

The Party Walls etc ACT 1996

Flow Charts

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Reading List



- **The Party Wall etc ACT 1996 Explanatory Booklet - “the Claret book” you have had this months!**
- **A Practical manual for party walls surveyors - John Anstey**
- **Ansteys party walls by Graham North**
- **Misunderstandings and Guidance: Party Walls etc. Act 1996 - Alex Frame**
- **Party walls Case in Point – RICS**
- **Party Wall Act Explained (The Green book) Pyramus & Thisbe Club**
- **Party Wall Mind Set in Pictures**

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PARTY WALLS

Definitions (in Section 20)

Party Walls:

a) a wall which forms part of a building and stands on land of different owners to a greater extent than the projection of any artificially formed support on which the wall rests; and
(b) so much of a wall not being a wall referred to in paragraph (a) above as separates buildings belonging to different owners

Party Fence Walls:

a wall (not being part of a building) which stands on lands of different owners and is used or constructed to be used for separating such adjoining lands, but does not include a wall constructed on the land of one owner the artificially formed support of which projects into the land of another owner

Party Structure:

A party wall also a floor partition or other structure separating buildings or parts of buildings approached solely by separate staircases or separate entrances

Special Foundations:

Foundations in which an assemblage of beams or rods is employed for the purpose of distributing any load

Resources

The Party Wall etc Act

Party Walls

DETR explanatory book

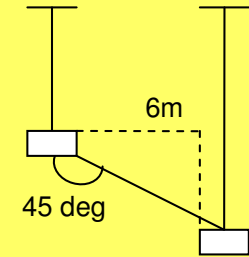
What can you do and how quickly?

Section 1 Works
Build on the party junction line
(Section 1)

Section 2 Works
Repair, maintain, improve
(Section 2)

Section 6 Works
Excavate within 3m of the party junction line (if below the foundations)
(Section 6(1))

Or (Section 6(2)) 6m if



What do you do if they serve a counter notice or doesn't reply

You don't need an Award if the adjoining owner serves a notice consenting within 14 days

You might include in the consent the sort of things you would put in the award

But, you must have given the adjoining owner a written notice period of ???

One month for Section 1 Works
(Section 1(2))

Two months for Section 2 Works
(Section 3 (2))

One month for Section 6 Works
(Section 6(5))

Apart from the projecting footings (where you must start within 1 month of your notice and finish them 12 months later (Section 1(6)), there is no time period for your works

You must get on with the Works and

Start within 12 months of your notice and get on with them diligently (Section 3(2)(b) and 6(8))

Good Party Walling

Give notice between one and two months in advance of date of when you want to start the Works

If to exercise party wall rights any adjoining land is to be "laid open", it must be protected and secured – Section 7(3)

Once you have agreed plans and sections and particulars of the Works you cannot change them without agreement – key points for your project manager (Section 7 (5(b)))

Get on with the works diligently

And don't cause any unnecessary inconvenience (Section 7 (1))

So, you might want to agree days & hours of working!

For Section 2 Works, give details of the works themselves including plans and sections and details of loads to be carried (Section 3 1(b))

For Section 6 Works, give:

- Details of whether works will strengthen the adjoining owner's property (Section 6 (5))
- Plans and sections of the excavation
- And say where any structures will go (Section 6 (6))

So, the works may not propose strengthening if not necessary

For Section 1 Works, you must describe the intended wall (Section 1 (2))

If you need access to the adjoining owner's land then, as long as you serve the correct notices, you have rights of entry in Section 8?

And Section 16 makes it a criminal offence for the adjoining owner to prevent entry! but

Do a **Schedule of Condition** regardless of whether it is a consent or award situation as the building owner will be liable for any damage you cause

Disputes

If you cannot obtain the adjoining land owner's consent within 14 days of the notice, a dispute is deemed to have arisen

So, don't serve the notice until you have informally discussed everything!

Then, under Section 10 (1) you must either:

Both appoint one **"agreed Surveyor"** to act for you (Section 10 (1) (a))

or

Each appoint a surveyor who must then (1) appoint a third one (Section 10 (1)(b))

the one or three surveyors then get on with it:

They make an award under Section 10(10) + (11).
The award can determine:

If they don't see Section 10(3) to Section 10(9)

The right to do the Works (Section 10 (12) (a))

Timing and the manner of doing the Works (Section 10 (12) (b))

Anything incidental, eg, Costs (Section 10(12)(c)) or security for expenses (Section 12(1))

And, interestingly, costs are determined by the surveyor not automatically paid by you(!) (Section 10(13))

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Compensation

In which case, under S11(9) if your neighbour requires them, he must pay for them

Unless it's a "special foundation" situation under Section 11(10)

Which Anstey thinks is unusual

Not intended to cover security for "damages" and only otherwise needed if there is a risk Building owner will stop/not complete the Works

The cost of doing the work is down to the Building owner (Section 11(1))

If the adjoining owner later makes use of the Works, he must contribute later (Section 11(11))

The adjoining owner can request security for expenses under Section 12

Unless you are remedying a defective party structure (Section 11(4))

When determined by "use and responsibility" (Section 11(4))

Section 12(2)(1) – suggests this relates to Works the adjoining owner **requires** to be carried out

After the Works:

Act provides under Section 7(2) that Building Owner must compensate the adjoining owner for any loss or damage resulting from your Works

So, get a Schedule of Condition done and inspect after the Works are done and, importantly, again before the defects liability period in the building contract expires

So, ensure contractor is liable to put right these defects too and that the defects liability period is long enough (12 months) for problems to show up

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Do I really need to go through this process?

The Act doesn't have any enforcement procedures in it, but if you don't:

The adjoining owner may injunct you

You won't know what damage you have caused and the Court will probably reverse burden of proof on you

You will have grumpy neighbours



Leading potentially to claims by the contractor, etc

So, you may end up repairing damage you didn't cause

Who won't invite you to parties or dinner



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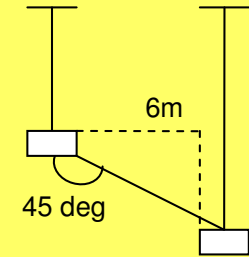
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