

Award – 100 and 110 Canterbury Road

AWARD

An Award under the provisions of the PARTY WALL etc ACT, 1996
To be served on the Appointing Owner under Section 10 (14)

In the matter of

SS1

And

Cartona

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WHEREAS SSI .

(hereinafter referred to as the Building Owner) is an owner within the meaning of the said Act of the premises known as 110 Canterbury Road, Croydon CRO 3HA

AND Cartona

(hereinafter referred to as the Adjoining Owner) is an owner within the meaning of the said Act of the adjoining premises known as 100 Canterbury Road, Croydon CRO 3HA

AND WHEREAS on 14th of January 2025 the Building Owner served under Section 1, notice of their intention to build up to the Line of Junction, and further notice under Section 6 of their intention to build within 3m of the boundary and below the level of adjacent foundations and their intention to execute the building works described therein between the Building Owner's property and the Adjoining Owner's property (the Two Properties).

AND WHEREAS the Adjoining Owner has dissented the works and a dispute has arisen between the Building Owner and the Adjoining Owner.

AND WHEREAS the Building Owner and Adjoining Owner have appointed Mr. Andrew J. MacSwayed Dip. Arch. ARB of Eurohaus Ltd. 196 High Road, Wood Green, London N22 8HH to act as their surveyor. ('The Appointed Surveyor').

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AND the Appointed Surveyor has selected David Maycox FRICS FFPWS of 55 Church Hill Road, East Barnet Village, Barnet, Herts EN4 8SY as referral Surveyor. This is in the event of Mr. MacSwayed becoming unable or unwilling to act and the Building and Adjoining Owner being subsequently unable jointly to agree upon a substitute. Under normal circumstances, if Mr. MacSwayed becomes unable to act before this party wall matter is concluded they should first seek to agree another Surveyor who shall be selected by the Appointing Officer for the time being of the relevant local authority in accordance with Section 10(8) of the Act.

It is a requirement of the Act that the Appointed Surveyor, shall settle by award all or any matters which are 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 any works outside the scope of the Act.

Any agreement or acceptance made by the Appointed 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 of light or other easement in or relating to the Adjoining Owner's property.

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The said premises having been inspected and the said drawings having been reviewed, I the undersigned, being the Appointed Surveyor, and having considered the proposals made by the Building Owner 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. (a) That the proposed works at number 110 are notifiable within the meaning the 1996 Party Wall Act.
- (b) That the Adjoining Owner's property as described in the attached schedule of condition is sufficient for the present purposes of the Adjoining Owner.
- (c) External Photographic Schedule of condition dated Wednesday 5th March and signed by me, the said Appointed Surveyor, is attached hereto as a record of fact and relate to the adjacent parts of the Adjoining Owner's premises prior to the execution of the said work so far as can be ascertained without opening up or disturbing the structure or finishings. A comprehensive set of exterior photographs taken on the schedule date are held by me on file.
- (d) That the drawings and documents listed below and attached hereto form part of this Award.
 - Schedules of condition dated March 5th 2025
 - Eurohaus drawing No's 2525 /PW002 and PW003
 - Eurohaus drawing No's 2525/002H, 024H, 029H, 036J, 039H, 045J, 049H, 084J, and 086H.

Consultants engineering drawings and calculation sheets have also been received and relied upon.

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- 2.** That fourteen days after service of the signed Award, the Building Owners may carry out the following works,
- (a) Remove the pre existing boundary wall between No. 100 and 110 Canterbury Road more particularly as indicated on drawings attached to this award.
 - (b) Form new foundations up to, but not more than 100mm over, the boundary with 100 Canterbury Road and use these foundations to build the new house side wall off.
 - (c) In forming foundations excavate a trench some 500mm wide and a minimum 1m deep adjacent to the boundary.
 - (d) Take down and set aside any boundary features that require relocating while the works at number 110 are being undertaken.
 - (e) Upon completion of the relevant sections of work on the land of No. 110 Canterbury Road, reinstate the boundary wall either side of the new house as indicated on drawings accompanying this award.
 - (f) In order to carry out the finishing work to the side of the new house being created at 110 Canterbury Road, gain periodic access for no more than 8 working weeks to the land of 100 Canterbury Road, and then only over a zone extending not more than 1500 mm into the land of number 100.
 - (g) Within 4 months of the date of this award - adjust the surface water drainage of number 100 Canterbury Road such that rather than flowing through the area occupied by the new house at 110 Canterbury Road – it connects directly to a surface water manhole on the land of number 110 more particularly as shown on drawings attached to this award.

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- 3.** That no deviation from the works shall be made without the prior written agreement of the Owners, or Surveyor acting on their behalf and with their express authority, or in the event of a dispute determined by the Appointed or if required, Replacement Surveyor in accordance with Section 10 of the Act.
- 4.** That if the Building Owner commences the works, they shall,
 - (a) Execute the whole of the works in full and do so at the sole cost of the Building Owner.
 - (b) Take all reasonable precautions and provide all necessary support to retain the land and buildings comprised within the Adjoining Owner's property.
 - (c) Make good all structural, decorative, horticultural or other damage to the Adjoining Owner's property occasioned by the works in identical materials to match the existing fabric and finishes, to the reasonable satisfaction of the Appointed Surveyor, with such making good to be executed upon completion of the works, or at any earlier time deemed appropriate by the Appointed Surveyor. If so required by the Adjoining Owner make payment in lieu of carrying out the work to make the damage good, with such sum to be determined by the Appointed Surveyor. Where decorative making good is required, this shall extend as necessary to retain reasonable continuity of appearance to the affected areas.
 - (d) Hold the Adjoining Owner and occupiers free from and indemnify them against all 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 works permitted by this award, and bear the costs of making any justified claims.

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4. (Continued)

- (e) Compensate the Adjoining Owner and / or adjoining occupiers for any loss or damage which may result to any of them by reason of any work executed in pursuance of this Act.
- (f) Permit the Appointed Surveyor to have access to the relevant parts of the Building Owner's property at all reasonable times, as the Appointed Surveyor deems necessary.
- (g) Carry out the whole of the works so far as practicable from the Building Owner's land. Where access to the Adjoining Owner's property is required to undertake work pursuant to the Act, (including that referred to in section 2f) seven days written prior notice shall be given by the Building Owner to the Adjoining Owner or the Appointed Surveyor in accordance with Section 8 of the Act.
- (h) Restrict works to the Party Wall (to which this Award relates) to between the hours of 8.00 a.m. to 6.00p.m. Monday to Friday. No work to which this Award relates shall be carried out at weekends or Public Holidays.
- (j) Clear away any dust and/or debris from time to time as necessary, or when instructed by the Appointed Surveyor.
- (k) Ensure their contractor has the appropriate insurance cover in place prior to undertaking the works described in clause 2 of this Award, and that cover is maintained throughout the duration of the works. Upon commencement of work provide evidence / copies of this insurance to the Appointed Surveyor. In the event that evidence of insurance is not forthcoming, the permitted works may not proceed.

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4. (Continued)

- (l) Maintain security throughout the works and secure any ladders or access equipment when the site is unattended. Adequately safeguard the site and any existing buildings affected by the works from damage and theft and take all reasonable precautions to minimise the risk of unauthorised and unlawful entry onto the Adjoining Owner's property during the course of the works where applicable.
 - (m) When requested to do so, prior to commencement of the works permitted by this award, provide the Appointed Surveyor with a programme for the works and a method statement in relation to their execution for approval.
- 5.** That the Appointed Surveyor shall be permitted access to the relevant parts of the Adjoining Owner's property, from time to time, as the Appointed Surveyor deems necessary, at reasonable times and after giving reasonable notice in accordance with Section 8 of the Act.
- 6.** That the whole of the works shall be executed in accordance with the 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.
- 7.** That the works shall be carried through with reasonable expedition after commencement so as to avoid unnecessary inconvenience to the Adjoining Owner or occupiers. The Building Owner shall ensure their contractor is instructed to minimise any nuisance to the Adjoining Owner and not play radios or loud music.

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- 8.** That a copy of this Award shall be provided for the Adjoining Owner and to the Building Owner's contractor with instructions that the latter complies with the terms relevant to execution of the permitted works.
- 9.** That the Building Owner shall, upon completion of the works, if so requested, provide to the Adjoining Owner a set of certified 'as built' drawings of the works.
- 10.** That the Building Owner shall, immediately on the service of this Award, pay the Appointed Surveyor's fees of £850 + VAT in connection with the obtaining and making of this Award. In the event of damage being caused or other contingencies or variations arising, a further fee shall be payable at a rate of £100 per hour plus VAT.
- 11.** That the Appointed Surveyor reserves the right to make and issue any further Award(s) that may be necessary, as provided in the Act.
- 12.** That the Building Owner's authority to carry out the works under this Award is conditional upon the relevant works being commenced and completed within 4 months of the signature and issue Award.
- 13.** That I, being the Appointed Surveyor, declare that insofar as the Construction Design and Management Regulations 2015 (CDM) may apply to the said works, that I have not approved any design, such matters being the responsibility of the Building Owner or Principal Designer.
- 14.** That either of the parties to this Award may within fourteen days from the date this Award is served upon them appeal to the County Court against this Award.

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- 15.** That any drawings, calculations, specifications and design details either appended to this award or provided to the Appointed Surveyor are accepted in good faith and the Appointed Surveyor shall not be held accountable for any defective design or inaccuracies contained thereupon.

IN WITNESS I have set my hands this day of
March 2025

Appointed Surveyor.....

WITNESS.....

Name:	Thomas Menski
Address:	Hauptstrasse 27 18233 Alt Bukow Mecklenburg Germany
Occupation:	CAD Technician