THE PARTY WALL ETC. ACT, 1996

DOCUMENTS

ADDRESSES

64 AND 66 GLENWOOD ROAD
LONDON
N15 3JR

PARTIES

[redacted]

AND
STEVEN FREELAND

CONTENTS

AWARD
SCHEDULE OF CONDITION
DRAWINGS

Forrester&Co.
Chartered Surveyors & Party Wall Surveyors
Established 1995

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 Nathalie Ethel McDermott of 64 Glenwood Road London N15 3JR (hereinafter called 'the building owner') an owner within the meaning of The Party Wall etc. Act 1996 (hereinafter referred to as 'the Act') of the premises known as 64 Glenwood Road London N15 3JR (hereinafter called 'the building owner's property').

AND WHEREAS Mr Stephen Freeland 22 Cherry Hill New Barnet EN5 1BB (hereinafter called 'the adjoining owner') an owner within the meaning of the Act of the premises known as 66 Glenwood Road London N15 3JR (hereinafter called 'the adjoining owner's property').

AND WHEREAS on the 12th day of January 2021 the building owner served notice on the adjoining owner under Section 1, Section 2 and Section 6 of the Act of her 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 has arisen between the building owner and the adjoining owner (hereinafter together called 'the parties') within the meaning of the Act, albeit the adjoining owner has consented to the construction of a new length of party wall astride the boundary and separately to limited access for dormer construction.

AND WHEREAS the building owner and the adjoining owner have concurred in the appointment Bruce Forrester BSc (Hons), MRICS, C.Build E, FCABE, MCIArb, FFPWS, FISVA of Forrester&Co/Forrester Surveyors of The Studio Capel Cottage 224 Clay Hill Enfield EN2 9JD to act impartially as the Agreed Surveyor (hereinafter called 'the Agreed Surveyor').

It is a requirement of the Act that the 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 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.

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 or right of light relating to the building owner's and/or adjoining owner's premises.

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.

NOW I BEING THE AGREED SURVEYOR, and the adjoining owner's premises having been inspected, DO HEREBY AWARD AND DETERMINE as follows:

1. (a) That 64 and 66 Glenwood Road London N15 3JR are independent buildings separated by a party wall, within the meaning of the Act.

(b) That the said building and areas as described in the attached schedule of condition are sufficient for the present purposes of the adjoining owner.

(c) That the schedule of condition dated 6th February 2021 held on the file of

the Agreed Surveyor and attached hereto forms part of this award, along with the associated photographs.

(d) That the drawings dated 19 02 2021 revision P attached hereto form part of this award.

2. That after the delivery of the signed award, and after the expiration of any applicable notice periods or the waiver thereof by the adjoining owner, the building owner shall be at liberty if she so chooses, but shall be under no obligation, to carry out the following works, but once commenced the works are to be diligently progressed, (hereinafter referred to as 'the works'):

a. Carefully and in a sequential manner excavate for and from new foundations to facilitate the works of ground floor extension.
b. Erect astride the line of junction boundary a new length of party wall as part of the works of extension.
c. Cut into the party wall to create pockets to insert steel bearing plates and structural steel beam ends.
d. Cut into the party wall for fixings.
e. Raise half the thickness of the party head wall to form the dormer cheek construction.

3. That no deviation from the works shall be made without the prior written agreement of the parties, and/or of the Agreed Surveyor acting on their behalf and with their express authority, or in the event of a dispute arising then in accordance with the provisions of Section 10 of the Act.

4. That if the building owner carry out the works she shall:

(a) Execute the whole of the works at the sole cost and risk of the building owner.

(b) Take all reasonable precautions and provide all necessary support to retain

the land and buildings comprised within the adjoining owners' property and ensure that the designers instruct the contractors to follow their designs and method statements and thus work with due care to minimise absolutely any risks. Where excavating alongside the adjoining owners' building and walls the excavation shall be sequenced in a 'hit and miss' fashion to ensure adequate support at all times. The excavations shall be shuttered and propped where necessary prior to concrete being introduced. The adjoining owners' land, building, fences and garden walls shall be properly supported at all times during the works.

(c) Where so required by the Act make good any/all structural and/or decorative or horticultural damage to the adjoining owners' property occasioned by the works in materials to match the existing fabric and finishes, to the reasonable satisfaction of the Agreed Surveyor, such making good to be executed upon completion of the works, or at any earlier time deemed appropriate by the Agreed Surveyor. If so required by the adjoining owner, make payment in lieu of carrying out the works to make the damage good, such sum to represent the full reasonable costs thereof and to be determined by the Agreed Surveyor.

(d) 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 advised to maintain and/or cause the contractors to maintain all forms of adequate insurance against all such risks and provide evidence of this upon demand by the adjoining owner.

(e) Permit the Agreed Surveyor to have access to the building owner's property at all reasonable times during the progress of the works.

(f) Carry out the works as far as is practicable from the building owner's side of the boundary between the two properties. Where access under Section 8 of the Act is required requisite notice shall be given to the adjoining owner and the occupiers and full details of the access and duration of

such along with all proposed protective measures shall be agreed in advance of such being granted. It is further understood that access outside of the Act for some work has been agreed between the owners.

(g) Remove any scaffolding or screens as soon as possible and clear away any dust and debris arising from the works from time to time as necessary, or when agreed by the Agreed Surveyor, and certainly towards the end of the project clear and clean the land, windows, gutters, ledges and sills etc of the adjoining owner of any dust and debris arising from the works.

(h) Provide the Agreed Surveyor with such method statements as may be reasonably required in relation to the works that are the subject of this award prior to carrying out the works.

(i) Ensure when setting out that the foundations and new party wall length astride the boundary that such align with the existing party wall.

(j) That following proper notice and immediately upon temporary removal of any of the existing fence, put in place a strong and robust plywood or similar hoarding to a minimum height of 1.8 metres in height, self supporting, to maintain the security of the adjoining owner's property during the aforesaid agreed works and located so as to provide a 1.0 metre working space. Any existing patio and all garden areas are to be protected with plywood or similar laid over polythene sheet for the full footprint area of the hoarding, but planting is to be individually protected.

(k) No access shall be permitted outside the hoarded area. The works requiring hoarding shall be reasonably prioritised and completed in the shortest possible time frame all to minimise time required for access on the adjoining owner's land and the hoarding removed and all areas cleared, cleaned and returned to their pre-access state. The hoarding should not obstruct the doors or windows of the adjoining owner's property. Access to and use of the adjoining owner's property will be via the building owners rear garden only and must be limited to what is reasonably necessary to safely carry out the notifiable works. Any works carried out from the adjoining owner's property must be carried out in

such a manner as to keep disturbance to the adjoining owner or occupiers to a minimum. No materials, equipment or the like should be stored within the hoarded area or anywhere on the adjoining owners' property.

(l) Ensure that no element of the new construction whether above or below ground (to include render, fascia, roof edge trim etc) projects or encroaches beyond the line of junction boundary and that no flues, vents or gutters etc. discharge beyond, other than such as authorised by this Award.

(m) That all work is to be carried out in accordance with the Code of Practice for Noise and Vibration Control on Construction and Open Sites (BS5228) and the contractor shall use the best possible means of minimising noise and vibration. All plant is to be suitably muffled.

5. That the building owner's professional advisers 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 the Act.

6. That the Agreed 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 reasonable notice.

7. That the whole of the works shall be executed in accordance with the Planning Acts, 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 Agreed Surveyor.

8. That the works shall be carried through with reasonable expedition after commencement and always in a manner so as to avoid any unnecessary inconvenience to the adjoining owners or occupiers.

9. That the signed award shall be served forthwith to the parties. A further copy shall be provided to the building owner's contractor by the building owner who shall be made aware of its contents by the building owner and asked to ensure compliance therewith in relation to the works on site.

10. That the building owner shall provide to the adjoining owner a set of the 'as built' drawings upon completion of the works, at the sole cost of the building owner, if deemed necessary by the Agreed Surveyor.

11. That the building owner shall immediately on the signing of this award pay the costs of making the Award in the form of the Agreed Surveyor's fee of £1,250.00 plus VAT in connection with the preparation of this award. In the event of damage being caused or other contingencies or variations arising, or further inspections being required, a further fee shall be payable calculated by reference to an hourly rate of £185.00 per hour plus VAT and plus necessary disbursements.

12. That the Agreed Surveyor reserves the right to make and issue any further Award or Awards that may be necessary

13. That this Award shall be null and void if the permitted works are not commenced within 12 months from the date of this Award.

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 and buildings.

15. That nothing in this Award shall be held as conferring, admitting or affecting any right to light or air or any other easement whatsoever.

16. That I, as the Agreed Surveyor, declare for the purposes of the Construction Design and Management Regulations 2015 (CDM), that I have not developed or approved any design, such design being the responsibility of the Principal Designer, on behalf of the building owner, along with all matters arising under such legislation.

17. That the notifiable works which are the subject of this Award shall be carried through with reasonable expedition after commencement and in particular noisy works which are the subject of this award shall be restricted to between the hours of 08.00 am and 05.30 pm weekdays, 09.00 am and 01.00 pm Saturdays, excepting Sundays and Bank and Public Holidays when no such works shall be executed.

18. The building owners shall use their best endeavours to ensure that any equipment used on site, and any noise generated by the contractors shall be kept to an absolute and reasonable minimum volume so as not to give rise to any annoyance, disturbance or inconvenience to the adjoining owners, or any other persons.

19. That this Award does not affect the need for the building owner to comply in respect of her liabilities under the Town and Country Planning Acts, 1947 – 1990, as amended, and the building owner shall indemnify the adjoining owner in all respects regarding such Acts in so far as the said works are concerned.

20. That any agreement or acceptance made by the Agreed Surveyor in the Award or subsequently during the progress of the works shall not be taken to imply the acceptance of any responsibility by him for any structural or any other deficiency in any part of the works or the existing buildings or structures.

21. That this Award shall be served forthwith to the parties by the said Surveyor in accordance with Section 10 (14) of the said Act.

22. That the building owner and adjoining owner have leave to Appeal this Award in the County Court by virtue of Section 10 (17) of the said Act subject as therein provided such action is taken within 14 days beginning with the day on which the Award is served.

IN WITNESS WHEREOF I have, as The Agreed Surveyor, set my hand this 25th day of February Two Thousand and Twenty One

.....

Bruce Forrester

BSc (Hons) MRICS C.Build E FCABE MCIArb FFPWS FISVA

Agreed Surveyor to the Building Owners and Adjoining Owner

Partial Schedule of Condition

For The Property Known As:
64 Glenwood Road, London N15 3JR

Inspected on: 6th February 2021

This condition schedule is prepared in relation to matters arising under The Party Wall etc. Act, 1996 and is to be considered with any/the associated photographs.

Inspected by: Chris Christou BSc (Hons) MFPWS

Preambles

Purpose

The purpose of this document is to provide a pre-works record of condition of those areas of the adjoining building that may be affected by works. In may be attached/appended to the Award. It may be used to help compare condition of building elements once the works are complete.

Not A Structural Survey

This Schedule of Condition is not a structural or survey report on the property and is confined to the recording of apparent defects within two metres (or first structural bay in framed structures) from the Party Wall or Walls deemed to be Party Walls or those parts of the building closest to the Party Wall and working areas within the meaning of the Party Wall etc. Act 1996.

Unless crack widths are referred to individually, cracking noted is of a hairline/very fine nature only.

Definition of Terms Sometimes Used

Condition	**Definition**
Very Good:	As new condition, no soiling or defects visible
Good, Fair, Sound :	Subject to minor wear, soiled with minor defects visible. Decoration necessary to enhance appearance.
Poor:	Subject to considerable wear with substantial soiling and defects visible. Decorations and minor repair work necessary.
Very Poor:	Subject to heavy wear with severe defects visible. Decorations and more significant repair work necessary.

No Testing Undertaken

No sanitary installations, plumbing, rainwater goods, drainage etc. have been tested and only visual defects have been recorded. No manhole covers have been lifted. Similarly, the electrical, gas and other services equipment or installations have not been tested and their condition is not recorded unless specifically referred to in the text.

Visual Inspection Only

The Schedule records only items which are reasonably apparent, from the visual inspection and no opening up of the structure or fabric, no lifting of carpets/ floorboards, no moving of stored goods or heavy furniture and the like has been undertaken. Where properties are occupied, the presence of furniture, plant, equipment, fixtures and fittings restricts the scope of inspection. Unless otherwise stated, the property is in good condition.

Fixtures and Fittings Excluded

The occupiers' fixtures/fittings/chattels are not recorded in this Schedule.

Limited Access

The inspection was limited to those internal and external parts visible from ground level and internal parts of those areas readily and safely accessible. Carpets, furnishings and goods stored will often conceal elements of the fabric of the building.

Orientation

For the purposes of this Schedule of Condition it is assumed that the front elevation of the property faces the roadway itself and descriptions of orientation are based upon this assumption.

Dimensions

All dimensions are approximate and for recording purposes only.

Minor Wear and Tear Excluded

We have recorded principal defects only and omitted reference to minor wear and tear and general deterioration due to age etc.

Standard Description

To avoid duplication, description clauses have been used where elements of the structure and fabric are similar. Departures from the standard description are noted where relevant.

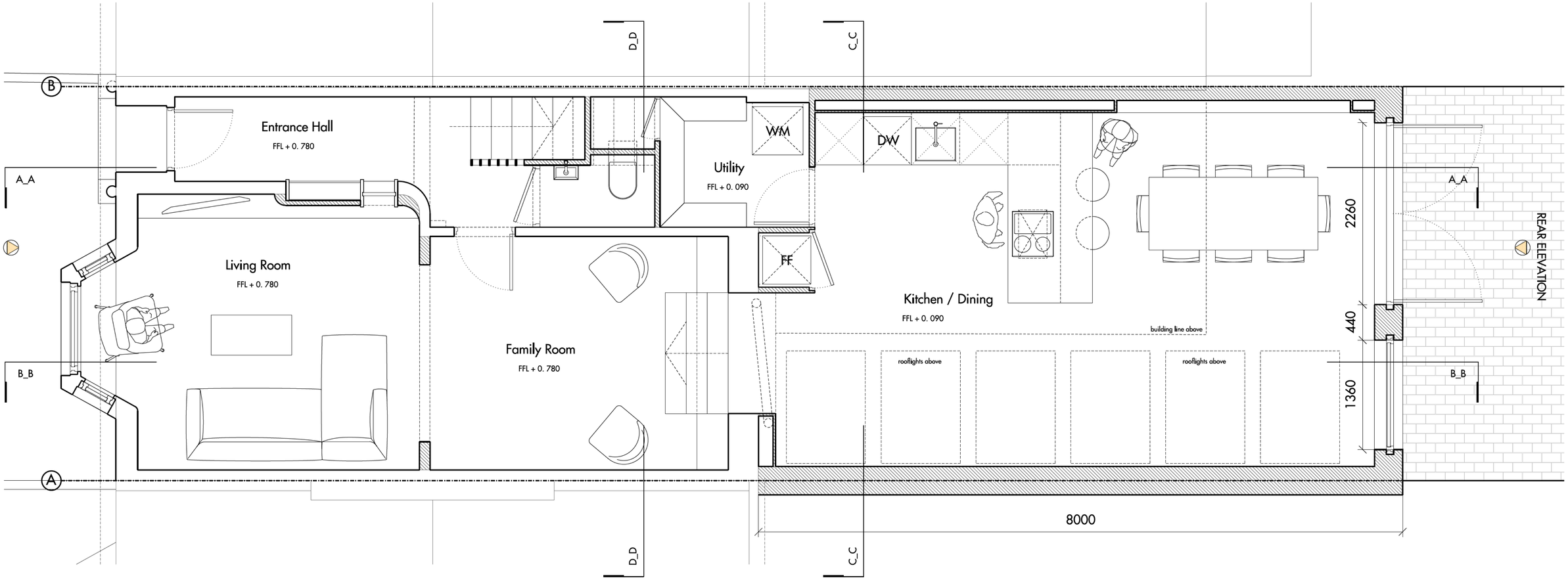
Photographs

Photographs taken by the Surveyor will form part of this Schedule of Condition.

Item	Composition	Condition
Internal - Loft	Chimney stack supported by gallow brackets and steel beam Rafters Joists Sturts Purlins posts Solid masonry construction walls Sarking felt insulation	**Note:** was unable to fully side the left hand side of party wall due to obscurity. Visible staining to rafters adjacent to party wall to general areas
Internal – Rear Bedroom		
Ceiling	Plasterboard ceiling, plastered and finished with paint Coving to perimeter	Hairline cracking above the top right hand side of window travelling diagonally for Approx. 1m Hairline cracking Approx. 1m away from rear wall travelling vertically for approx. 250mm Hairline cracking approx. 1.2m away from rear wall and approx. 100mm away from party wall, travelling vertically for approx. 300mm then horizontal diagonal for approx. 300mm.
Wall	Solid masonry construction finished with plaster and paint	Hairline cracking to the right hand side of party wall approx. 1.6m above floor level travelling diagonally for approx. 700mm, visible branching off crack which travels diagonally for Approx. 500mm, further visible branching off crack travelling vertically for Approx. 400mm. Hairline cracking to coving above window, approx. 700mm away from the left hand side of window, cracking travels entire height of coving. Hairline cracking to coving to party wall approx. mid-section of party wall travelling entire height of coving.

		Hairline cracking to party wall approx. 1.2m above floor level travelling horizontally for approx. 300mm, this can be seen to the right hand side of party wall. Hairline cracking to front wall, to the left hand side of window approx. 1.2m above floor level travelling horizontally entire width of wall.
Floor	Suspended timber floor finished with carpet	Overall sound and level underfoot
Internal – Front Bedroom		
Ceiling	Plasterboard ceiling, plastered and finished in paint Coving to perimeter	Could not see signs of any significant damage.
Wall	Solid masonry construction finished with plaster and paint	Could not see signs of any significant damage.
Floor	Suspended timber floor finished with carpet	Overall sound and level underfoot.
Internal – Kitchen		
Ceiling	Plasterboard ceiling, plastered and finished in paint	Could not see signs of any significant damage.
wall	Solid masonry construction finished with plaster and paint	Hairline cracking to the flank wall, approx. 700mm away from the right hand side of door, travelling diagonally for approx. 1m then vertically for approx. 100mm. Hairline cracking to the top left hand side of storage unit to flank wall, travelling diagonally for approx. 600mm-700mm then branching off to 2No areas which both can be seen travelling diagonally.
Floor	Laminate finish	Overall sound and level underfoot

External - Rear		
External	Timber construction soffit and fascia boards UPVC Double Glazed Windows Solid masonry construction walls UPVC Guttering UPVC Double Glazed door Timber fence with concrete posts Cast iron soil vent pipe Cast iron downpipe Concrete floor Chimney stack Parapet wall	Visible moss growth to roof to general areas 1mm cracking to underside of ground floor window to the top left hand side. Visible open joints/cracks to general areas to concrete floor Hairline cracking to first floor window to underside of window, approx. 200mm-300mm away from the right hand side. Visible wear and tear to parapet wall
External – Front	Parapet wall Assumed chimney stack Roof tiles UPVC Double Glazed Windows UPVC Guttering Timer construction fascia and soffit board.	Visible moss growth to roof to general areas.



01 Proposed Ground Floor Plan
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1. Use figured dimensions only
2. Do not scale from this drawing
3. All dimensions to be checked on site and the Architect to be informed of any discrepancies before construction commences
4. All references to drawings refer to current revision of that drawing
5. Structural and services information shown is indicative only. Refer to consultants' drawings for details and setting out
6. All work and materials to be in accordance with current applicable statutory legislation and to comply with all relevent codes of practice and British and European standards

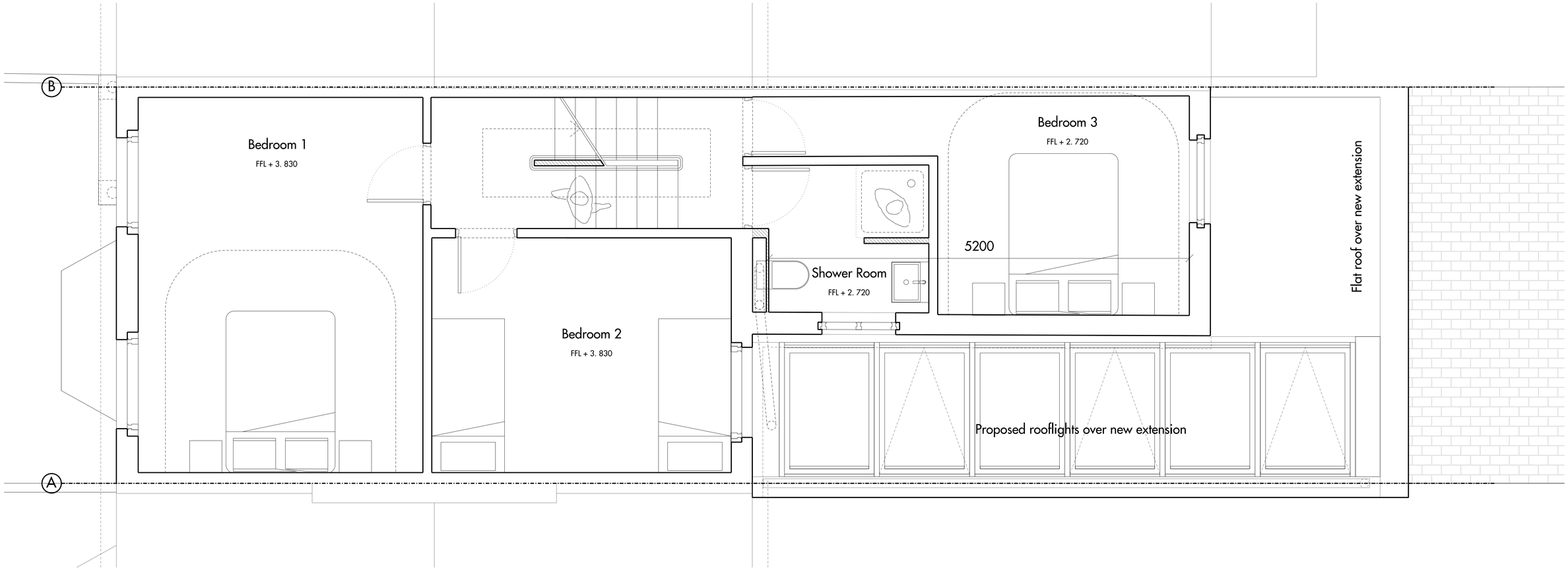
New
Existing

0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED GROUND FLOOR PLAN
1:50 @ A3
19.02.2021

P
Revision



01 Proposed First Floor Plan
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1. Use figured dimensions only
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New

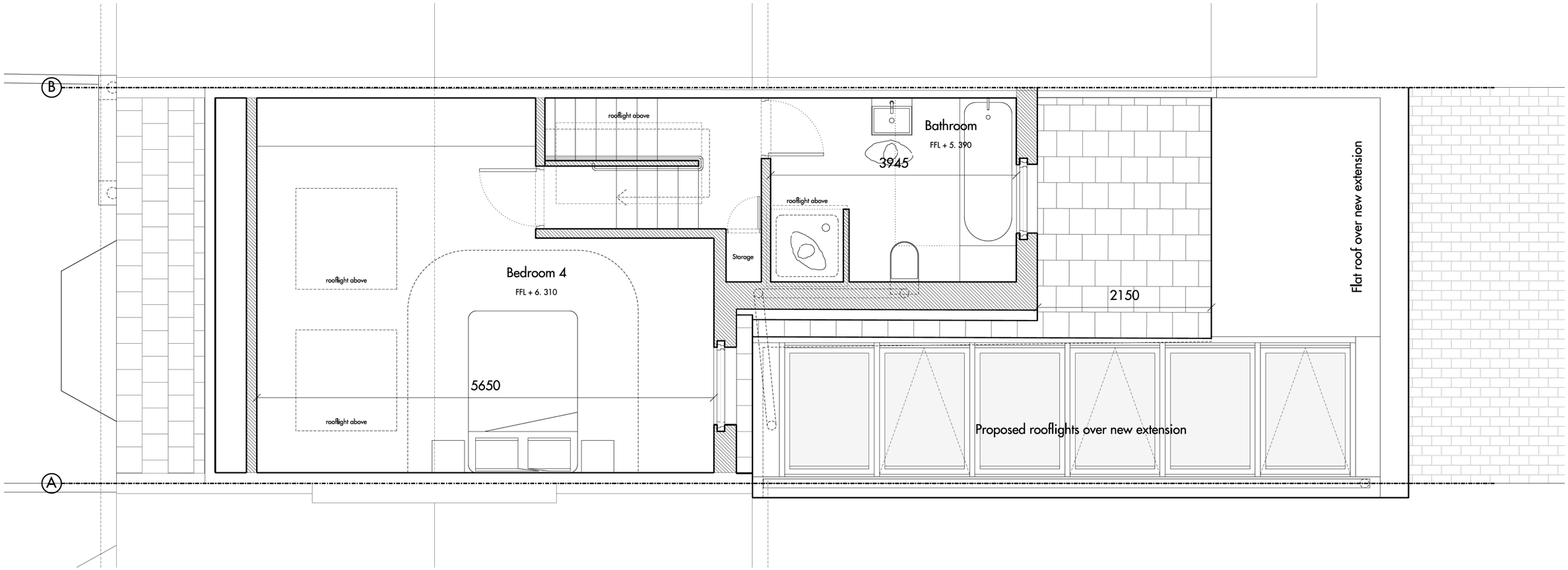
Existing

0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED FIRST FLOOR PLAN
1:50 @ A3
19.02.2021

P
Revision



01 Proposed Loft Floor Plan
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1. Use figured dimensions only
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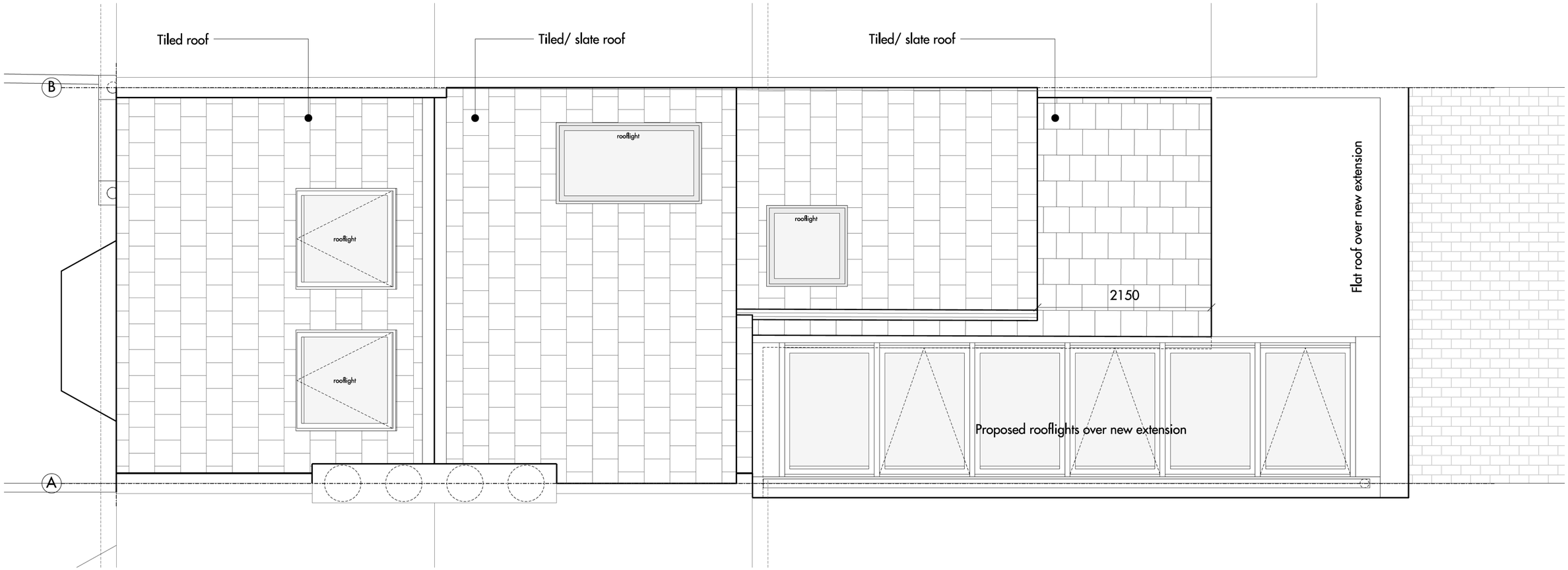
New
Existing

0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED LOFT FLOOR PLAN
1:50 @ A3
19.02.2021

P
Revision



01 Proposed Roof Floor Plan
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1 Use figured dimensions only
2 Do not scale from this drawing
3 All dimensions to be checked on site and the Architect to be informed of any discrepancies before construction commences
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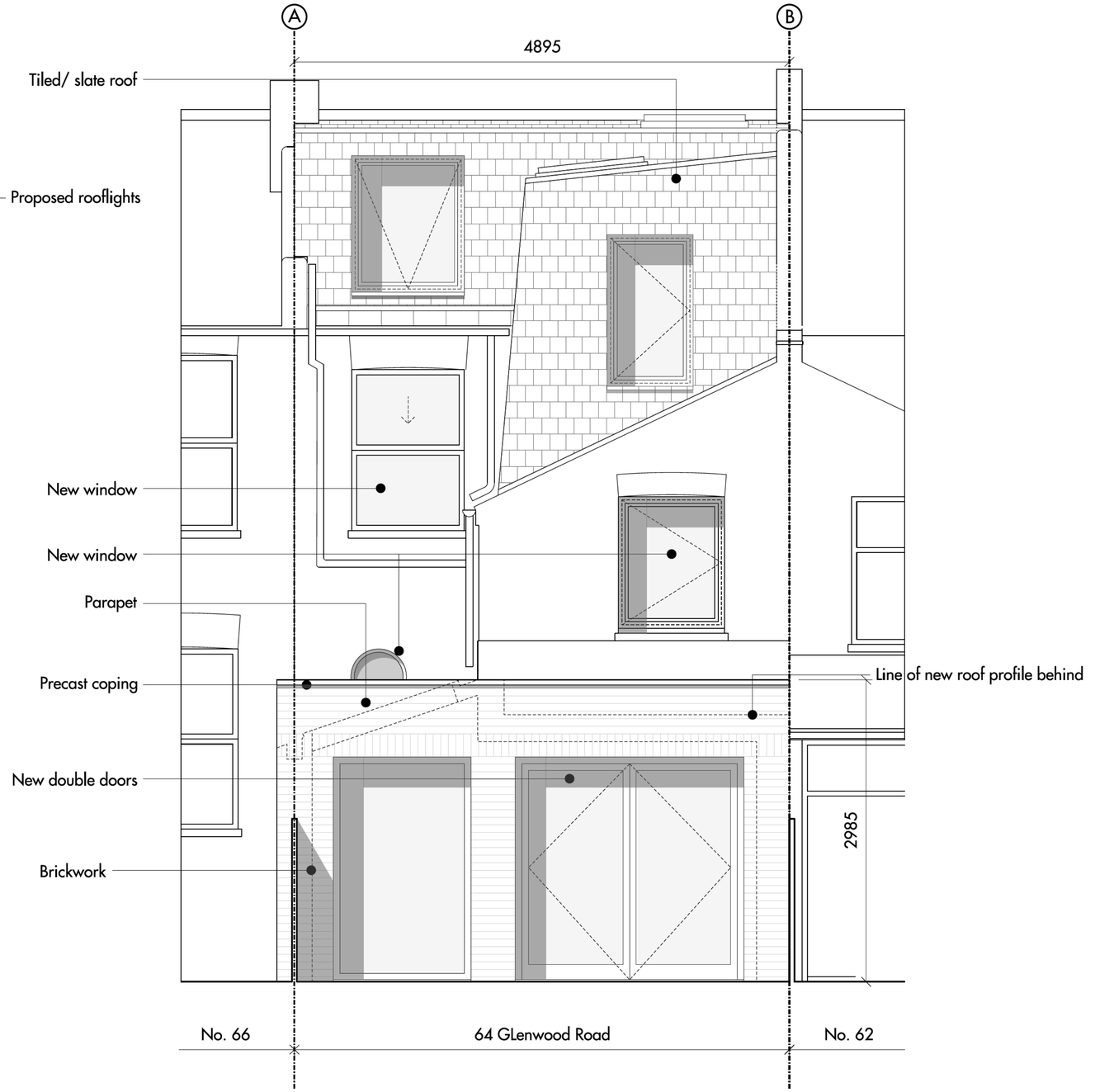
0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED ROOF FLOOR PLAN
1:50 @ A3
19.02.2021

P
Revision

01 Proposed Front Elevation
1:50 @ A3



02 Proposed Rear Elevation
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1 Use figured dimensions only
2 Do not scale from this drawing
3 All dimensions to be checked on site and the Architect to be informed of any discrepancies before construction commences
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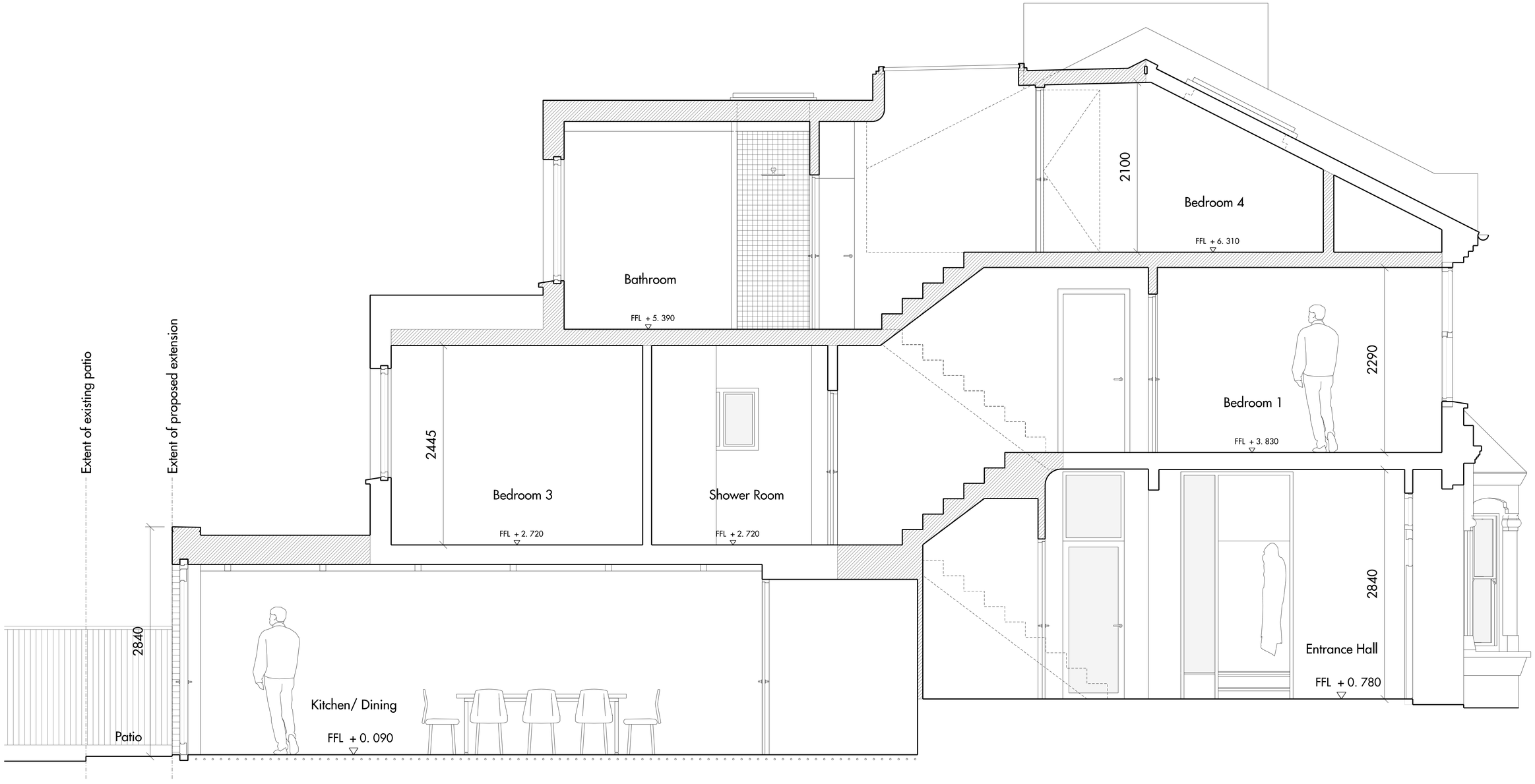
5 Structural and services information shown is indicative only. Refer to consultants' drawings for details and setting out
6 All work and materials to be in accordance with current applicable statutory legislation and to comply with all relevent codes of practice and British and European standards

0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED ELEVATIONS
1:50 @ A3
19.02.2020

P
Revision



01 Proposed Section A_A
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1 Use figured dimensions only
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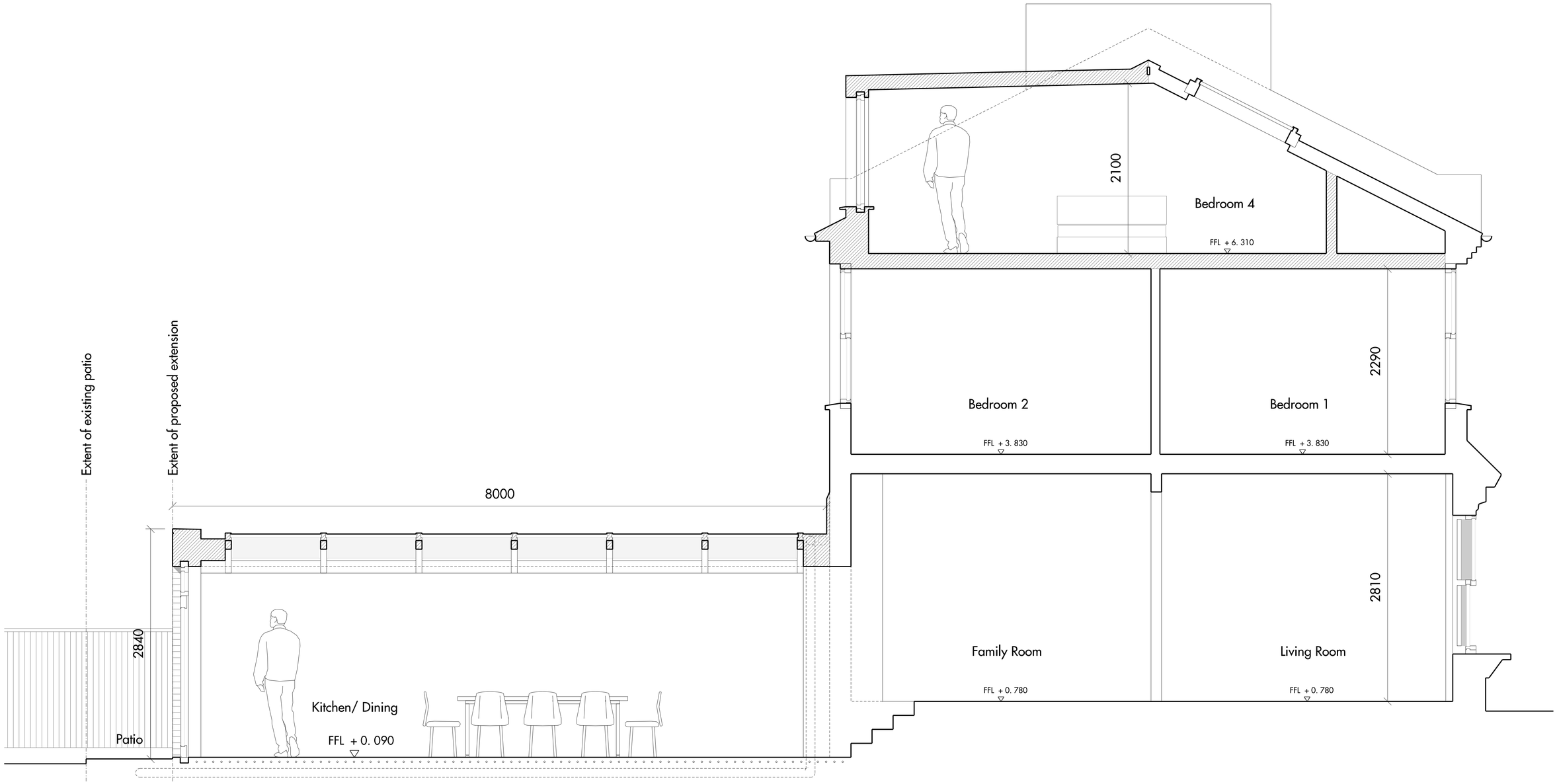
New
Existing

0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED SECTION A_A
1:50 @ A3
19.02.2020

P
Revision



01 Proposed Section B_B
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1 Use figured dimensions only
2 Do not scale from this drawing
3 All dimensions to be checked on site and the Architect to be informed of any discrepancies before construction commences
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5 Structural and services information shown is indicative only. Refer to consultants' drawings for details and setting out
6 All work and materials to be in accordance with current applicable statutory legislation and to comply with all relevent codes of practice and British and European standards

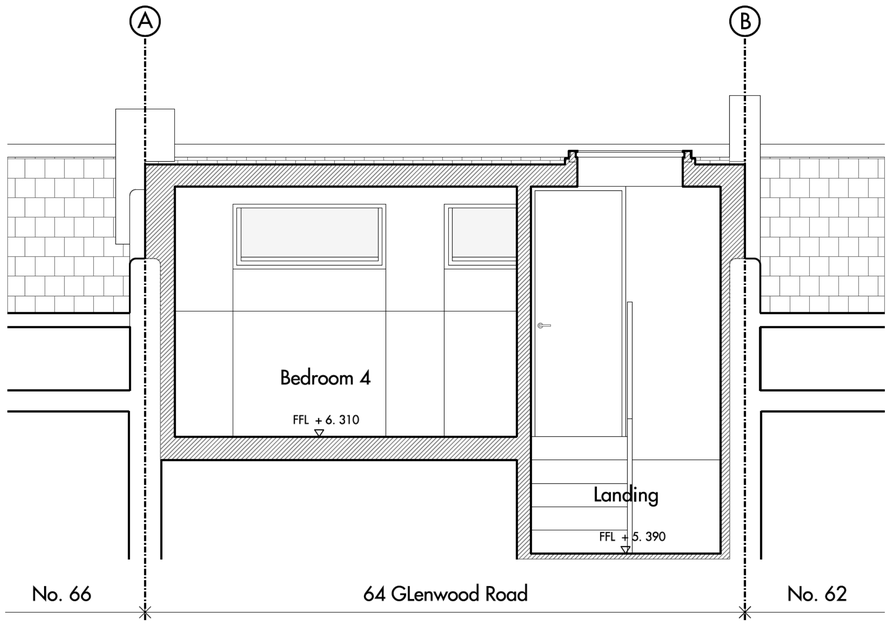
New
Existing

0 1m 3m 5m

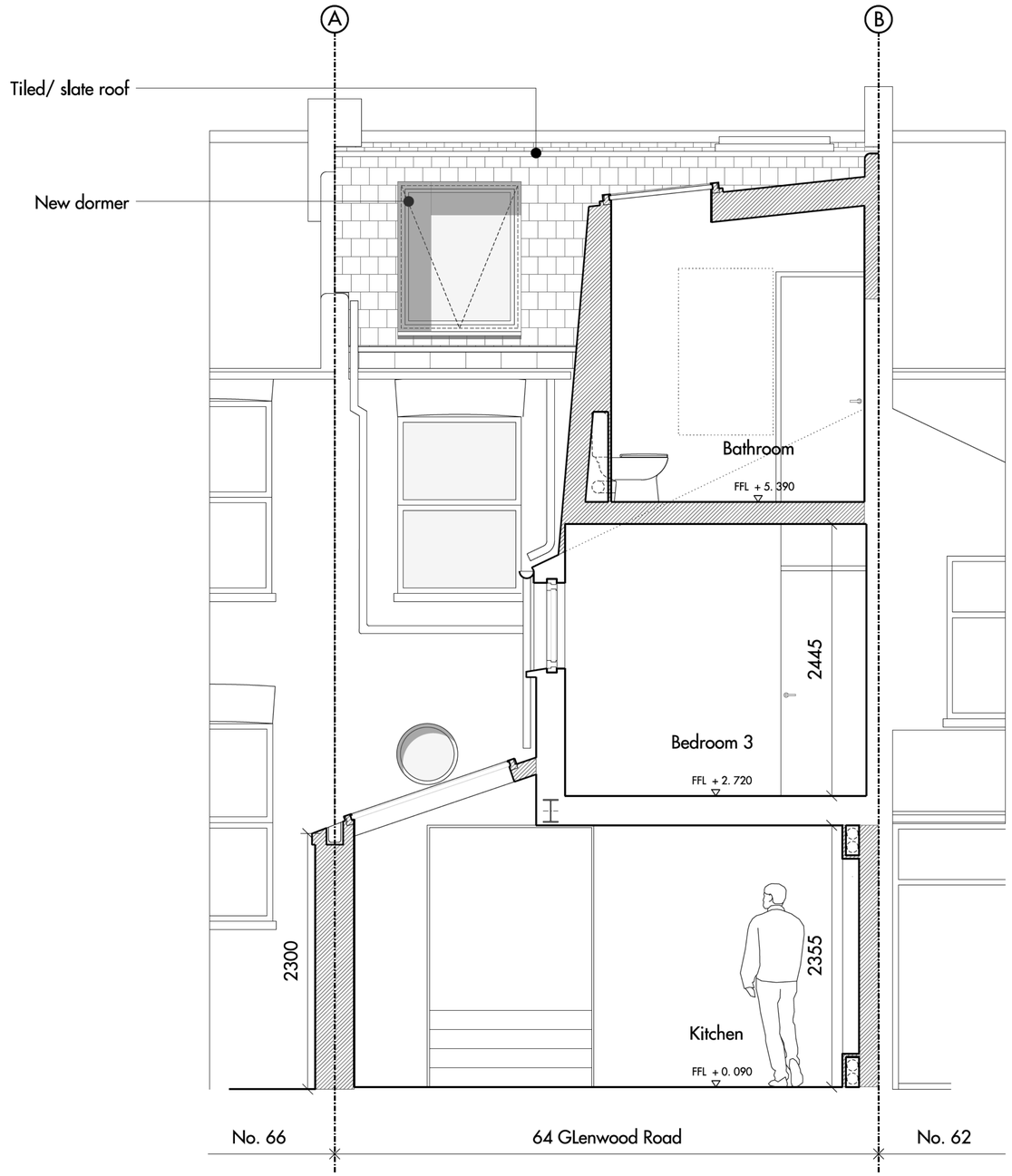
64 GLENWOOD ROAD

PROPOSED SECTION B_B
1:50 @ A3
19.02.2020

P
Revision



01 Proposed Section D_D
1:50 @ A3



02 Proposed Section C_C
1:50 @ A3

REV	DATE	DESCRIPTION	CKD

1 Use figured dimensions only
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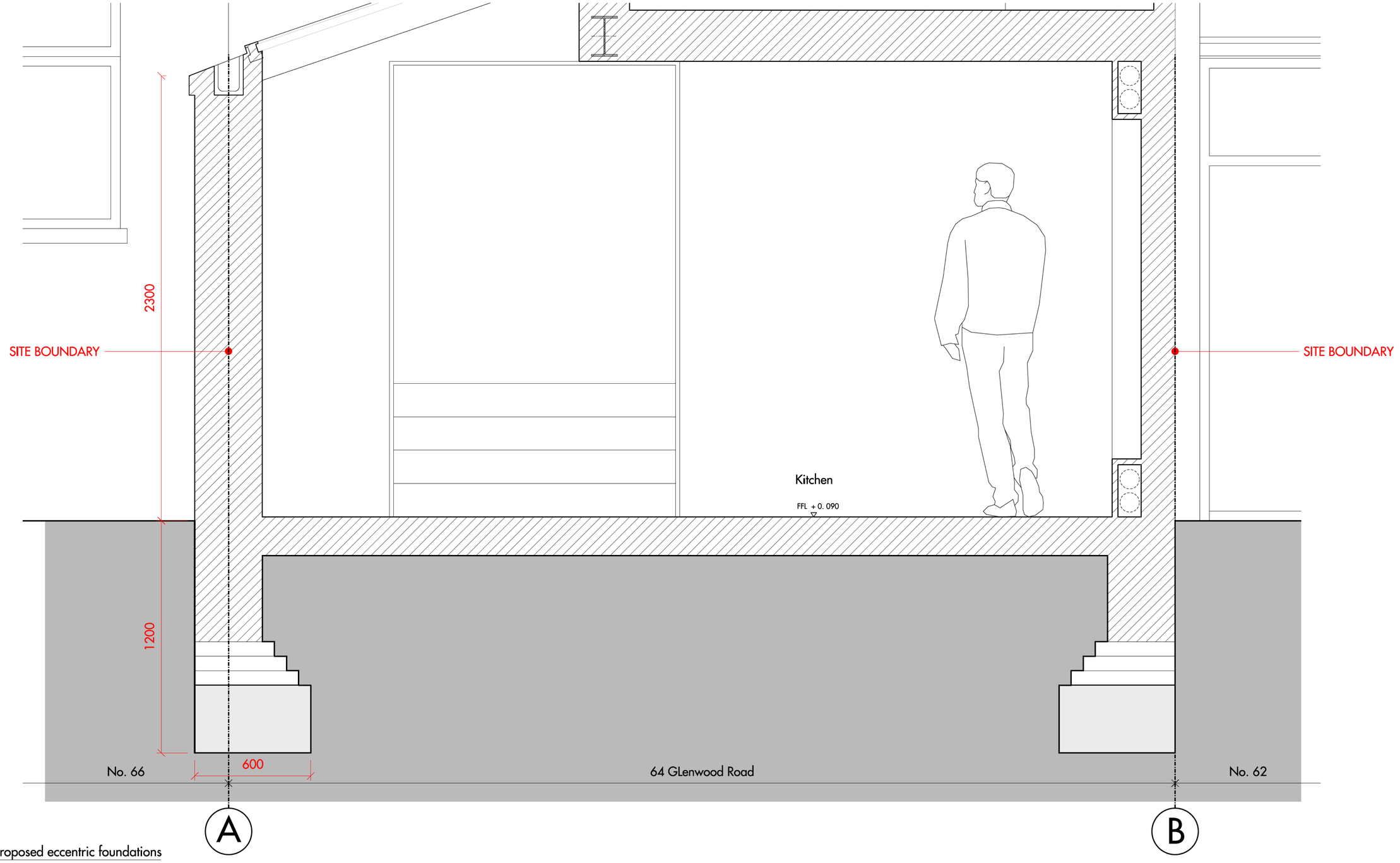
New
Existing

0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED SECTIONS
1:50 @ A3
19.02.2021

P
Revision



01 Proposed eccentric foundations
1:20 @ A3

REV	DATE	DESCRIPTION	CKD

1. Use figured dimensions only
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6. All work and materials to be in accordance with current applicable statutory legislation and to comply with all relevent codes of practice and British and European standards

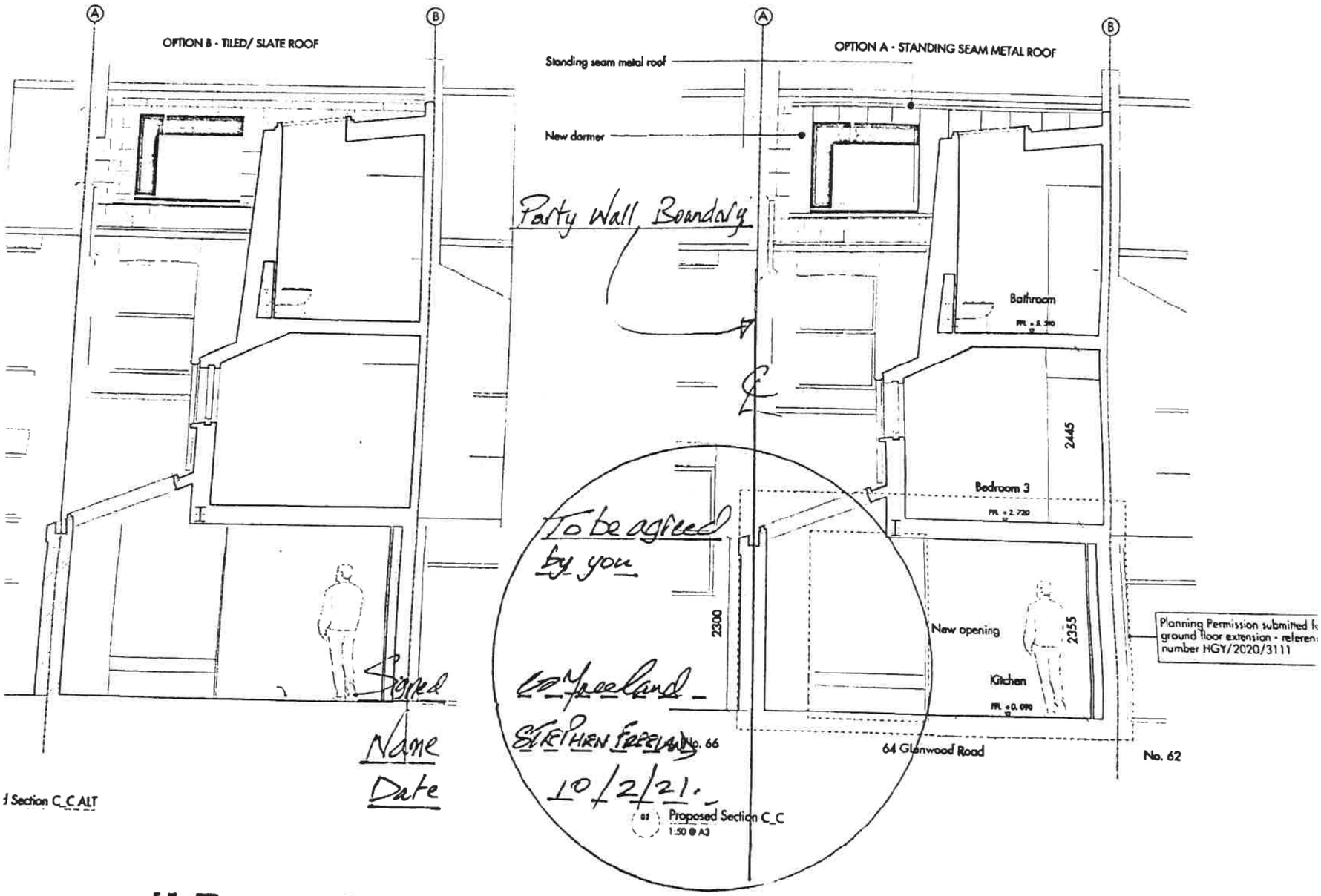
New
Existing

0 1m 3m 5m

64 GLENWOOD ROAD

PROPOSED ECCENTRIC FOUNDATIONS
1:20 @ A3
19.02.2020

P
Revision



1 Use figured dimensions only
2 Do not scale from this drawing
3 All dimensions to be checked on site and the Architect to be informed of any discrepancies before construction commences
4 All references to drawings refer to current revision of that drawing
5 Structural and services information shown is indicative only. Refer to consultants' drawings for details and setting out
6 All work and materials to be in accordance with current applicable statutory legislation and to comply with all relevant codes of practice and British and European standards

New

Existing

0 1m 2m 3m

64 GLENWOOD ROAD

PROPOSED SECTION C_C

1:50 @ A3

14.12.2020