

AWARD

Between

**Ridge Interiors Limited of 1 Mowat
Industrial Estate, Sandown Road,
Watford WD24 7UY**

and

Eamon O'Connor of



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 Ridge Interiors Limited of 1 Mowat Industrial Estate, Sandown Road, Watford WD24 7UY (hereinafter called 'the building owner') is the owner within the meaning of the Party Wall etc Act 1996 (hereinafter referred to as 'the Act') of the premises known as 20 Fatherson Road, Reading RG1 4PL (hereinafter called 'the building owner's property').

AND WHEREAS Eamon O'Connor, [REDACTED] (hereinafter called 'the adjoining owner') is the owner within the meaning of the Act of the premises known as 22 Fatherson Road, Reading RG1 4PL (hereinafter called 'the adjoining owner's property').

AND WHEREAS on the Thirtieth of October Two Thousand and Seventeen the building owner served notice on the adjoining owner under Section 3 and 6 (1) paragraphs a and b of the Act of their intention to execute the building works described therein adjacent to 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 within the meaning of the Act.

AND WHEREAS the building owner has appointed Vicky Dewey-Bruce BSc AssocRICS MFPWS of PWS Surveyors Ltd, Suite 7, Maple Court, Grove Park, White Waltham, Maidenhead, SL6 3LW (hereinafter called 'the building owner's surveyor') to act as their surveyor and the adjoining owner has appointed Phil Wortley PGDipSurv BSc(Hons) MRICS of Allied Surveyors & Valuers Ltd, Glendale House, Reading Rd, Burghfield Common, Reading RG7 3BL hereinafter called 'the adjoining owner's surveyor') to act as their surveyor.

AND WHEREAS the building owner's surveyor and the adjoining owner's surveyor (hereinafter together called 'the two surveyors') have selected Alex Frame MSc MRICS FASI FFPWS FCIQB MCMI of ADS Property Service, Taradale, Little Lane, Upper Bucklebury, West Berkshire RG7 6QX 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, 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.

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 owner 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 surveyors 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) The walls separating the two properties are party walls within the meaning of the Act.
 - (b) That the said building as detailed in the attached Schedule of Condition is sufficient for the present purposes of the adjoining owner.
 - (c) That the schedule of condition dated 16th September 2016 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 works so far as can be ascertained without opening up or disturbing the structure or finishings.
 - (d) That the drawings referenced on the Document Issue Register, which is signed by the two surveyors and attached hereto forms part of this award.
2. That after the service of the signed award the building owner shall be at liberty if they so choose, but shall be under no obligation, to carry out the following works (hereinafter referred to as 'the works'):
 - (a) To excavate for the purpose of investigation and substructure works including placing new footings to support the proposed extension.
 - (b) To extend the existing basement to provide additional habitable space.
 - (c) To demolish the existing party wall and rebuild in bricks to match existing in order to accommodate the proposed extension.
 - (d) To tie the party fence wall to the new structure.
 - (e) To demolish part of the existing party fence wall and rebuild in similar materials in order to accommodate the proposed extension.
3. That no deviation from the works shall be made without the prior written agreement of the parties, or of the surveyors acting on their behalf and with their express authority.
4. That if the building owner carries out the works they shall:
 - (a) Execute the whole of the works at the sole cost of the building owner.
 - (b) Take all reasonable precautions and provide all necessary support to retain the land and buildings of the adjoining owner. Such precautions and support must be detailed in a method statement to be agreed by the surveyors prior to commencement of work.
 - (c) Make good all damage to the adjoining owner's property occasioned by the works, including scaffolding, with 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 owner, make payment in lieu of carrying out the work to make the damage good, such sum to

be determined by the two surveyors and paid to the adjoining owner within fourteen days of the amount being determined by the two surveyors.

- (d) 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, in particular, in respect to the business and in the event of any damages arising.
- (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. The building owner is to maintain or cause their contractor(s) to maintain adequate insurance against such risks and provide evidence of this upon demand by either appointed surveyor.
- (f) Permit the adjoining owner's surveyor to have access to the building owner's property at all reasonable times during the progress of the works.
- (g) Clear away any dust and debris from time to time as necessary, or when required by the two surveyors.
- (h) Provide the two surveyors with any additional method statements as they may reasonably require in relation to the works a minimum of 14 days prior to commencement on site for approval.
- (i) Provide the two surveyors with a copy of the contractor(s) public liability insurance cover note prior to works commencing.
- (j) To execute the works in such manner as not to impose any stress sufficient to cause damage on the existing retained structure of the adjoining premises or to remove any permanent support or weather protection etc., at present enjoyed without satisfactory substitution and protection thereof.
- (k) Maintain a safe and secure site throughout the duration of the works taking place adjacent to and within close proximity of the adjoining owners land and property including the erection of a screen to the full length of the party fence wall for the duration of the works subject to this here award to a minimum height of 2 meters.
- (l) Take all reasonable practical steps to ensure that erection of hoarding and scaffolding, and the execution of works shall not interfere with windows or restrict access of the adjoining owner's premises or business, and that access to the adjoining owner's premises is not prevented and all works and access to be in accordance with the enclosed design and methodology.
- (m) Not discharge any additional rainwater from the building owner's property onto the land of the adjoining owner as a consequence of the works which are subject to this Award, unless separately agreed between the owners.
- (n) Have taken reasonable steps to ensure that the works proposed will not hinder or unduly complicate similar proposals of the adjoining owner/s in the future.
- (o) Carry out demolition works outside of the usual working hours of the adjoining owner's wherever possible and subject to sufficient protective hoarding being erected on or close to the boundary line. Should it be necessary to carry any demolition whilst the nursery is in operation this shall be subject to the detailed written methodology of the contractors being provided for the review and approval of the two surveyors.

- (p) Carefully erect a solid fixed hoarding encapsulating all scaffolding and projecting as little as possible onto the land of the adjoining owner's allowing for sufficient space to carry out excavation and construction works with any required scaffolding and supporting stands located from within the hoarded area in strict accordance with the enclosed design and methodology. The building owner's contractor shall adequately protect the adjoining owner's garden and property in relation to the excavation and construction works subject to this here award, including allowing safe access and egress to the garden from the rear door at all times. Should any vegetation compromise the erection of the required scaffolding and associated sheeting it shall be cut back to ensure that the safe erection of the scaffolding is allowed and privacy maintained. If the tree requires pruning, this must be carried out by a suitably qualified arboriculturalist and agreed with the adjoining owner. Where no agreement can be made, this should be referred to the two surveyors. They shall construct a secure hoarding, projecting as little as possible onto the adjoining owner's property so as to enable the construction of a new wall to the building owner's property's extension and to maintain security, safety and privacy to the adjoining owner's property. The ground area (on the adjoining owner's property) enclosed by the hoarding and or oversailing scaffolding shall be protected with timber boarding which shall be installed for the duration of scaffolding and hoarding on the adjoining owner's land. The hoarding and associated scaffolding may remain in position for a maximum of 8 weeks; after the expiry of this period or as soon as the party fence wall is rebuilt (if before the expiry of the maximum 8 week period described above), the hoarding and scaffolding is to be immediately dismantled, outside of the usual working hours of the adjoining owner, the ground protection removed and the adjoining owner's rear garden space reinstated back to the same condition described in the schedule of condition appended to this Award. During the course of the works, the area enclosed by the hoarding is to be periodically cleansed, swept and kept in a neat and tidy condition and shall not be used for the purpose of building material storage or any activity other than to access the adjoining owner's side of the boundary in order to complete works that are subject to this award. The building owner shall be liable for compensation to be paid to the adjoining owner at a pro rata rate of £800 per week worked on a day rate or part thereof. Details of any overrun shall be submitted to the two surveyors for resolution should any further dispute arise.
- (q) Ensure that excavations are carefully dug in bays not exceeding 1200mm and as indicated on the drawings and all material arising shall be collected and disposed of offsite progressively. The trenches shall be trimmed and levelled using hand tools and left free from debris. Temporary supports in the form of reinforced shuttering ply shall be installed to the sides of the excavations to protect them from collapse if necessary. The excavations shall be mass filled as soon as possible following the inspection of the Building Control Officer. Should further excavations be required these shall be in accordance with the Building Control Officers recommendations and the two surveyors shall be informed in writing.
- (r) Ensure that all fixtures and fitting within close proximity of the party fence wall are temporarily relocated or stored as directed by the adjoining owner for the duration of the Works subject to this here award and replaced as soon as possible on completion of the works. Where necessary protective coverings and or sheeting shall be supplied and installed at the sole cost of the building owner, subject to the reasonable acceptance of the two surveyors.

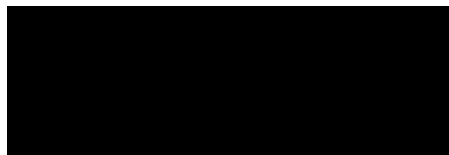
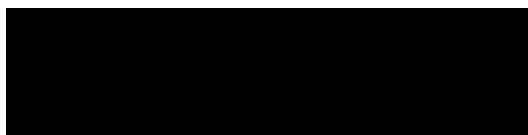
5. That the building owner, their professional advisers and contractor(s), may enter upon the adjoining owner's property for the purpose of checking constructional

details thereof to facilitate the design and execution of the works, insofar as such access is reasonably necessary and a minimum of 14 days written notice is given in accordance with Section 8 of the Act. Photographic ID will be required by any personnel and they must report to reception and sign in. All recording equipment including mobile telephones must be surrendered or where necessary for the purpose of the visit be registered and any other procedure must be complied to in accordance with the adjoining owner's operating procedures. Where photographic evidence is required any photographs taken shall be reviewed by the adjoining owner's representative before leaving the site.

7. That the building owner's surveyor shall be permitted access to the adjoining owner's property from time to time during the progress of the works at reasonable times and after giving a minimum of 14 days written notice. Any such access will be subject to the adjoining owner's normal business practices, security and child protection arrangements.
8. That the whole of the works shall be executed in accordance with the Building Regulations, Town and Country Planning Acts, 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 works shall be carried through with reasonable expedition after commencement and so as to avoid any unnecessary inconvenience to the adjoining owner. In particular, works to the party wall or within 3 metres of the adjoining owner's property shall only be carried out between 9.00 am to 5pm Monday-Friday with no restriction on weekends, subject to the approval of the local authority. Noisy works including those which may cause vibration to the adjoining owner's property may be carried out for a maximum of 2 hour intervals followed by 1 hour (minimum duration) rest period). The execution of percussive works to the party wall or within 3 m of the adjoining owner's property for any continuous duration exceeding 2 hours is prohibited. Noisy works directly to or within 3m of the Party Wall shall also be prohibited Monday to Friday between the hours of 11am and 3pm without prior written consent from the adjoining owner.
10. That the signed awards shall be served forthwith to the parties. An unsigned copy thereof shall be provided for the adjoining owner's surveyor. A further copy shall be provided by the building owner to the building owner's contractor who shall be made aware of its contents.
11. That the building owner shall immediately on the service of this award pay the adjoining owners' surveyors costs by way of their surveyors fees of £1,525 plus VAT. In the event of damage being caused or other contingencies or variations arising, a further fee shall be payable at a rate of £150 per hour plus disbursements plus VAT and shall immediately on the service of this award pay the building owner's surveyor's costs by way of their surveyors fees of £350 plus VAT (£420) for reaching and serving this here award. In the event of damage being caused or other contingencies or variations arising, a further fee reasonable shall be payable.
12. 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.
13. That this award shall be null and void if the permitted works are not commenced within 12 months from the date hereof.

14. That this award is made without prejudice to the rights of any other persons or bodies having an interest in the said party wall.
15. That the drawings and/or other documents provided by others and attached to or referred to in this Award, are accepted in good faith, taken to be accurate and properly showing the details of the agreed works to be undertaken.
16. That once commenced the works shall be carried out diligently. Should the works be stopped or, once commenced are abandoned or suspended for a period exceeding one month, the two surveyors, shall, after due consideration, direct the action to be taken by the appointing owners in so far as they are entitled under the Act.
17. That either of the parties to the dispute may within 14 days from the date this award is served upon them appeal to the county court against this award.
18. That nothing in this Award shall be held as conferring, transferring or ascribing any responsibility to the appointed surveyors in regard to Health & Safety matters and in particular, in relation to the Construction (Design and Management) Regulations 2015. That we, being the two surveyors, declare that for the purpose of the Construction (Design and Management) Regulations 2015, we have not approved any design, such design being referred back to the principle designer during pre-construction phase and the principle contractor during the construction phase, on behalf of the building owner, vet for Health & Safety competence and risk and resource allocations.

IN WITNESS WHEREOF We have set our hands this 28th day of February Two Thousand and Eighteen.



Phil Wortley PGDipSurv BSc MRICS

Document Issue Register

Drawings by Arcadia Design Consultants and Alpha Design Partners

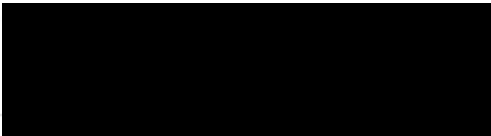
PL/A255/101 - Existing Floor Plans
PL/A255/03 - Existing Side Elevation & Section AA
PL/A255/104 - Proposed Floor Plans
PL/A255/105 - Proposed Front & Rear Elevation
PL/A255/106 - Proposed Side Elevation & Section AA
PL/A255/107 - Location Plan & Proposed Site Plan
MOHT/20FATH/16/01 – Proposed Plans
MOHT/20FATH/16/02 – Proposed Plans
MOHT/20FATH/16/03 – Proposed Plans
MOHT/20FATH/16/04 – Proposed Plans
MOHT/20FATH/16/05 – Retaining Wall and Under-Pinning Plan
MOHT/20FATH/16/06 – Section B-B
MOHT/20FATH/16/07 – Section A-A

Documents by JPP Consulting

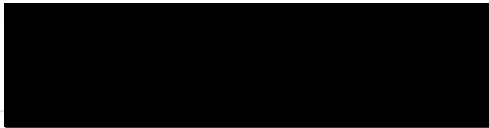
9039MN.001
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Party Wall Services

Schedule of Condition 16th September 2016 and checked on 1st November 2017



Vicky Dewey-Bruce
Bsc AssocRICS MFPWS
Building Owners' Surveyor



Phil Wortley
PGDipSurv BSc(Hons) MRICS
Adjoining owner's Surveyor