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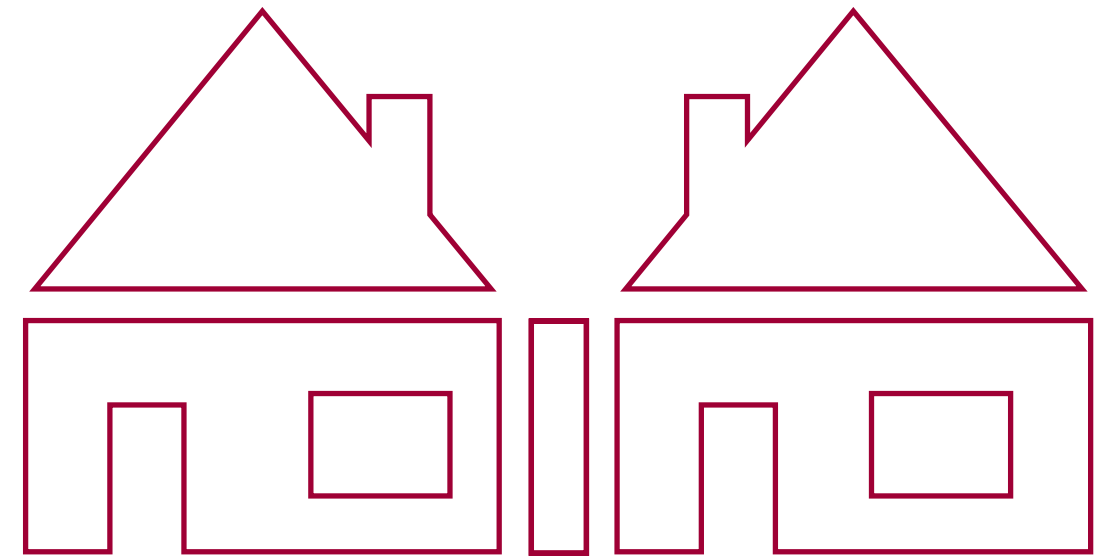


# THE PARTY WALL etc. ACT 1996:

EXPLANATORY BOOKLET



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DEPUTY PRIME MINISTER



# **THE PARTY WALL etc. ACT 1996:**

**EXPLANATORY BOOKLET**

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# Introduction

## PART 1: The Party Wall etc. Act 1996

### This booklet is not an authoritative interpretation of the law.

It aims to explain in simple terms how the Party Wall etc Act 1996 ("the Act") may affect someone who **either** wishes to carry out work covered by the Act (the "Building Owner") **or** receives notification under the Act of proposed adjacent work (the "Adjoining Owner").

Under the Act, the word "**owner**" includes the persons or body

- holding the freehold title, or
- holding a leasehold title for a period exceeding one year, or
- under contract to purchase such a title, or
- entitled to receive rents from the property

### There may therefore be more than one set of "owners" of a single property.

In this booklet the word "he" is used to include "she" and "they" (where there are joint owners or the owners are companies or other sorts of body).

This booklet is only about the Act, which is separate from planning or building regulations control.

*You must remember that reaching agreement with the Adjoining Owner or owners under the Act **does not remove the possible need to apply for planning permission or to comply with building regulations procedures.** Conversely, gaining planning permission or complying with the building regulations does not remove the need to comply with the Act where it is applicable.*

If you intend to carry out building work which involves one of the following categories:

- work on an existing wall or structure shared with another property (section 2 of the Act)
- building a free standing wall or a wall of a building up to or astride the boundary with a neighbouring property (section 1 of the Act)
- excavating near a neighbouring building (section 6 of the Act)

you must find out whether that work falls within the Act. If it does, you must notify **all** Adjoining Owners.

## 1

### What does the Act do?

**The Act came into force on 1 July 1997 and applies throughout England and Wales.**

It provides a framework for preventing and resolving disputes in relation to party walls, boundary walls and excavations near neighbouring buildings. It is based on some tried and tested provisions of the London Building Acts, which applied in inner London for many decades before the Act came into force.

Anyone intending to carry out work (anywhere in England and Wales) of the kinds described in the Act **must** give Adjoining Owners notice of their intentions.

**Where the intended work is to an existing party wall (section 2 of the Act) a notice must be given even where the work will not extend beyond the centre line of a party wall.**

It is often helpful in understanding the principles of the Act if owners consider themselves joint owners of the whole of a party wall rather than the sole owner of half or part of it.

Adjoining Owners can agree with the Building Owner's proposals or reach agreement with the Building Owner on changes in the way the works are to be carried out, and in their timing. Where there is no **written** consent or agreement, the Act provides for the resolution of 'disputes'.

## 2

### What does the Act cover?

- Various work that is going to be carried out directly to an existing party wall or structure (see paragraphs 4 to 19)
- New building at or astride the boundary line between properties (see paragraphs 20 to 25)
- Excavation within 3 or 6 metres of a neighbouring building(s) or structure(s), depending on the depth of the hole or proposed foundations (see paragraphs 26 to 29).

# 3

## What is a party wall?

The Act recognises two main types of party wall.

### Party wall type (a)

A wall is a "**party wall**" if it stands astride the boundary of land belonging to two (or more) different owners.

Such a wall:

- is part of one building (see diagram 1), or
- separates two (or more) buildings (see diagram 2), or
- consists of a "party fence wall" (see diagram 3).

A wall is a "**party fence wall**" if it is not part of a building, and stands astride the boundary line between lands of different owners and is used to separate those lands (for example a garden wall). *This does not include such things as wooden fences.*

### Party wall type (b)

A wall is also a "party wall" if it stands wholly on one owner's land, but is used by two (or more) owners to separate their buildings (see diagram 4).

An example would be where one person has built the wall in the first place, and another has butted their building up against it without constructing their own wall.

Only the part of the wall that does the separating is "party" - sections on either side or above are not "party".

The Act also uses the expression "**party structure**". This is a wider term, which could be a wall or floor partition or other structure separating buildings or parts of buildings approached by separate staircases or entrances (for example flats) – see diagram 5.



Diagram 1

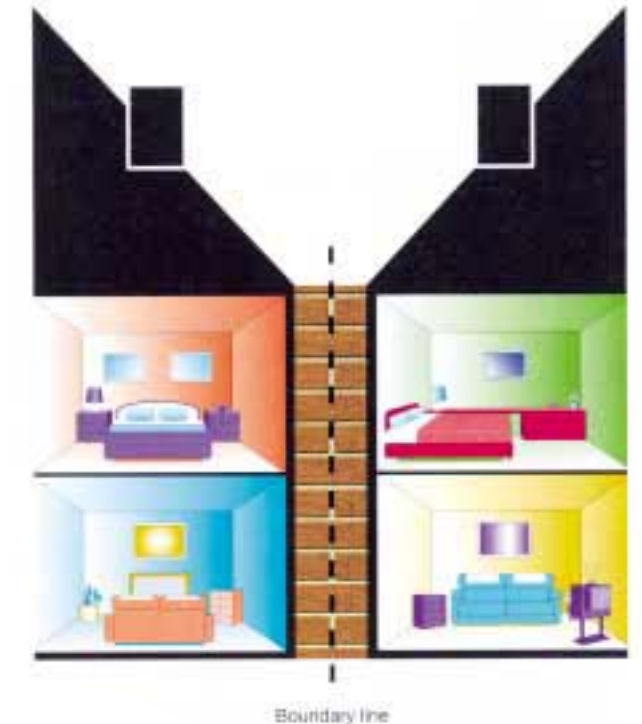


Diagram 2

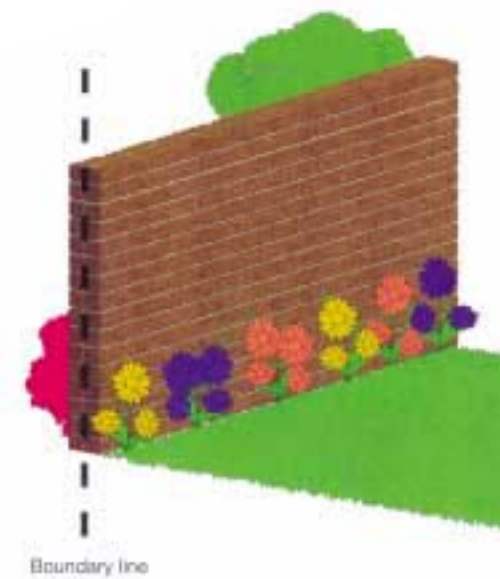


Diagram 3



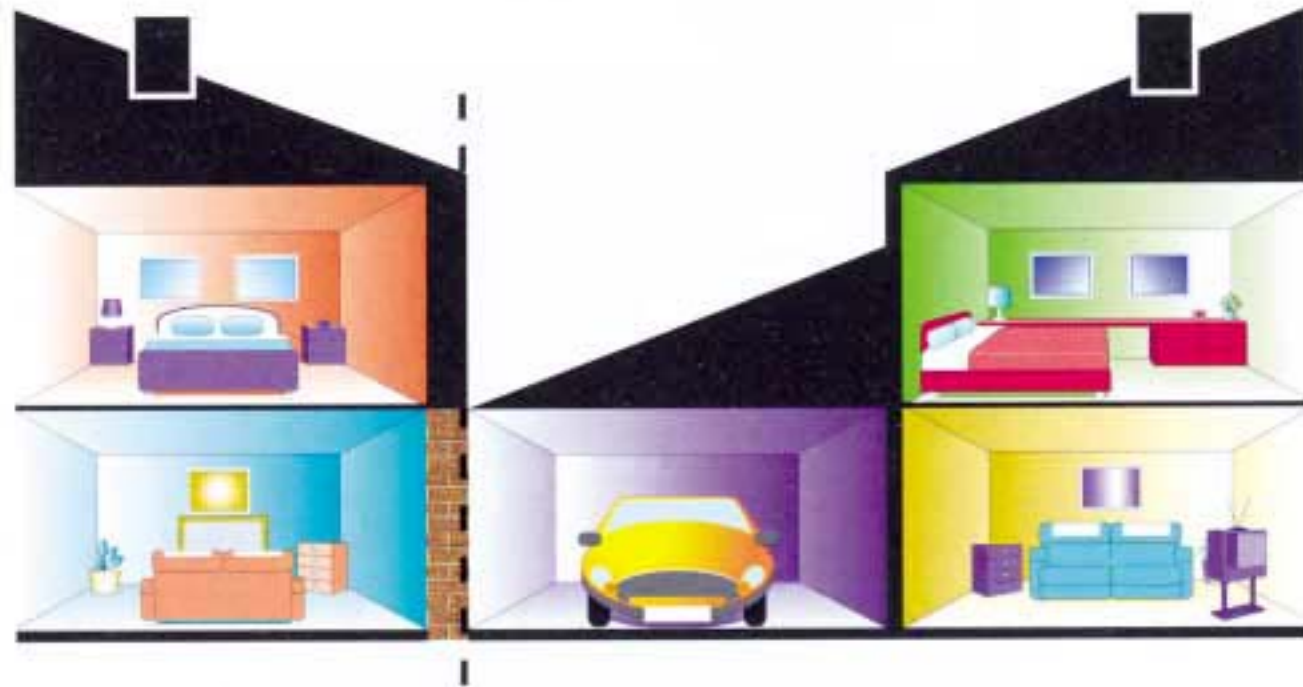


Diagram 4

Boundary line

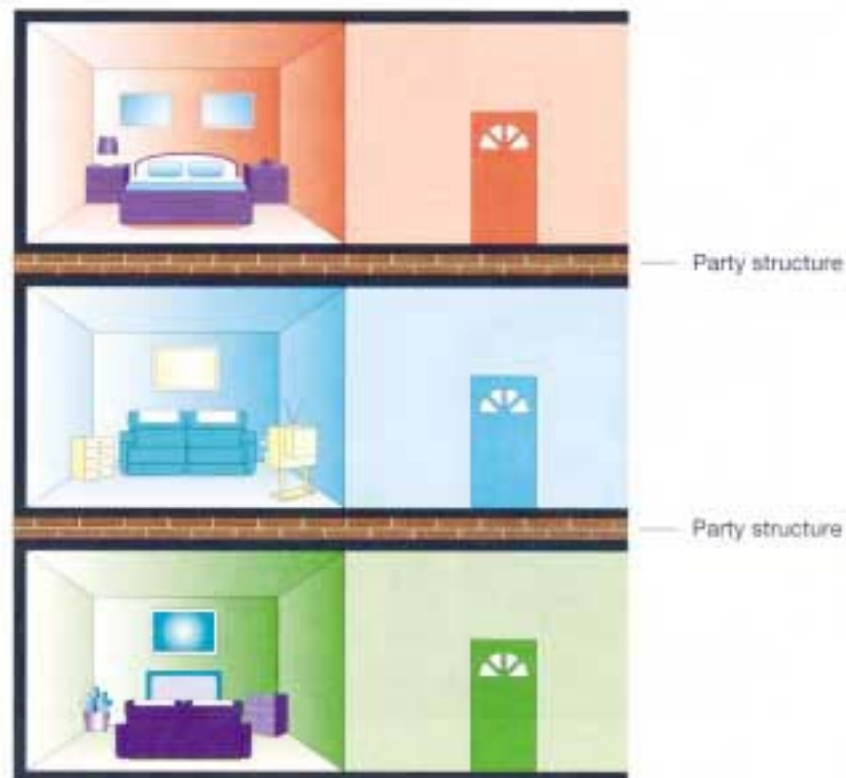


Diagram 5

## PART 2: BUILDING OWNERS

# Work on existing party walls (section 2 of the Act)

## 4

### What are my rights under the Act if I want to do work on an existing party wall?

The Act provides a Building Owner, who wishes to carry out various sorts of work to an existing party wall, with additional rights going beyond ordinary common law rights.

Section 2 of the Act lists what work can be done. The most commonly used rights are:

- to cut into a wall to take the bearing of a beam (for example for a loft conversion), or to insert a damp proof course all the way through the wall
- to raise the height of the wall and/or increase the thickness of the party wall and, if necessary, cut off any projections which prevent you from doing so.
- to demolish and rebuild the party wall
- to underpin the whole thickness of a party wall
- to protect two adjoining walls by putting a flashing from the higher over the lower, even where this requires cutting into an Adjoining Owner's independent building.

## 5

### What are my duties under the Act?

If you intend to carry out any of the works mentioned in paragraph 4, you **must** inform **all** Adjoining Owners - see paragraphs 7 and 8. You must not even cut into your own side of the wall without telling the Adjoining Owners of your intentions - but see paragraph 6.

*The Act contains no enforcement procedures for failure to serve a notice. However, if you start work without having first given notice in the proper way, Adjoining Owners may seek to stop your work through a court injunction or seek other legal redress.*

*An Adjoining Owner cannot stop someone from exercising the rights given to them by the Act, but may be able to influence how and at what times the work is done - see paragraph 10.*

The Act also says that a Building Owner must not cause unnecessary inconvenience. This is taken to mean inconvenience over and above that which will inevitably occur when such works are properly undertaken.

The Building Owner must provide temporary protection for adjacent buildings and property where necessary. The Building Owner is responsible for making good any damage caused by the works or must make payment in lieu of making good if the Adjoining Owner requests it.

In specific circumstances where party walls are demolished and rebuilt (s.2(2)(b) of the Act) section 11(5) provides that the cost of the work shall be shared. Where use is made of party walls previously built at the cost of the Adjoining Owner, the Act makes provision for a fair payment to be made to the Adjoining Owner.

## 6

### What about things like putting up shelves or wall units, or installing recessed electric sockets, or removing and renewing plaster?

Some works on a party wall may be so minor that service of notice under the Act would be generally regarded as not necessary.

Things like:

- drilling into a party wall to fix plugs and screws for ordinary wall units or shelving
- cutting into a party wall to add or replace recessed electric wiring and sockets
- replastering

may all be too minor to require a notice under the Act.

The key point is whether your planned work might have consequences for the structural strength and support functions of the party wall as a whole, or cause damage to the Adjoining Owner's side of the wall. If you are in doubt about whether your planned work requires a notice you might wish to seek advice from a qualified building professional.

## 7

### Who counts as an "Adjoining Owner"?

Essentially, an Adjoining Owner is anyone with an interest greater than a yearly tenancy in the adjoining property.

The adjoining property may have a freehold owner, a leasehold owner and/or a long term tenant, each or all of whom may be an 'Adjoining Owner' under the Act.

Where there is more than one owner of the property, or more than one adjoining property, it is your duty to notify all Adjoining Owners.

## 8

### How do I inform the Adjoining Owner or owners?

It is obviously best to discuss your planned work fully with the Adjoining Owners before you (or your professional adviser on your behalf) give notice, **in writing**, about what you plan to do. If you have already ironed out possible snags with your neighbours, this should mean that they will readily give consent in response to your notice. You do not need to appoint a professional adviser to give the notice on your behalf.

Whilst there is no official form for giving notice under the Act, your notice **must** include the following details:

- your own name and address (joint owners must all be named, e.g. Mr A & Mrs B Owner)
- the address of the building to be worked on (this may be different from your main or current address)
- a full description of what you propose to do (it may be helpful to include plans but you must still describe the works)
- when you propose to start (which must not be before the relevant notice period has elapsed).

The notice should be dated and it is advisable to include a clear statement that it is a notice under the provisions of the Act.

You may want to base your notice on Example Letter 1, set out in Part 5 of this booklet.

You may deliver the notice to the Adjoining Owner(s) in person or send it by post. Where the neighbouring property is empty or the owner is not known, you may address the notice to "The Owner", adding the address of the premises, and fix it to a conspicuous part of the premises.

You do not need to tell the local authority about your notice.

## 9

### How long in advance do I have to serve the notice?

At least **two months** before the planned starting date for work to the party wall. The Adjoining Owner may agree to allow works to start earlier but is not obliged to even when agreement on the works is reached. The notice is only valid for a year, so do not serve it too long before you wish to start.

# 10

## What happens after I serve notice?

A person who receives a notice about intended work may:

- give his consent in writing, or
- dissent from the works proposed, in writing (the procedure explained in paragraph 11 of this booklet then comes into play), or
- do nothing.

If, after a period of 14 days from the service of your notice, the person receiving the notice has done nothing, a dispute is regarded as having arisen - see paragraph 11.

A person who receives notice about intended work may, within one month, give a counter-notice setting out what additional or modified work he would like to be carried out for his own benefit. A person who receives a notice, and intends to give a counter-notice, should let the Building Owner know within 14 days.

If you receive a counter-notice you must respond to it within 14 days otherwise a dispute is regarded as having arisen - see paragraph 11.

As mentioned in paragraph 8, your notice should not come as a surprise. If you have already ironed out possible snags with your neighbours, this should mean that they will readily give consent in response to your notice.

It should be noted that where consent is given you are **not** relieved of your obligations under the Act, for example to avoid unnecessary inconvenience or to provide temporary protection for adjacent buildings and property where necessary. The notice of consent is simply confirmation that, at that time, there is nothing 'in dispute'. Should a difference arise at a later date (for example in respect of damage caused) the procedure explained in paragraph 11 then comes into play.

# 11

## What if I cannot reach agreement with the Adjoining Owners on the work to be done to the party wall?

The best way of settling any point of difference is by friendly discussion with your neighbour. Agreements must **always** be put in writing.

If you cannot reach agreement with the Adjoining Owners, the next best thing is to agree with them on appointing what the Act calls an "Agreed Surveyor" to draw up an "Award". The Agreed Surveyor should NOT be the same person that you intend to employ or have already engaged to supervise your building work - see paragraph 12.

Alternatively, each owner can appoint a surveyor to draw up the award together. The two appointed surveyors will select a third surveyor (who would be called in only if the two appointed surveyors cannot agree).

In all cases, surveyors appointed under the dispute resolution procedure of the Act must consider the interests and rights of both owners and draw up an award impartially.

Their duty is to resolve matters in dispute in a fair and practical way.

Where separate surveyors are appointed by each owner, the surveyors must liaise with their appointing owners and put forward the respective owners' preferred outcome. However, the surveyors do not act as advocates for the respective owners. They must always act within their statutory jurisdiction and jointly prepare a fair and impartial award.

# 12

## Who can I appoint as a surveyor in the event of a dispute?

The term "surveyor" is defined in the Act as any person who is not a party to the matter. This means that you can appoint almost anyone you like to act in this capacity. However, the surveyor should have a good knowledge of construction and of administering the Act.

Some people are obviously more suitable than others. You may wish to look for a qualified building professional with some experience or knowledge of party wall matters - see Part 6, Further Information, at the end of this booklet.

You and your neighbour should not choose the person you have engaged to supervise the building works to be the "Agreed Surveyor". It is difficult to be the person responsible for ensuring the completion of the work at the same time as giving full regard to the rights of the neighbours. Your neighbour may also be less inclined to agree to jointly appoint a person to resolve a dispute if that person is already engaged by you in another capacity.

# 13

## What does the surveyor do?

The surveyor (or surveyors) will prepare an "award" (also known as a "party wall award"). This is a document which:

- sets out the work that will be carried out
- says when and how the work is to be carried out (for example, not at weekends if the buildings are domestic properties)
- specifies any additional work required (for example necessary protection to prevent damage)
- often contains a record of the condition of the adjoining property before the work begins (so that any damage to the adjoining land or buildings can be properly attributed and made good)
- allows access for the surveyor(s) to inspect the works while they're going on (to see that they are in accordance with the award).

It is a good idea to keep a copy of the award with your property deeds when the works are completed.



## 14 Who pays the surveyor's fees?

The surveyor (or surveyors) will decide who pays the fees for drawing up the award and for checking that the work has been carried out in accordance with the award. Usually the Building Owner will pay **all** costs associated with drawing up the award if the works are solely for his benefit.

## 15 Is the surveyor's award final?

The Award is final and binding unless it is amended by the Court. Each owner has 14 days to appeal to the county court against an award. An appeal should only be made to the county court if an owner believes that the surveyors' determination is fundamentally wrong.

An appeal should not be undertaken lightly and an owner considering an appeal may well wish to seek legal advice.

## 16 Who pays for the building works?

Your agreement with the Adjoining Owner, or the award in the event of a dispute, will set this out.

The general principle in the Act is that the Building Owner who initiated the work pays for it if the works are solely for his benefit. However, there are cases where the Adjoining Owner may pay part of the cost, for example:

- where work to a party wall is needed because of defects or lack of repair for which the Adjoining Owner may be responsible (in full or in part).
- where an Adjoining Owner requests that additional work should be done for his benefit.

Where the dispute resolution procedure is called upon, the award may deal with apportionment of the costs of the work. The dispute procedure may be used specifically to resolve the question of costs if this is the only matter in dispute.

## 17 What happens if the neighbours won't cooperate?

If a dispute has arisen and the neighbouring owner refuses to appoint a surveyor under the dispute resolution procedure, you can appoint a second surveyor on his behalf, so that the procedure can go ahead - see paragraphs 11 and 12.

In these circumstances you will not be able to appoint an "agreed surveyor". Your own surveyor will advise you on the appointment of a second surveyor on behalf of the Adjoining Owner.

## 18 What about access to neighbouring property?

Under the Act, an Adjoining Owner and/or occupier must, **when necessary**, let in your workmen and your own surveyor or architect etc., to carry out works in pursuance of the Act (but only for those works), and allow access to any surveyors appointed as part of the dispute resolution procedure.

You must give the Adjoining Owner and occupier notice of your intention to exercise these rights of entry. The Act says that 14 days' notice must usually be given. It is an offence, which can be prosecuted in the magistrates' court, to refuse entry to or obstruct someone who is entitled to enter premises under the Act, if the offender knows or has reasonable cause to believe that the person is entitled to be there.

If the adjoining property is closed (for example an unoccupied property) your workmen and your own surveyor or architect etc. may enter the premises after following proper procedures if they are accompanied by a police officer.

You should discuss access for other works with your neighbour. It is often in the best interests of the Adjoining Owner to allow access voluntarily to build a wall or carry out works for which there is no statutory right of access, as this will allow a better finish to the side of the wall that they will see.

## 19 What rights do Adjoining Owners have?

Adjoining Owners' rights are described in Part 4 of this booklet. They include the right to:

- appoint a surveyor to resolve any dispute;
- require reasonably necessary measures to be taken to protect their property from foreseeable damage;
- not to suffer any unnecessary inconvenience;
- be compensated for any loss or damage caused by relevant works;
- ask for security of expenses before you start significant work so as to guard against the risk of being left in difficulties if you stop work at an inconvenient stage.

## NEW BUILDING ON THE BOUNDARY LINE BETWEEN NEIGHBOURING PIECES OF LAND (SECTION 1 OF THE ACT)

### 20 What does the Act say if I want to build up against or astride the boundary line?

If you plan to build a party wall or party fence wall astride the boundary line, you must inform the Adjoining Owner by serving a notice - see paragraphs 7 and 8. You may want to base your notice on Example Letter 4. However, there is no right to build astride the boundary without your neighbour's agreement in writing - see paragraph 22.

You must also inform the Adjoining Owner by serving a notice if you plan to build a wall wholly on your own land but up against the boundary line. You may want to base your notice on Example Letter 6.

*The Act contains no enforcement procedures for failure to serve a notice. However, if you start work without having first given notice in the proper way, Adjoining Owners may seek to stop your work through a court injunction or seek other legal redress.*

### 21 How long in advance do I have to serve the notice?

At least **one month** before the planned starting date for building the wall. The notice is only valid for a year, so do not serve it too long before you wish to start.

### 22 What happens after I serve notice about building astride the boundary line?

If the Adjoining Owner agrees within 14 days to the building of a new wall astride the boundary line, the work (as agreed) may go ahead. The expense of building the wall may be shared between the owners where the benefits and use of that wall will be shared.

The agreement must be **in writing** and should record details of the location of the wall, the allocation of costs and any other agreed conditions.

If the Adjoining Owner does not agree, **in writing**, within 14 days, to the proposed new wall astride the boundary line, you must build the wall wholly on your own land, and wholly at your own expense. However, you have a right to place necessary footings for the new wall under your neighbour's land – see paragraph 23 - subject to compensating for any damage caused by building the wall or laying the foundations. There is no right to place reinforced concrete under your neighbour's land without their express written consent.

You may start work one month after your notice was served.

### 23 What happens after I serve notice about building up against the boundary line?

Unless your neighbour objects, you may start work one month after your notice was served. You have the right to place footings and foundations extending under the Adjoining Owner's land. However, there is no right to place reinforced concrete foundations under your neighbour's land without their express written consent.

The wall will be built wholly at your own expense and you will have to compensate any Adjoining Owner for any damage to his property caused by the building of the wall, or the placing of footings and foundations under his land.

### 24 What happens if there is a disagreement with my neighbour?

If there is a disagreement about any work of the kinds covered in paragraphs 22 and 23, including compensation, the dispute can be settled under the procedure described in paragraphs 11 to 17.

The surveyor(s) can assist the owners in reaching agreement but cannot decide who is right if the boundary location is in dispute (see paragraphs 37 and 38 in Part 4 of this booklet).

### 25 What about access to neighbouring property?

See paragraph 18.

## EXCAVATION NEAR NEIGHBOURING BUILDINGS (SECTION 6 OF THE ACT)

### 26 What does the Act say if I want to excavate near neighbouring buildings?

If you plan to:

- excavate, or excavate and construct foundations for a new building or structure, within 3 metres of a neighbouring owner's building or structure, where that work will go deeper than the neighbour's foundations (see diagram 6); or
- excavate, or excavate for and construct foundations for a new building or structure, within 6 metres of a neighbouring owner's building or structure, where that work will cut a line drawn downwards at 45° from the bottom of the neighbour's foundations (see diagram 7)

you must inform the Adjoining Owner or owners by serving a notice - see paragraphs 7 and 8.

You may want to base your notice on Example Letter 8.

Note that, for the purposes of section 6 of the Act, "Adjoining Owners" may include your next-but-one neighbour if they have foundations within 6 metres.

The notice **must** state whether you propose to strengthen or safeguard the foundations of the building or structure belonging to the Adjoining Owner. Plans and sections showing the location and depth of the proposed excavation or foundation and the location of any proposed building **must** also accompany the notice.

*The Act contains no enforcement procedures for failure to serve a notice. However, if you start work without having first given notice in the proper way, Adjoining Owners may seek to stop your work through a court injunction or seek other legal redress.*



Diagram 6



Diagram 7

# 27

## How long in advance do I have to serve the notice?

At least **one month** before the planned starting date for the excavation. The notice is only valid for a year, so do not serve it too long before you wish to start.

# 28

## What happens after I serve notice?

If the Adjoining Owner gives **written notice** within 14 days agreeing to the proposed works, the work (as agreed) may go ahead. If the Adjoining Owner does not respond, or objects to the proposed work, a dispute is regarded as having arisen - see paragraphs 11 to 17.

After the work has been completed, the Adjoining Owner may request particulars of the work, including plans and sections.

# 29

## What about access to neighbouring property?

See paragraph 18.

## PART 3:

# Adjoining Owners/Occupiers

Adjoining Owners should note that the primary purpose of the Act is to facilitate development. In return for rights to carry out certain works, the Building Owner (the person having the work done) must notify you in advance. He is made legally responsible for putting right any damage caused by carrying out the works, even if the damage is caused by his contractor.

*You cannot stop someone from exercising the rights given to them by the Act, but you may be able to influence how and at what times the work is done.*

*If you refuse to respond to a notice from a Building Owner, he will be able to appoint a second surveyor on your behalf so that the dispute resolution procedure can proceed without your co-operation*

It is preferable that the owners reach agreement between themselves wherever possible without the need to activate the dispute resolution procedure. You do not lose subsequent rights by agreeing to the intended works described in the Building Owner's notice. Agreement to the intended works simply signifies that, *at this point in time*, there is nothing in dispute. If a dispute arises at a later date, say in respect of damage caused, you can activate the dispute resolution procedure.

# 30

## What does the Act say if my neighbour wants to carry out building work?

If your neighbour intends to carry out building work which involves one of the following categories:

- work on an existing wall or structure shared with another property (section 2 of the Act) - see paragraphs 4 to 18
- building a free standing wall or a wall of a building up to or astride the boundary with a neighbouring property (section 1 of the Act) - see paragraphs 19 to 24; or
- excavating near a neighbouring building (section 6 of the Act) - see paragraphs 25 to 28;

they must notify you in writing before they start work see paragraph 8, 20 and 26.

# 31

## What do I do if I receive a Party Wall Act notice from my neighbour?

If you receive a notice from your neighbour you should **reply to it in writing within 14 days** of receiving it. You do not need to appoint a professional adviser to respond to the notice on your behalf.

You can agree or disagree with what is proposed. You may want to base your reply on Example Letter 2 or 3 in Part 5 of this booklet, which you may have received with the notice.

If you do not respond to a notice about an intended new wall built up to (but not astride) the line of junction, the work can commence after the one month notice period. The Building Owner may place any necessary footings and foundations under your land (but not reinforced concrete foundations without your prior written consent).

If you do not respond, **in writing**, within 14 days to a notice about an intended new wall built astride the line of junction, the Building Owner must build the wall entirely on his own land. The work can commence after the one month notice period. The Building Owner may place any necessary footings and foundations under your land (but not reinforced concrete foundations without your prior written consent).

If you receive a notice about work to an existing party structure, or a notice about excavations within 3 or 6 metres of your foundations, and you have not responded, **in writing**, within a period of 14 days from receipt of the notice, a dispute is regarded as having arisen. The procedure explained in paragraphs 11 to 15 then formally comes into play.

If you disagree with the work described in a notice under the Act you should explain why. The Building Owner can then consider your objection and perhaps amend his proposal. Agreement might then be reached, without the need to use the formal dispute resolution procedure.

# 32

## What do I do if I believe my neighbour is about to start work and I have not received a Party Wall Act notice?

You should let your neighbour know (in writing) about the Act. You may wish to send him a copy of this booklet.

# 33

## What do I do if my neighbour starts work and I have not received a Party Wall Act notice?

The Act contains no enforcement procedures for failure to serve a notice. However, if your neighbour starts work without having first given notice in the proper way, you may seek to stop the work through a court injunction or seek other legal redress. You may wish to take professional legal advice before commencing such action.

# 34

## What if I cannot reach agreement with my neighbour?

See paragraphs 11 - 17.

Where the proposed works are minor and/or not intrusive on your building or land, you may have only minor objections that you cannot agree or perhaps simply want some assurance that the correct procedures are followed.

In these circumstances, and particularly in residential circumstances where surveyors fees would significantly increase the project costs, the appointment of an agreed surveyor to resolve the dispute is preferable, especially so if the proposed surveyor is not otherwise involved in your neighbour's project.

# 35

## What about access to my property?

See paragraph 18.

Even where you object to what your neighbour is building on his land, it is often to your benefit to allow access, for example for scaffolding or to allow pointing of the wall, as the wall will probably be visually more acceptable if access is given.

# 36

## As a neighbouring owner, what can I do to guard against the risk that the Building Owner may leave work unfinished?

If there is a risk that you will be left in difficulties if the Building Owner stops work at an inconvenient stage, you can ask him, before he starts work, to make available an amount of money that would allow you to restore the status quo if he fails to do so.

The money remains his throughout, but if, for example, you need to have a wall rebuilt, you, or more commonly the surveyors, can draw on that security to pay for the rebuilding.

This provision is usually reserved for particularly intrusive or complex works.

37

## Does the Act change who owns the party wall?

No. The Act does not change the ownership of any wall, nor does it change the position of any boundary. Boundaries can still run through the centre of a wall, so that each owner may technically own half of a wall. However, it may help in understanding the principles of the Act if owners consider themselves joint owners of the whole of a party wall rather than the sole owner of half or part of it.

The Act sets out what rights an owner has in relation to works to a party wall and what he is obliged to do before he can exercise those rights.

38

## Can the Act be used to resolve a boundary dispute?

No. The Act does not contain any provision that could be used to settle a boundary line dispute.

Such disputes can be resolved through the courts or through alternative dispute resolution procedures (which may be simpler, quicker and cheaper), for example mediation, decision by an independent expert or arbitration.

39

## Does the Act supersede common law rights?

Yes, but only in relation to works covered by the Act, and only when the correct notices have been given and the procedures correctly followed.

40

## Does the Building Owner have to wait for the full one or two months after serving a notice before starting work?

No, so long as the Adjoining Owner agrees, **in writing**, to the work starting earlier than as stated in the notice.

41

## What can be done to weather proof a narrow gap formed where a person is building on his own land alongside the external wall (e.g. an earlier back garden extension built up to the Adjoining Owner's side of the boundary line)?

It is good practice to prevent debris collecting in (or animals entering) the small gap between two adjacent independent structures and the Act allows for any works "incidental to the connection of a structure with the premises adjoining it". There are several proprietary products that can effectively seal the gap between two buildings without having to cut into or permanently fix to either building. The Building Owner erecting the second structure would usually carry out this work.

## PART 5: Example Letters

- Example Letter 1 – Party Structure Notice
- Example Letter 2 – Positive acknowledgement of Party Structure Notice
- Example Letter 3 – Negative acknowledgement of Party Structure Notice
- Example Letter 4 – Line of Junction Notice – new wall astride the boundary
- Example Letter 5 – Acknowledgement of Line of Junction Notice - new wall astride the boundary
- Example Letter 6 – Line of Junction Notice – new wall wholly on your land
- Example Letter 7 – Acknowledgement of Line of Junction Notice - new wall wholly on your land
- Example Letter 8 – 3 or 6 metre Notice
- Example Letter 9 – Positive acknowledgement of 3 or 6 metre Notice
- Example Letter 10 – Negative acknowledgement of 3 or 6 metre Notice

### NOTES ON COMPLETING SAMPLE LETTERS

Where alternatives appear (e.g. I/we), you should write **only** the applicable option.

Where *italics* appear, you should refer to the following notes for guidance:

- 1 *Building Owner* – This is the owner of the premises where the work is proposed. If the property is owned in joint names both or all names must be given in the notice.
- 2 *Building Owner's main address* – This is your main correspondence address and may be different to *Building Owner's building* as at note 3.
- 3 *Building Owner's building* – this is the address of the premises where the work is proposed.
- 4 *Adjoining Owner* - If possible give the neighbour's full name/s. If you do not know the name write "The Owner"
- 5 *Adjoining Owner's main address* –  
If the *Adjoining Owner* does not live at the premises e.g. a landlord, the address will be the owner's main address.  
  
If the *Adjoining Owner* is an owner-occupier or if you do not know who is the owner this will be the address adjacent to your premises – i.e. the *Adjoining Owner's building* as note 6.
- 6 *Adjoining Owner's building* - this is the address of the premises adjacent to that where the work is proposed.

- 7 *Date* – This is the date your notice is posted or served. You should always date your letter, as this will avoid confusion as to when notice was served.
- 8 *Title* - If known give the full name/s, otherwise write "Sir or Madam".
- 9 *Explanatory booklet* - It is recommended that you provide a copy of this booklet to your neighbour so that they know why you have written to them.
- 10 *Date of works* – This **must** be after the end of the notice period, which for Party Structure Notices is two months and for Line of Junction and 3 or 6-metre Notices is one month. If you do not know exactly when your works will start you may wish to add "or thereafter".
- 11 You may wish to start earlier than the one-month or two-month notice period but can only do so with your neighbour's written agreement. You may wish to add "or sooner with your written agreement".
- 12 *Attached letter* - It is recommended you prepare a letter for your neighbour to use - based on example letters 2 and 3 for Party Structure Notices, 5 or 7 for Line of Junction Notice or 9 and 10 for 3/6 Metre Notices.
- 13 *Agreed Surveyor's name* - It is recommended that you give the name, address and telephone number of the person you propose to use as the 'agreed surveyor'.
- 14 *Building Owner's signature* - Remember to sign the notice. All joint owners should sign unless one is authorized to sign for all joint owners. It is recommended you also print your name.
- 15 (*Line of Junction Notice*) *Description of the wall* – Describe the wall you intend to build - for example height, length, materials etc. You might wish to add further information for your neighbour's benefit – for example 'forming part of a single storey extension' or include drawings.
- 16 (*Party Structure Notice*) *Description of the works* Give full details of the works you propose to carry out that affect the party structure or the adjacent building. If special foundations are proposed, section 3(1)(b) then there is a need for plans, sections and details of construction. In cases that do not involve special foundation you still might wish to include drawings for your neighbour's benefit if they are available but this is not essential if works are properly described.
- 17 (3/6 metre Notice)  
*Description of the excavation and works.* - A simple description such as "excavate to lay drainage/foundations" will suffice if the drawings clearly show what is proposed.  
  
*Drawings.* – It is a requirement of the Act that drawings are provided showing the depth of the proposed excavations and the location of any proposed building or structure. It is also advisable for the drawings to show the position of the adjoining building in relation to the excavations.  
  
*Safeguarding the Adjoining Owner's foundations.* – You are required to tell the Adjoining Owner whether you intend to underpin or otherwise strengthen or safeguard the foundations of his building or structure.

## Example letter 1 – Party Structure Notice.

To *Adjoining Owner* [see note 4]  
Of *Adjoining Owner's main address* [see note 5]

Date [see note 7]  
Dear *title* [see note 8]

### The Party Wall etc Act 1996 Notice of proposed works – Party Structure Notice.

As the owner/s of *Building Owner's building* [see note 3] which is adjacent to your premises at *Adjoining Owner's building* [see note 6] I/we *Building Owner* [see note 1] of *Building Owner's main address* [See note 2] notify you that in accordance with our rights under section 2 of the Party Wall etc Act 1996 I/we intend to carry out building works.

**[Only if applicable add** – The enclosed explanatory booklet provides more information about the Act.] [See note 9]

The proposed works are: *description of the works* [see note 16]

The proposed works *do / do not* involve special foundations, [Only if applicable, see note 16 add - and as such I attach the relevant plans, sections and details of construction]

I/we intend to start works on *date of works* [see note 10] [if you want to start within the 2 month notice period add - or on the earlier date of [date] with your written agreement - see note 11]

If you are content for the works to go ahead as proposed please complete, sign and return the attached letter [See note 12] within 14 days of receiving this letter.

If you do not confirm in writing that you are content for the work to go ahead as proposed we will be 'in dispute' under the Act.

In the event of any dispute between us under the Act, would you be willing to agree to the appointment of an 'Agreed Surveyor'?  
If the answer is yes I suggest using *Agreed Surveyor's name* [See note 13] but would be happy to receive your alternative proposal.  
If the answer is no, please let me know whom you would appoint as your surveyor.

Yours sincerely

*Building Owner's signature/s* [See note 14]

## Example letter 2 – Positive Acknowledgement of Party Structure Notice.

To *Building Owner* [see note 1]  
Of *Building Owner's main address* [see note 2]

### The Party Wall etc Act 1996 Acknowledgment of Notice

As Adjoining Owner/s under the Act of *Adjoining Owner's building* [see note 6] and having received notice dated *date* [see note 7] in respect of proposed works at *Building Owner's building* [see note 3] and without prejudice to any of my/our rights under the Act,

I am / We are content for the works set out in your notice to go ahead as proposed.

[Only if the proposed works involve special foundations add:]  
I/We *Adjoining Owner* give/withhold consent to the special foundations.

**[Only if proposing to start work before the 2 month notice period has expired add:]**

I/We *Adjoining Owner* am/are \* Delete as appropriate  
content\* / not content\* for you to start work on the earlier date of [date]

Yours sincerely

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Print name/s

Please note all joint owners should sign.  
Please also print your name/s and date the letter.



### Example letter 3 – Negative Acknowledgement of Party Structure Notice.

To *Building Owner* [see note 1]  
Of *Building Owner's main address* [see note 2]

#### The Party Wall etc Act 1996 Acknowledgment of Notice

As Adjoining Owner/s under the Act of *Adjoining Owner's building* [see note 6] and having received notice/s dated *date* [see note 7] in respect of proposed works at *Building Owner's building* [see note 3] and without prejudice to any of my/our rights under the Act,

I am / we are not content for the works set out in your notice to go ahead as proposed.

My/Our objections are:

\*\*\* As we are now in dispute under the Act, I/we concur in the appointment of Agreed Surveyor's name [see note 13] to act as agreed surveyor.

\*\*\* As we are now in dispute under the Act, I/we do not agree with your proposal for agreed surveyor and propose

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details

as an alternative to act as agreed surveyor or as my/our surveyor if you do not concur.

\*\*\* As we are now in dispute under the Act, I/we shall be appointing:

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details

to act as my/our surveyor.

\*\*\* Delete two of the three options as appropriate.

Yours sincerely

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Print name/s

Please note all joint owners should sign.  
Please also print your name/s and date the letter.

### Example letter 4 – Line of Junction Notice – new wall astride the boundary

To *Adjoining Owner* [see note 4]  
Of *Adjoining Owner's main address* [see note 5]

Date [see note 7]  
Dear *title* [see note 8]

#### The Party Wall etc Act 1996 Notice of proposed works – Line of Junction Notice.

As the owner/s of *Building Owner's building* [see note 3] which is adjacent to your premises at *Adjoining Owner's building* [see note 6] I/we *Building Owner* [see note 1] of *Building Owner's main address* [see note 2] notify you that in accordance with our rights under section 1 of the Party Wall etc Act 1996 I/we intend to build at the Line of Junction between our properties.

[Only if applicable add – The enclosed explanatory booklet provides more information about the Act.] [See note 9]

I/we would, with your written permission, like to build a new wall as a party wall astride the boundary. If you are content for me/us to build a party wall astride the boundary please complete, sign and return the attached letter [see note 12] within 14 days. If I/we do not receive your written permission or you dissent the wall will be built wholly on my/our own land up to the boundary line

The proposed works are: *description of the wall* [see note 15]

I/we intend to start works on *date of works* [see note 10] [if you want to start within the 1 month notice period add - or on the earlier date of [date] with your written agreement - see note 11]

[Only if applicable add – Under the right given by section 1(6) of the Party Wall etc Act it is intended to put projecting foundations under your land.]

[Only if applicable add – Under section 7(4) of the Party Wall etc Act with your written permission, I wish to lay special foundations extending under your land.]

In the event of any dispute between us under the Act, would you be willing to agree to the appointment of an 'Agreed Surveyor'?

If the answer is yes I suggest using *Agreed Surveyor's name* [See note 13] but would be happy to receive your alternative proposal.

If the answer is no, please let me know whom you would appoint as your surveyor.

Yours sincerely

*Building Owner's signature/s* [See note 14]

## Example letter 5 – Acknowledgement of Line of Junction Notice. New wall astride the boundary

To *Building Owner* [see note 1]  
Of *Building Owner's main address* [see note 2]

### The Party Wall etc Act 1996 Acknowledgment of Notice

As Adjoining Owner/s under the Act of *Adjoining Owner's building* [see note 6] and having received notice/s dated *date* [see note 7] in respect of proposed works at *Building Owner's building* [see note 3] and without prejudice to any of my/our rights under the Act,

I/We *Adjoining Owner* am/are: \* Delete as appropriate

Content\* / Not content\* for you to build a party wall astride the boundary between our properties as proposed in your notice.

**[Only if proposing to lay projecting special foundation add:]**

Content\* / Not content\* for you to place special foundations on our land [see note 10]

**[Only if proposing to start work before the 1 month notice period has expired add:]**

Content\* / Not content\* for you to start work on the earlier date of [date].

In the event of a dispute arising under the Act: \*\*\* Delete 2 of the 3 options as appropriate.

\*\*\* I/we would concur in the appointment of *Agreed Surveyor's name* [see note 13] to act as agreed surveyor if required.

\*\*\* I/we would not agree with your proposal for agreed surveyor and would propose

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details  
as an alternative to act as agreed surveyor or as my/our surveyor if required.

\*\*\* I/we would appointing:

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details  
to act as my/our surveyor if required.

Yours sincerely

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Print name/s

Please note all joint owners should sign.  
Please also print your name/s and date the letter.

## Example letter 6 – Line of Junction Notice – new wall wholly on your own land.

To *Adjoining Owner* [see note 4]  
Of *Adjoining Owner's main address* [see note 5]

Date [see note 7]  
Dear *title* [see note 8]

### The Party Wall etc Act 1996 Notice of proposed works – Line of Junction Notice.

As the owner/s of *Building Owner's building* [see note 3] which is adjacent to your premises at *Adjoining Owner's building* [see note 6] I/we *Building Owner* [see note 1] of *Building Owner's main address* [see note 2] notify you that in accordance with our rights under section 1 of the Party Wall etc Act 1996 I/we intend to build at the Line of Junction between our properties.

**[Only if applicable add** – The enclosed explanatory booklet provides more information about the Act.] [See note 9]

The new wall will be built wholly on my/our own land up to the boundary line

The proposed works are: *description of the wall* [see note 15]

**[Only if applicable add** – Under the right given by section 1(6) of the Party Wall etc Act it is intended to put projecting foundations under your land.]

**[Only if applicable add** – Under section 7(4) of the Party Wall etc Act with your written permission, I wish to lay special foundations extending under your land.]

I/we intend to start works on *date of works* [see note 10] *[if you want to start within the 1 month notice period add - or on the earlier date of [date] with your written agreement - see note 11]*

In the event of any dispute between us under the Act, would you be willing to agree to the appointment of an 'Agreed Surveyor'?  
If the answer is yes I suggest using *Agreed Surveyor's name* [See note 13] but would be happy to receive your alternative proposal.  
If the answer is no, please let me know whom you would appoint as your surveyor.

Yours sincerely

*Building Owner's signature/s* [See note 14]

## Example letter 7 – Acknowledgement of Line of Junction Notice. New wall wholly on your own land

**N.B. An acknowledgement is not essential for a wall wholly on your own land unless you intend to lay special foundations on the Adjoining Owner's land or if you want to start before the end of the notice period.**

To *Building Owner* [see note 1]  
Of *Building Owner's main address* [see note 2]

### The Party Wall etc Act 1996 Acknowledgment of Notice

As Adjoining Owner/s under the Act of *Adjoining Owner's building* [see note 6] and having received notice/s dated *date* [see note 7] in respect of proposed works at *Building Owner's building* [see note 3] and without prejudice to any of my/our rights under the Act,

I/We *Adjoining Owner* am/are: \* Delete as appropriate

**[Only if proposing to lay projecting special foundation add:]**

Content\* / Not content\* for you to place special foundations on our land

**[Only if proposing to start work before the 1 month notice period has expired add:]**

Content\* / Not content\* for you to start work on the earlier date of [date].

In the event of a dispute arising under the Act: \*\*\* Delete 2 of the 3 options as appropriate.

\*\*\* I/we would concur in the appointment of *Agreed Surveyor's name* [see note 13] to act as agreed surveyor if required.

\*\*\* I/we would not agree with your proposal for agreed surveyor and would propose

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details

as an alternative to act as agreed surveyor or as my/our surveyor if required.

\*\*\* I/we would appointing:

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details

to act as my/our surveyor if required.

Yours sincerely

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Print Name/s

Please note all joint owners should sign.  
Please also print your name/s and date the letter.

## Example letter 8 – 3/6 Metre Notice.

To *Adjoining Owner* [see note 1]  
Of *Adjoining Owner's main address* [see note 2]

Date [see note 3]

Dear [see note 4]

### The Party Wall etc Act 1996 Notice of proposed works – Party Structure Notice.

As the owner/s of *Building Owner's building* [see note 5] which is adjacent to your premises at *Adjoining Owner's building* [see note 6] I/we *Building Owner* [see note 7] of *Building Owner's main address* [See note 8] notify you that in accordance with our rights under

**Add either** [section 6(1) of the Party Wall etc. Act 1996 that I/we intend to build within 3 metres of your building and to a lower level than the bottom of your foundations by carrying out the building works detailed below.]

**Or add** [section 6(2) of the Party Wall etc. Act 1996 that I intend to build within 6 metres of your building and to a lower level than the bottom of your foundations (measured by a 45° line) by carrying out the works detailed below.]

**[Only if applicable add** – The enclosed explanatory booklet provides more information about the Act.] [See note 9]

The proposed works are: *description of the excavation and works* [see note 17]

The accompanying plans and sections show the site of the proposed building and the excavation depth proposed. [see note 17]

I/we do\* / do not\* propose to underpin or otherwise strengthen in order to safeguard the foundations of your property. [see note 17]

I/we intend to start works on *date of works* [see note 10] *[if you want to start within the 1 month notice period add - or on the earlier date of [date] with your written agreement - see note 11]*

If you are content for the works to go ahead as proposed please complete, sign and return the attached letter [See note 12] within 14 days of receiving this letter.

If you do not confirm in writing that you are content for the work to go ahead as proposed we will be 'in dispute' under the Act.

In the event of any dispute between us under the Act, would you be willing to agree to the appointment of an 'Agreed Surveyor'? If yes I suggest using *Agreed Surveyor's name* [See note 13] but would be happy to receive your alternative proposal. If no, please let me know whom you would appoint as your surveyor.

Yours sincerely

*Building Owner's/s'signature/s* [See note 14]

## Example letter 9 – Positive Acknowledgement of 3/6 Metre Notice.

To *Building Owner* [see note 1]  
Of *Building Owner's main address* [see note 2]

### The Party Wall etc Act 1996 Acknowledgment of Notice

As Adjoining Owner/s under the Act of *Adjoining Owner's building* [see note 6] and having received notice/s dated *date* [see note 7] in respect of proposed works at *Building Owner's building* [see note 3] and without prejudice to any of my/our rights under the Act,

I am / We are content for the works set out in your notice to go ahead as proposed.

**[Only if proposing to start work before the 1 month notice period has expired add:**  
I/We Adjoining Owner am/are \* Delete as appropriate  
content\* / not content\* for you to start work on the earlier date of [date].]

Yours sincerely

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Print name/s

Please note all joint owners should sign.  
Please also print your name/s and date the letter.

## Example letter 10 – Negative Acknowledgement of 3/6 Metre Notice.

To *Building Owner* [see note 1]  
Of *Building Owner's main address* [see note 2]

### The Party Wall etc Act 1996 Acknowledgment of Notice

As Adjoining Owner/s under the Act of *Adjoining Owner's building* [see note 6] and having received notice/s dated *date* [see note 7] in respect of proposed works at *Building Owner's building* [see note 3] and without prejudice to any of my/our rights under the Act,

I/we are not content for the works set out in your notice to go ahead as proposed.

My/Our objections are:

\*\*\* As we are now in dispute under the Act, I/we concur in the appointment of Agreed Surveyor's name [see note 13] to act as agreed surveyor.

\*\*\* As we are now in dispute under the Act, I/we do not agree with your proposal for agreed surveyor and propose

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details  
as an alternative to act as agreed surveyor or as my/our surveyor if you do not concur.

\*\*\* As we are now in dispute under the Act, I/we shall be appointing:

\_\_\_\_\_ Insert Surveyor's name  
\_\_\_\_\_ and contact details  
to act as my/our surveyor.

\*\*\* Delete two of the three options as appropriate.

Yours sincerely

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Print name/s

Please note all joint owners should sign.  
Please also print your name/s and date the letter.

## PART 6: Further Information

If you are not sure whether the Act applies to the work that you are planning, you should seek professional advice.

The following is a body of people from various disciplines with a specific interest in party wall matters and the Party Wall etc. Act. They can usually put you in contact with local members who are generally willing to provide general and informal advice about the Act. (Any advice given should not be seen as being endorsed by the Office of the Deputy Prime Minister).

### **The Pyramus & Thisbe Club**

Rathdale House, 30 Back Road, Rathfriland BT34 5QF  
Tel: 028 4063 2082  
Fax: 028 4063 2083  
E-mail: p&t@rathdale.globalnet.co.uk  
Web-site: <http://www.partywalls.org.uk/>

The following professional bodies are willing to provide general and informal advice about the Act. (Any advice given should not be seen as being endorsed by the Office of the Deputy Prime Minister)

### **The Association of Building Engineers (ABE)**

Private Practice Register, Lutyens House, Billing Brook Road, Weston Favell, Northampton, NN3 8NW  
Tel: 01604 404121  
Fax: 01604 784220

### **The Royal Institution of Chartered Surveyors (RICS)**

Technical Services Unit,  
12 Great George Street, London, SW1P 3AD  
Tel: 020 7222 7000 (extension 492)  
Fax: 020 7695 1526

The following bodies hold lists of their members who may be willing to provide professional advice or act as a "surveyor" under the Act. (Any advice given should not be seen as being endorsed by the Office of the Deputy Prime Minister.)

### **The Association of Building Engineers (ABE)**

Private Practice Register, Lutyens House, Billing Brook Road, Weston Favell, Northampton, NN3 8NW  
Tel: 01604 404121  
Fax: 01604 784220

### **British Institute of Architectural Technologists (BIAT)**

397 City Road, London, EC1V 1NH  
Tel: 020 7278 2206  
Fax: 020 7837 3194  
E-mail: [info@biat.org.uk](mailto:info@biat.org.uk)  
Web-site: [www.biat.org.uk](http://www.biat.org.uk)

### **Faculty of Party Wall Surveyors (FPWS)**

19 Church Street, Godalming, Surrey, GU7 1EL  
Tel: 01424 883300

### **The Pyramus & Thisbe Club**

Rathdale House, 30 Back Road, Rathfriland. BT34 5QF  
Tel: 028 4063 2082  
Fax: 028 4063 2083  
E-mail: [p&t@rathdale.globalnet.co.uk](mailto:p&t@rathdale.globalnet.co.uk)  
Web-site: <http://www.partywalls.org.uk/>

### **The Royal Institute of British Architects (RIBA)**

RIBA Client Services, 66 Portland Place, London, W1N 4AD  
Tel: 020 7307 3700  
Fax: 020 7436 9112

### **The Royal Institution of Chartered Surveyors (RICS)**

Contact Centre, 12 Great George Street, London, SW1P 3AD  
Tel: 0870 333 1600  
Fax: 020 7334 3811

Further copies of this booklet and copies of "Planning: a Guide for Householders", and "Building Regulations: Explanatory Booklet" are available, free of charge, from:

### **ODPM Free Literature**

PO Box 236, Wetherby, West Yorkshire, LS23 7NB  
Tel: 0870 1226236  
Fax: 0870 1226237  
Textphone: 0870 1207405  
E-mail: [odpm@twoten.press.net](mailto:odpm@twoten.press.net)

This booklet is also available in Welsh.

## **The Act and related Statutory Instruments**

The Party Wall etc. Act 1996  
published by HMSO, ISBN 0-10-544096-5, £3.80  
The Party Wall etc. Act 1996 (Commencement) Order 1997 (SI 1997/670 (c.24))  
published by TSO, ISBN 011-064-2139, £0.65  
The Party Wall etc. Act 1996 (Repeal of Local Enactments) Order 1997 (SI 1997/671)  
published by TSO, ISBN 011-064-2120, £1.10

## **Other publications**

The Office of the Deputy Prime Minister is aware of (but does not necessarily endorse) the following publications:

"The Party Wall Act Explained"  
published by The Pyramus & Thisbe Club, ISBN 0-9520704-1-3, £15.00

"Party Walls & What To Do With Them"  
(fourth edition), published by RICS Books, ISBN 085-406-7868, £14.95

"Party Walls: The New Law" published by Jordans, ISBN 0-85308-401-7, £30.00.

## NOTES