

Party Wall Award



Prepared by



and

Gladston Matheson BSc (Hons) MRICS, C Build E MCABE

December 2023

Party Wall Award

AN AWARD under the provisions of the PARTY WALL etc. ACT 1996 to be served on the appointing owners under Section 10(14).

WHEREAS [REDACTED] (Hereinafter referred to as the Building Owner) is an owner within the meaning of the said Party Wall etc. Act 1996 (the Act) of the premises known as [REDACTED] (the Building Owner's property).

AND [REDACTED] (Hereinafter referred to as the Adjoining Owners) are owners within the meaning of the Act of the premises known as [REDACTED] (the Adjoining Owners property).

AND on the [REDACTED] the Building Owner served upon the Adjoining Owners under Sections 1(5) and 6(1) of the Act Notice of its intention to execute the building works described therein between the Building Owner's property and the Adjoining Owners property (The two properties).

AND a dispute or deemed dispute has arisen between the Building Owner and the Adjoining Owners within the meaning of the Act.

AND the Building Owner has appointed Gladston Matheson BSc (Hons), MRICS of KEYS Consulting Ltd of [REDACTED] to act as Building Owner's surveyor and the Adjoining Owners has appointed [REDACTED] as Adjoining Owners surveyor.

AND the two surveyors so appointed have selected [REDACTED] to act as Third surveyor in accordance with the provisions of the Act and, 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 Authority in accordance with section 10(8) of the above Act.

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 of the surveyors in this Award or subsequently during the 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.

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's Owner and the Adjoining Owners 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.

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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 (although the drawings may be reduced for inclusion herein) and properly showing the details of the works to be undertaken.

That nothing in this Award shall be held as conferring 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 person DO HEREBY MAKE THIS OUR AWARD.

1.

- (a) That the wall or structure separating the two properties is a party wall within the meaning of the Act.
- (b) That the said party wall and the Adjoining Owners building as described in the attached schedule of condition is sufficient for the present purposes of the Adjoining Owners.
- (c) A schedule of conditions dated *Twenty Ninth of November Two Thousand and Twenty Three* signed by us, the said two surveyors, is attached hereto as a record of fact and relates to the adjacent parts of the Adjoining Owners premises prior to the execution of the said work so far as can be ascertained without opening up or disturbing the structure or finishings.
- (d) That the drawings and schedule of conditions listed under the Schedule of Attachments and attached hereto form part of this Award.

2. That after service of the signed Award the Building Owner shall be at liberty, but under no obligation, to carry out the following works:

- (a) *Build on the line of junction walls wholly built on the Building Owners land 1(5)*
- (b) *The Building Owner proposes to excavate for and erect buildings or structures at the front and rear, within a distance of three metres measured horizontally from the building of the Adjoining Owners 6(1a)*
- (c) *Part of the proposed excavation, building or structure at the front and rear will within those three metres extend to a lower level than the level of the bottom of the foundations of the building or structure at the front and rear of the Adjoining Owners 6. There is no intention to underpin the Adjoining Owners foundations (1b).*

3 That no deviation from the works shall be made without prior agreement of the owners, or surveyors acting on their behalf and with their express authority, or in the event of a dispute determined by the appointed surveyors in accordance with section 10.

4. That if the Building Owner commences the works the Building Owner shall: