**AN AWARD**

under the provisions of

The Party Wall etc. Act 1996

to be served forthwith on the

Appointing Owners under Section 10 (14)

**{{bo\_plural}}:**

{{bo\_notice\_names}} of {{bo\_correspond\_add\_horz}}

**{{bo\_apostrophe}} Property:**

{{bo\_property\_add\_horz}}

**{{ao\_plural}}:**

{{ao\_notice\_names}} of {{ao\_correspond\_add\_horz}}

**{{ao\_apostrophe}} Property:**

{{ao\_property\_add\_horz}}

**Name and address of the Agreed Surveyor:**

{{bo\_surveyor}}, {{bos\_add\_horz}}

An Award under the provisions of Party Wall etc. Act 1996 to be served forthwith on the appointing owners under section 10 (14)

WHEREAS {{bo\_notice\_names}} whose address is {{bo\_correspond\_add\_horz}} (Hereinafter referred to as the {{bo\_plural}}) {{bo\_owners\_plural}} ({{bo\_fhlh}}) within the meaning of the Act of the premises {{bo\_property\_add\_horz}}

AND WHEREAS {{ao\_notice\_names}} of {{ao\_correspond\_add\_horz}} (hereinafter referred to as the {{ao\_plural}}) {{ao\_owners\_plural}} ({{ao\_fhlh}}) within the meaning of the Act of the adjoining premises known as {{ao\_property\_add\_horz}}

AND WHEREAS by documents dated {{notice\_date}}, the {{bo\_plural}} served Notice on the {{ao\_plural}} under {{award\_sections}} of the Act of {{bo\_his\_her}} intention to execute the building works described therein at or adjacent to the boundary between the {{bo\_apostrophe}} property and the {{ao\_apostrophe}} property (hereinafter together called ‘the two properties’)

AND WHEREAS a dispute has arisen between the {{bo\_plural}} and the {{ao\_plural}} (known as the parties), the parties have appointed {{bo\_surveyor}}, {{bo\_add\_horz}} to act as 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 {{bo\_plural}} and the {{ao\_plural}} including: the right to execute the work, the time and manner of executing the work, and any other matter arising out of the dispute.

This Award and its conditions relate only to the works described in Clause 3 of this Award and do not relate to other works outside the scope of the Act.

Any agreement or acceptance made by the agreed surveyor in this Award or subsequently shall not be taken to imply any responsibility on 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 any property.

The {{bo\_plural}} and the {{ao\_plural}} may appeal this Award in the County Court under Section 10(17) of the Act subject as therein provided that such action is taken within fourteen days beginning with the day on which the Award is served upon them.

The said premises having been inspected, I the undersigned, being the agreed surveyor, and having considered the proposals made by the {{bo\_plural}} 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. THAT the wall separating the {{bo\_apostrophe}} and the {{ao\_apostrophe}} premises is understood to be a party wall within the meaning of the Act.
  2. THAT the said walls, land and other structures as described in the attached Schedule of Condition are sufficient for the present purposes of the {{ao\_plural}}.

1. The following documents appended to this Award form part of this Award:
   1. A photographic Schedule of Condition taken on [INSERT DATE], which records the condition of the relevant parts of the {{ao\_apostrophe}} property identified at that date.
   2. Drawings:

|  |  |  |
| --- | --- | --- |
| {{architect\_name}} |  |  |
| **Existing** | **Demolition (if applicable)** | **Proposed** |
| {{arch\_plans\_ex\_vert}} | {{arch\_plans\_dem\_vert}} | {{arch\_plans\_pr\_vert}} |
|  |  |  |
| {{engineer\_name}} |  |  |
| {{eng\_plans\_vert}} |  |  |

* 1. Method Statement - Chimney Breast Removal.
  2. Method Statement - Cutting Pockets into Party Wall.
  3. Method Statement - Flashing.
  4. Method Statement - Underpinning.
  5. **THAT** in the event of any discrepancy/conflict between the Documents appended to this Award and the text of this Award, the text of this Award shall prevail.

1. **THAT** after service of the signed Award, subject to the right of appeal contained in Section 10(17) of the Act, the {{bo\_plural}} shall be at liberty if {{bo\_he\_she}} {{bo\_choose\_plural}}, but shall be under no obligation to carry out the following works (‘the works’):
   1. {{s6\_detail\_1}}
   2. {{s6\_detail\_2}}
   3. {{s1\_detail\_1}}
   4. {{s1\_detail\_2}}
   5. {{s2\_detail\_1}}
   6. {{s2\_detail\_2}}
   7. {{s2\_detail\_3}}
   8. {{s2\_detail\_4}}
   9. {{s2\_detail\_5}}
   10. {{s2\_detail\_6}}
   11. {{s2\_detail\_7}}
   12. {{s2\_detail\_8}}
   13. {{s2\_detail\_9}}
   14. {{s2\_detail\_10}}
   15. {{s2\_detail\_11}}
   16. {{s2\_detail\_12}}
   17. {{s2\_detail\_13}}
   18. {{s2\_detail\_14}}
   19. {{s2\_detail\_15}}
2. **THAT** no deviation from the works shall be made without the prior consultation with and written agreement between the owners, or the agreed surveyor acting on their behalf.
3. Obligations   
   **THAT** if the {{bo\_plural}} commence the works {{bo\_he\_she}} shall:
   1. Cost of Works   
      Execute the whole of the works and do so at the sole cost and risk of the {{bo\_plural}}.
   2. Flues  
      Ensure that no flues or vents are installed into any proposed wall along the Line of Junction such that they discharge into the {{ao\_apostrophe}} land or airspace.
   3. Projections into {{ao\_apostrophe}} Land  
      Ensure that no guttering, fascia or other projections (excepting copings and foundations) extend beyond the outer face of any proposed wall along the Line of Junction over the {{ao\_apostrophe}} land, buildings or airspace.
   4. Eccentric Foundations  
      Ensure that foundations are eccentrically constructed such that they do not project across the Line of Junction onto the {{ao\_apostrophe}} land.
   5. Temporary Weathering  
      Provide temporary weathering in the form of heavy duty felt secured by timber battens at 1m centres both horizontally and vertically to those parts of the {{ao\_apostrophe}} property or party structure exposed as a result of the works and maintain this until permanent weathering has been provided unless otherwise agreed in writing by the agreed surveyor.

OR

Scaffolding is to be hatted and screened around its perimeter such that it provides a weatherproof screen to the party wall and maintained until permanent weathering has been provided unless otherwise agreed in writing by the agreed surveyor.

* 1. Permanent Weathering of Party Wall  
     Ensure that the exposed party wall is permanently protected from the elements by applying two coats of render with the appropriate detailing.
  2. Temporary Weatherproofing of Party Wall  
     Provide temporary weathering to those parts of the party wall exposed as a result of the {{bo\_apostrophe}} works. Maintain the temporary weathering until permanent weathering has been provided.
  3. Tools on Party Wall  
     Ensure that contractors, when cutting into the party wall, use only disc cutting and non-percussive drilling tools, and that no cut into the party wall will exceed half of the thickness of the wall.
  4. Vents, Flues & Fireplaces - Chimney Breast Removal  
     Ensure that all open vents or fireplaces within the {{ao\_apostrophe}} property are temporarily sealed prior to works being undertaken on the chimney breasts, following completion of which the seals are to be removed and any debris arising is to be removed. Access to undertake the sealing of vents/fireplaces and subsequent removal/cleaning is to be arranged between the parties.
  5. Vents, Flues & Fireplaces - Chimney Stack Raised  
     Ensure that all open vents or fireplaces within the {{ao\_apostrophe}} property are temporarily sealed prior to works being undertaken on the chimney stack, following completion of which the seals are to be removed and any debris arising is to be removed. Access to undertake the sealing of vents/fireplaces and subsequent removal/cleaning is to be arranged between the parties. Ensure that the chimney stack is raised in accordance with current Building Regulations. If the {{ao\_apostrophe}} fireplaces are in working order then such fireplaces are to be checked by a suitably qualified person/company commissioned by the {{bo\_plural}} to ensure the continued safe working of said fireplaces.
  6. Excavations for Trench Foundations  
     Ensure that excavations are carefully dug to the depth indicated on the drawings. 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 with horizontal struts at 500mm centres along the top and bottom of the trench to protect them from collapse. Ensure exposed trenches for foundations are not left exposed to the elements for an unnecessary length of time before filling with concrete. The excavations shall be mass filled as soon as possible following the inspection of the Building Control Officer/Independent Certifying Officer. Should further excavations be required these shall be in accordance with the Building Control Officer’s/Independent Certifying Officer’s recommendations and the agreed surveyor shall be informed in writing.
  7. Excavations for Underpinning  
     Ensure that excavations are carefully carried out in accordance with the drawings appended to this Award and in accordance with methodology approved by both the design engineer and Building Control Officer/Independent Certifying Officer.
  8. Flashings   
     Ensure that lead flashings are installed in accordance with best practice as published by the Lead Sheet Training Academy.
  9. Weatherproofing Junction of Structures  
     Ensure that the abutting parts of the {{bo\_apostrophe}} proposed extension and {{ao\_apostrophe}} existing structures are neatly and securely made weathertight in accordance with the drawings appended to this Award and any other relevant clauses in this Award.  
     Ensure that the {{ao\_apostrophe}} existing rear ground floor extension roof is not altered, fixed into, pierced or otherwise compromised in any way.
  10. Damp Proof Courses and Damp Proof Membranes  
      Ensure that any proprietary damp proof courses and damp proof membranes are installed in accordance with manufacturers recommendations.
  11. Cleaning Upon Completion  
      Upon completion of the works any dust, debris, building materials, overspill or other items related to the building works shall be removed from the {{ao\_apostrophe}} land or structures. Any of the {{ao\_apostrophe}} surfaces (windows, gutters, etc) near the works shall be cleaned where affected to the reasonable satisfaction of the agreed surveyor.
  12. TV Aerials/Satellite Dishes  
      Ensure that any TV aerials and/or satellite dishes belonging to the {{ao\_plural}} are relocated, if necessary, such that they continue to function correctly. Any costs relating to retuning or realignment are to be borne by the {{bo\_plural}}.
  13. Precautions and Support   
      Take all reasonable precautions to adequately uphold, maintain and protect the {{ao\_apostrophe}} land and structures where they abut the {{bo\_apostrophe}} site and promptly remove all such protection when no longer required, or when so directed by the agreed surveyor. Execute the works in such a manner so 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., presently enjoyed without satisfactory substitution thereof, full details of any such substitution to be submitted to the agreed surveyor before commencement thereof who may require such terms and conditions in respect hereof as may be reasonable.
  14. Screens, Dust and Debris   
      Take all reasonable precautions for the protection of the {{ao\_apostrophe}} premises during the course of the work, so as to cause the minimum disturbance, inconvenience and noise to the {{ao\_plural}} and occupiers, and take all reasonable precautions to prevent any rubbish or debris falling onto the {{ao\_apostrophe}} premises, and clear away from the {{ao\_apostrophe}} premises any such rubbish, dust and debris by the end of each working day, or when so directed by the agreed surveyor.
  15. Unauthorised and Unlawful Entry   
      Take all reasonable precautions to prevent unauthorised and unlawful entry onto the {{ao\_apostrophe}} property during the course of the works.
  16. Damage   
      Where required by the Act, make good all damage to the {{ao\_apostrophe}} land and property occasioned by the works in materials to match the existing fabric and finishes to the satisfaction of the agreed surveyor. Making good is to be executed upon completion of the works or at any earlier time deemed appropriate by the agreed surveyor. If required by the {{ao\_plural}}, the {{bo\_plural}} shall make payment in lieu of carrying out the work to make the damage good, the sum of which is to be agreed in writing between the owners. Disputes in default of such agreement between the owners are to be determined by the agreed surveyor.
  17. Compensation  
      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 the Act.
  18. Liability   
      Hold the {{ao\_plural}} free from liability in the event of any injury or loss of life to any person or persons or of loss or damage to property real or personal including third party risks, caused by or in consequence of the execution of the works or incidental works and shall indemnify the {{ao\_plural}} against all costs claims or proceedings in connection therewith.
  19. Access for Works  
      Ensure that the works that are the subject of this Award are carried out from the {{bo\_apostrophe}} property as far as reasonably practicable. Ensure that where access to the {{ao\_apostrophe}} premises is necessary to facilitate the works in pursuance of the Act, reasonable written notice shall be given by the {{bo\_plural}} to the {{ao\_plural}} in accordance with Section 8 of the Act. Reasonable written notice shall mean fourteen (14) days excepting in the case of an emergency where such notice shall be given as is reasonably practicable to do so. That in the event the {{bo\_plural}} intend to carry out the works from or to erect scaffolding on or over the {{ao\_apostrophe}} property or airspace for the purpose of the works, such access shall be subject to such conditions as the agreed surveyor may impose including but not limited to the following strict conditions:
      1. {{ao\_apostrophe}} Paving  
         The {{bo\_apostrophe}} contractors are to carefully lift only those paving slabs on the {{ao\_apostrophe}} land that are necessary to facilitate the works. Upon completion of the wall on the Line of Junction the paving is to be reinstated to match existing in finish and bond with any gap between paving slabs and party wall to be infilled in materials to be agreed between the owners or, where the owners are unable to reach agreement, shall be determined by the agreed surveyor in accordance with the Act.
      2. Unnecessary Delay  
         Such work shall be carried out continuously and without unnecessary delay and/or inconvenience to the {{ao\_plural}}.
      3. Setting Out Boundary  
         Before setting out for construction, record and agree the position of the {{bo\_apostrophe}} proposed extension enclosing wall at the line of junction with the {{ao\_plural}}, which should be recorded by dimensions in writing and/or by indelibly marking a fixed point on structure(s), fixtures, fence posts or land and that will remain undisturbed by the works.
      4. Dimension of Access  
         Access to be limited to no more than 500mm from and parallel to the existing boundary fence and no more than one metre beyond the rear elevation of the {{bo\_apostrophe}} proposed extension. Upon completion of proposed wall along the Line of Junction further access shall be required to either point or render and paint said wall.
      5. Hoarding  
         Install hoarding no more than 500mm across the Line of Junction onto the {{ao\_apostrophe}} land. Hoarding is to be 1,800mm high 18mm ply and securely fixed. No bolts or fixings are to be placed into the {{ao\_apostrophe}} land or surfaces. Hoarding is to be taken down as soon as the {{bo\_apostrophe}} extension enclosing wall/flank wall has been constructed, or when so directed by the two surveyors. The {{ao\_apostrophe}} existing floor surface is to be covered by timber sheet so as to protect from damage. Hoarding shall be removed immediately once the new extension enclosing wall/flank wall has been constructed and any garden surfacing, plants, or fencing removed or disturbed in connection with the provision of such access, shall be reinstated immediately to their original position to match the existing adjacent materials or replaced accordingly if damaged.
      6. Paving Slabs  
         Ensure that the {{ao\_apostrophe}} paving slabs are carefully lifted and stored where required to enable excavation works. Upon completion of the wall construction the paving slabs are to be carefully re-laid and where necessary carefully cut/trimmed to size to fit ensuring a clean line. Any gaps between paving slabs and party wall are to be neatly infilled in materials to be agreed between the owners or, where the owners are unable to reach agreement, shall be determined by the agreed surveyor in accordance with the Act.
      7. Concrete Floor Slab  
         Ensure that the {{ao\_apostrophe}} concrete floor slab is carefully and neatly cut in a straight line where required to enable excavation works. Upon completion of the wall construction any gaps between concrete floor slab and new wall are to be neatly infilled in materials to be agreed between the owners or, where the owners are unable to reach agreement, shall be determined by the agreed surveyor in accordance with the Act.
      8. Site Fencing  
         Such site fencing shall be removed immediately once the new extension enclosing wall has been constructed and any garden surfacing, plants, or fencing removed or disturbed in connection with the provision of such access, shall be reinstated immediately to their original position to match the existing adjacent materials or replaced accordingly if damaged.
      9. Scaffolding  
         That the {{bo\_plural}} may be permitted access over the {{ao\_apostrophe}} property to provide a cantilevered working platform solely to enable the execution of the works. Such platform shall be placed with no direct load placed on the {{ao\_apostrophe}} land, building or roof covering. Any scaffolding is to be placed so as to allow unobstructed traffic and movement to and from the {{ao\_apostrophe}} building, and operation of all windows, and shall be removed as soon as is practicable, or when so directed by the agreed surveyor. For the avoidance of doubt no scaffolding at all is to take support from the {{ao\_apostrophe}} land unless by private agreement between the parties. Any encroaching scaffolding, or scaffolding near the {{ao\_apostrophe}} property shall be clad in Monarflex (or similar) sheeting and double boarded to provide effective containment of the works.
      10. Building Materials  
          Only such materials immediately necessary for construction of the works shall be brought on to the access working area and must not be carried or passed over any part of the {{ao\_apostrophe}} remaining property.
      11. Timber Fencing  
          That the new extension enclosing wall and existing sections of retained boundary timber fencing are to be adequately, neatly and securely joined upon completion.
      12. Security  
          Maintain the security of the {{ao\_apostrophe}} property where this could be impaired by the works authorised by this Award. In particular, take, or require security precautions, to ensure that any scaffolding associated with the works does not prejudice the security of the {{ao\_plural}} by facilitating access to windows by intruders. In particular ensure that ladders are removed and scaffolding is inaccessible at the end of each day or when the site is unoccupied.
      13. Apply Protection to Roof  
          Areas of the {{ao\_apostrophe}} roof covered by extended scaffolding and over which access is required for the works shall be boarded in plywood of suitable thickness to protect the roof surface.
  20. Photograph Roof  
      The {{bo\_plural}} shall arrange for the contractor to take photographs of the {{ao\_apostrophe}} roof immediately upon the erection of the scaffolding and prior to accessing it. Photographs are also to be taken upon completion of works and provided to the agreed surveyor for written approval prior to striking the scaffolding.
  21. Ensure that their contractor and foreman in charge are notified in writing of the terms and conditions of this Award and that a copy of this Award is kept on site.

1. Notice and Access for Agreed Surveyor   
   **THAT** the {{bo\_plural}} shall permit the agreed surveyor to have access to the relevant parts of the {{bo\_apostrophe}} property for the purpose of carrying out the object for which he is appointed in usual working hours during the works and by appointment following completion.
2. **THAT** the agreed surveyor shall be allowed access to the relevant parts of the {{ao\_apostrophe}} property, for the purpose of carrying out the object for which he is appointed, at reasonable times and after giving notice in accordance with section 8.
3. Requirements and Regulations   
   **THAT** the whole of the works shall be executed in accordance with the Building Regulations and all regulations, requirements and by-laws of the Local Authority and all other properly constituted authorities as far as they apply 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 agreed surveyor.
4. Commencement and Completion   
   **THAT** the works as soon as commenced shall be continuously proceeded with and carried through with reasonable expedition and in such a manner as to prevent unnecessary inconvenience to the {{ao\_plural}} or occupiers whether from noise, dust, vibration or any other cause. Works that are the subject of this Award shall be carried out during the hours of 08:00 to 18:00 Monday to Friday and 08:00 to 13:00 on Saturdays. No works that are the subject of this Award shall be carried out on Sundays or Bank Holidays.
5. Noisy Works  
   **THAT** the works shall be carried out in accordance with the Local Authority’s current policy and requirements as regards noise attenuation and hours of working for noisy works. All work to be carried out in accordance with the Code of Practice for Noise and Vibration Control on Construction and Open Sites [BS5228] and to Local Authority requirements.
6. Contractors Insurance   
   **THAT** the {{bo\_plural}} {{bo\_is\_are}} to maintain and cause contractor(s) to maintain adequate insurances and provide evidence of this to the {{ao\_plural}} upon request. The agreed surveyor has not made and will not make any determination upon the adequacy of insurances.
7. **THAT s**hould the works be stopped or once commenced are abandoned or suspended for a period exceeding three (3) months, the agreed surveyor shall, after due consideration, direct the action to be taken by the {{bo\_plural}}.
8. **THAT** the {{bo\_plural}} shall upon completion of the works provide to the {{ao\_plural}} 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 {{bo\_plural}}.
9. **THAT** the {{bo\_plural}} shall ensure that {{bo\_his\_her}} contractor is fully aware of the contents of this Award and shall ensure its requirements are adhered to.
10. **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 works to be undertaken.
11. Signed Awards
    1. **THAT** the {{bo\_plural}} shall pay the cost of preparing this Award and one counterpart for the {{ao\_plural}}.
    2. **THAT** the signed Awards shall be served forthwith on the appointing owners.
12. **THAT** the agreed surveyor reserves the power to make and serve further Awards.
13. **THAT** this Award is made without prejudice to the rights of any other person or bodies having an interest in any property.
14. **THAT** for the purposes of The Construction (Design and Management) (CDM) Regulations, the agreed surveyor has not devised or approved any design for the works.
15. Security for Expenses  
    **THAT** the {{bo\_plural}} shall provide Security for Expenses to the {{ao\_plural}} under Section 12(1) of the Act in the sum of £12,500.00. This sum shall be paid by the {{bo\_plural}} and placed in an escrow account to be held by a solicitor/escrow agent prior to the works commencing. Such sum shall be held by the solicitor/escrow agent who shall acknowledge receipt of this sum to the agreed surveyor upon receipt and furthermore acknowledge that the sum may not be released by either party to this Award, either in whole or in part, without receipt of written instructions from the agreed surveyor. The funds are to be released to the {{bo\_plural}} in 2 stages:
    1. STAGE1: Upon completion of those structural works that relate to the [INSERT DESCRIPTION OF WORKS] in the sum of £10,000.00, where such completion is to be confirmed to the solicitor/escrow agent in writing from the agreed surveyor.
    2. STAGE 2: Issue of a final letter to the solicitor/escrow agent from the agreed surveyor in the sum of £2,500.00. Any interest accrued on the sum shall be returned to the {{bo\_plural}} upon issue of a final letter to the solicitor/escrow agent from the agreed surveyor.
16. Section 11(11)  
    THAT the {{ao\_plural}} {{ao\_is\_are}} entitled to a contribution from the {{bo\_plural}} in the amount of £822.36 under Section 11(11) of the Act for the use of that section of the party wall now to be enclosed upon. Should the {{ao\_plural}} wish to exercise {{ao\_his\_her}} right to receive a contribution under Section 11(11) of the Act {{ao\_he\_she}} shall inform the {{bo\_plural}} in writing.
17. Fees  
    THAT immediately upon service of this Award the {{bo\_plural}} shall pay the {{ao\_apostrophe}} costs by way of {{ao\_his\_her}} checking engineer’s fees in the sum of £\_\_\_\_\_\_\_\_\_\_ plus VAT in connection with obtaining and making of this Award.
18. **THAT** the {{bo\_plural}} shall inform the agreed surveyor when the works that are the subject of this Award have been completed.
19. In witness whereof I have set my hand this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Two Thousand and Twenty One.

Agreed Surveyor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_