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| **AN AWARD**Under the Provisionsof the Party Wall etc. Act 1996To be served on theAppointing Owners in Accordancewith Section 10(14)In relation toFlat 3, 2nd Floor, 10 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GYAnd12 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GYDealing withdxregrergBetweenMr Martin SmithAndDr James Williams |

**AN AWARD** under the Party Wall etc. Act 1996, to be served to the Appointing Owners, under Section 10(14)

**WHEREAS** Mr Martin Smith of Flat 3, 2nd Floor, 10 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GY (the 'Building Owner') as an owner within the meaning of the Party Wall etc. Act 1996 (the 'Act’) of the premises known as Flat 3, 2nd Floor, 10 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GY (hereinafter referred to collectively as the 'Building Owner's property’) did on the 28 April 2018 serve upon Dr James Williams of 12 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GY (hereinafter referred to as the 'Adjoining Owner') an owner within the meaning of the Act of the adjoining premises known as 12 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GY (hereinafter referred to as the 'Adjoining Owner's property’) notice of his intention to exercise the rights given to him under section 1(2); section 1(5); section 1(6) and Section 2.2 sub-sections (a),(b) and section 6(1); section 6(2) of the Act by executing works as more particularly defined in the Notice.

**AND WHEREAS** a dispute is deemed to have arisen, within the meaning of the Act.

**AND WHEREAS** the Building Owner has appointed Philippe Weyland of Party Wall PRO, 14 Yale Court, Honeybourne Road, London, London, NW61JF (hereinafter referred to as the 'Building Owner's Surveyor) to act as his Surveyor and the Adjoining Owner has appointed Daniele Casal, Innovation Linx, Honeybourne Road, 14 Yale Court (hereinafter referred to as the 'Adjoining Owner's Surveyor’) to act as their Surveyor.

**AND WHEREAS** the Building Owner’s Surveyor and the Adjoining Owner’s Surveyor (hereinafter jointly referred to as the ‘Two Surveyors’) have selected Graham North of Anstey Horne, 4 Chiswell St, London EC1Y 4UP to act as Third Surveyor in accordance with the provisions of the Act or, in the event of him being unable or unwilling to act and they being unable to jointly agree upon a substitute, a Surveyor to be appointed by the Appointing Officer of the relevant Local Authority in accordance with Section 10(8) of the Act.

1. **NOW WE**, being the Two Surveyors so appointed by the owners and the Adjoining Owner’s property having been inspected, **DO HEREBY AWARD AND DETERMINE** as follows:-

1.
2. That the condition of those parts of the Adjoining Owner’s property in close proximity to the works is documented within the Schedule of Condition dated N.A., and attached hereto and as referenced on the Document Issue Register attached and signed by the Two Surveyors; such Schedule forming part of this Award.
3. That the Adjoining Owner’s property described in the Schedule of Condition referred at Clause 1(b) is sufficient for the present purposes of the Adjoining Owner.
4. That the documents referenced on the Document Issue Register attached hereto and signed by the Two Surveyors form part of this Award.
5. **THAT** following the service of this Award, and notwithstanding the Owners right to appeal in accordance with Section 10(17) of the Act, the Building Owner shall be at liberty, but without obligation, to carry out the following works (hereafter referred to as “the Works”):-
6. Under section 1(2), subject to your written consent it is intended to build on the line of junction of the said lands a party wall/party fence wall.
Under section 1(5), to build on the line of junction of the said lands a wall wholly on my/our own land.
Under section 1(6), to place projecting footings and foundation below the level of your land at my/our expense.

Section 2.2 sub-sections (a),(b)

- To underpin, thicken or raise a party structure, a party fence wall, or an external wall which belongs to the building owner and is built against a party structure or party fence wall;
- To make good, repair, or demolish and rebuild, a party structure or party fence wall in a case where such work is necessary on account of defect or want of repair of the structure or wall;

Under section 6(1) it is intended to build within 3 metres of your building and to a lower level than the bottom of your foundations, by carrying out the works detailed below.

And under section 6(2) it is intended to build within 6 metres of your building and to a depth as defined in the Act, by carrying out the works detailed below.
7. **THAT** in accordance with the provisions of Section 7(5) of the Act no deviation from the Works shall be made without prior consultation with and agreement by the Adjoining Owner or in the event of a dispute, determined by the Two Surveyors in accordance with Section 10 of the Act. The Two Surveyors reserve the right to refer such changes to further Awards.
8. **THAT** if the Building Owner exercises the above rights and carries out the Works described at Clause 2 of this Award he shall:
9. Execute the whole of the aforesaid Works at the sole cost of the Building Owner.
10. Carry out the Works entirely in accordance with the drawings and documents attached to this Award and as listed on the Document Issue Register.
11. Take all reasonable precautions and provide all necessary shoring to retain the Adjoining Owner's property.
12. Ensure that at no time will the Works be left incomplete so that the Adjoining Owner’s property or land is left in a dangerous condition or inadequately protected.
13. Make good forthwith all damage to the Adjoining Owner’s property occasioned by the said Works in materials to match existing and to the satisfaction of the Two Surveyors, or at the request of the Adjoining Owner, make a payment to the Adjoining Owner in lieu of making good the Adjoining Owner’s property in such sum agreed and determined by the Two Surveyors to represent the cost thereof.
14. Fully indemnify the Adjoining Owner from liability in respect of any injury or loss of life to any person or damage to property caused by or in consequence of the execution of the said Works and bear the cost of making any justified claims.
15. Maintain or cause contractor(s) to maintain adequate insurance against such risks and provide evidence of this upon demand by the Adjoining Owner.
16. Carry out the whole of the Works, so far as practicable, from the Building Owner's side. Where access to the Adjoining Owners’ property is required to carry out the Works from the Adjoining Owners’ property 14 days written notice shall be given in accordance with Section 8 of the Act, except in the case of any emergency.
17. Permit the Adjoining Owner's Surveyor to have access to the Building Owner's property at all reasonable times during the progress of the said Works, subject to reasonable notice and any Health & Safety restrictions that may be applicable to the area of the site concerned.
18. Ensure that dust and debris arising from the Works which are the subject of this Award is cleared away from time to time as necessary and upon completion of the Works.
19. Ensure that the content of this Award is made known to any consultants, contractors or other persons engaged to facilitate or implement the Works.
20. **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 notice in accordance with the act.
21. **THAT** the whole of the Works referred to in this Award shall be executed in accordance with the regulations and Bye-Laws of the Local Authority and other properly constituted authorities and to the satisfaction of the Building Control Officer or independent Certifying Officer and shall be executed in a proper and workmanlike manner in sound and suitable materials in accordance with the terms of this Award to the reasonable satisfaction of the Two Surveyors.
22. **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. General working hours will be 8am – 6pm Monday to Friday and 8am – 1pm Saturday, with no Works on Sundays or Bank Holidays.
23. **THAT** a signed copy of the Award shall be served immediately on the Appointing Owners by their respective Surveyors. An unsigned copy shall also be provided for the Adjoining Owner's Surveyor. A copy of the Award shall be provided and retained on site for the Building Owner’s contractor who shall be made aware of its contents.
24. **THAT** the Building Owner shall on the signing of this Award pay the Adjoining Owner's Costs by way of their Surveyor's costs in the sum of £1,000.00 plus VAT and disbursements in connection with the preparation of this Award and a final inspection of the Adjoining Owner’s premises. In the event of damage being caused or other contingencies or variations arising, a further fee shall be payable at a rate of £10.00 per hour plus VAT and disbursements.
25. **THAT** the drawings and other documents produced by others and included as part of this Award are accepted by the Two Surveyors in good faith, taken as being accurate and properly showing the extent and detail of the Works which form the subject of this Award.
26. **THAT** the Two Surveyors reserve the right to make and serve any further Award or Awards that may be necessary. In the event of their being unable to agree, such dispute shall be determined as provided in the Act.
27. **THAT** we being the Two Surveyors, declare that, for the purpose of the Construction (Design & Management) Regulations 2015 (CDM2015) that we have not approved any design, such being referred back to the Designer and the Designer, in conjunction with the Principal Designer, who will, on behalf of the Building Owner vet for Health & Safety Competence and risk and resource allocation.
28. **THAT** this Award shall cease to have effect if the permitted Works do not commence within twelve months from the date of this Award.
29. **THAT** the Building Owner and/or the Adjoining Owner, being the parties to the dispute, may within fourteen days of the date this Award is served upon them, by virtue of Section 10(17) of the Act, appeal to the County Court against this Award.
30. **THAT** nothing in this Award shall be held as conferring, admitting or affecting any right of light or air or any other easement whatsoever.

**IN WITNESS WHEREOF**

We have set our hands this 28 April 2018

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Building Owner’s Surveyor

Witness .......................................................................

Signature .......................................................................

Address .......................................................................

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Occupation .......................................................................

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Witness .......................................................................

Signature .......................................................................

Address .......................................................................

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Occupation .......................................................................

**Party Wall Award Document Issue Register**

**In relation to works at:** Flat 3, 2nd Floor, 10 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GY

**Adjacent to:** 12 Weir Pool Court, Silk Lane, Twyford, Reading, RG10 9GY

That the following documents form part of this Award:

Building Owner’s Surveyor.........................................................................................................

Adjoining Owner’s Surveyor.......................................................................................................