosure contribution in accordance with Section 11 (11) of the Act.
18. **THAT** prior to commencing works to excavate and underpin, or forming retaining walls, place on deposit the sum of £..... as Section 12 Security for Expenses in respect of the *underpinning* work to be released on the authority of the surveyors appointed under the Act.
19. **THAT** the adjoining owner has served notice under section 12(1) of the Act and the building owner will place the sum of £....., hereinafter referred to as “the Security”, in a secure trust with a UK based solicitor that is registered with the Law Society or in an escrow account ofbefore the works in clause 2 commence. The security is to be released in whole or part on the written authority of the surveyors to effect remedial works or in respect of consequential costs or expenses in the event of the works are abandoned or to provide protection or remedy any damage caused by the works. The building owner will be responsible for all costs and expenses and liability to the Escrow Agent concerned arising out of the administration of the matter. The building owner will be entitled to interest accruing on the lodged money. The said surveyors may instruct the Escrow Agent to release the Security or part thereof to the adjoining owner in order to pay for:
- (a) The completion of any works described in this award commenced by the building owner and left incomplete as required to protect the stability and integrity of the adjoining owner’s property.
 - (b) Any significant repairs to the adjoining owner’s property necessary to rectify damage caused by the works described herein.
 - (c) Any expenses incurred by the adjoining owner as a consequence of damage caused or non-completion of the works.
20. **THAT** the whole sum of Security plus any interest accruing or any residual part shall be refunded to the building owner on the instruction of the surveyors following completion of the works and completion of any remedial works

determined to be necessary by the surveyors to be required. Release of the security will not be unreasonably withheld or delayed. Any dispute arising out of or in connection with the lodged monies shall be determined in accordance with section 10 of the Act.

21. **THAT** a letter of confirmation from the holding solicitor/escrow agent in a form agreed by the surveyors must be provided to the surveyors prior to commencement of the works. This letter must confirm that the holding solicitor/escrow agent has received an irrevocable instruction from the building owner to comply with the above. The term “surveyors” shall include any successor appointed under the provisions of section 10(5) of the Act).
22. **THAT** the said surveyors reserves the right to make and serve any further award or awards that may be necessary, as provided in the Act.
23. **THAT** this award shall be null and void if the permitted works are not commenced within 12 months from the date of this award, or once commenced are suspended for a period exceeding 6 months. Should the works be stopped or, once commenced are abandoned or suspended for a period exceeding six months, the surveyors shall, after due consideration, direct the action to be taken by the building owner.
24. **THAT** the said surveyors is not a designer for the purpose of the Construction (Design and Management) Regulations and has not approved any design, such design being referred back to the designer, who, on behalf of the building owner, shall set for health and safety competence and risk/resource allocation if appropriate.
25. **THAT** either of the parties to the dispute may within 14 days from the date the award is served upon them appeal to the county court against this award.

Building owner's surveyor

Signed:

Date:

Adjoining owner's surveyor:

Signed:

Date:

Documents Register	
Site Address	
The following documents, drawings, photographs, etc. form part of this award;	
Description	Reference No.

Building owner's surveyor

Signed:

Date:

Adjoining owner's surveyor:

Signed:

Date: