



EarlKendrick™
Associates

Leaseholder Regulations for Carrying Out Permitted Alterations, Building Works & Decorations

At the property known as:

Campden Hill Court, Campden Hill Road, London W8

For:

Aspect Property Management Limited

On behalf of:

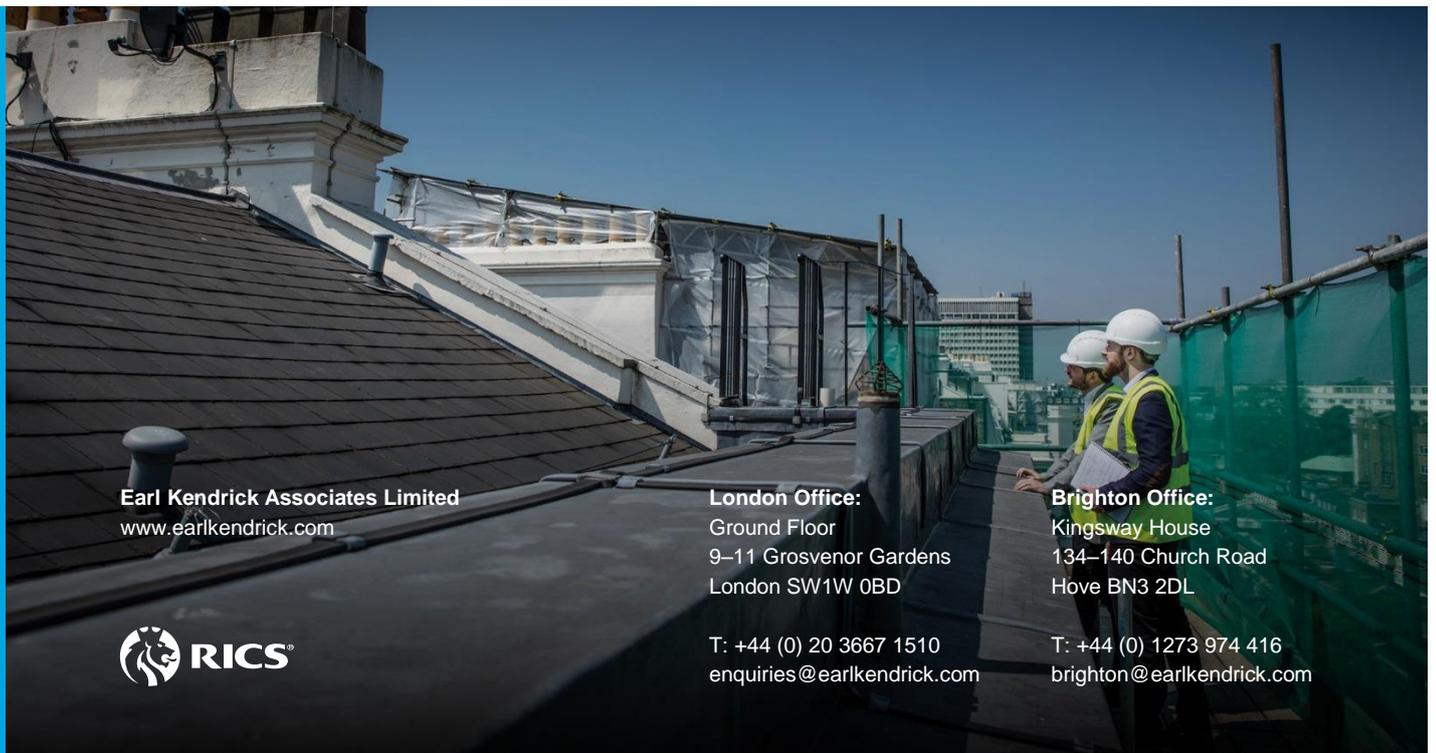
Campden Hill Court Limited & Campden Hill Court Tenants Limited

Date:

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Reference:

Campden Hill Court Guidelines



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DEFINITIONS:

The Landlord	-	Campden Hill Court Ltd
The Company	-	Campden Hill Court Tenants Ltd
The Building	-	Campden Hill Court Campden Hill Road London W8
Estate Manager	-	Andre Ribeiro andresoyribeiro@yahoo.co.uk Concierge Desk: Tel: 020 7938 3321
Managing Agents	-	Aspect Property Management Limited 4 th Floor, Warwick House 25-27 Buckingham Palace Road London SW1W 0PP Tel: 020 7828 1664 Fax: 020 7828 6981 Attn: James Pickering Email: jp@aspectpropertymanagement.co.uk
Landlord's Solicitor	-	Brethertons Strathmore House Waterperry Court Middleton Road Banbury OX16 4QD Tel: 01295 661453 Fax: 01295 277648 Attn: Sharan Dhadda Email: sharandhadda@brethertons.co.uk
Landlord's Surveyor	-	Earl Kendrick Associates Limited 9-11 Grosvenor Gardens London SW1W 0BD Tel: 020 3667 1510

Attn: Zoë Walheim

Email: zoe@earlkendrick.com

The Landlords Services Contractor - Such firm or firms as may be appointed by the Landlords from time to time, whose names can be obtained from the Managing Agent on request.

The Landlords Checking Engineer - Lawson Martin Long
Contact: Martyn Long

1.0 Introduction

The terms of your lease require that you obtain the Landlord's and the Company's consent to any alterations to your flat. This document neither varies nor supersedes the terms of any lease. It sets out the procedure to be followed in obtaining the necessary consent for carrying out alterations to a flat.

It should be noted that this document has been prepared to control the alteration works carried out by leaseholders of Campden Hill Court, for the benefit of all residents and lessees.

Non compliance with the requirements of these regulations is a breach of the terms of the lease and any breaches will be subject to Notices being served by the Landlords Solicitors and a potential application to the LVT under Section 168 of the Common hold and Leasehold Reform Act 2002.

1.1 Clarification on Whether Consent is required

The lessee should provide the Landlords Surveyor, via the Managing Agents, with a brief description of the proposed works, upon which the Surveyor will express a preliminary opinion as to whether formal application for consent is necessary. A preliminary opinion will NEVER constitute an actual consent, nor will it obviate any need to obtain consent before any works are permitted to commence.

It is to be noted that consent will not be given for :

- i. Any works which will substantially or significantly affect the exterior of the Building.
- ii. Any works which will affect the common parts of the Building.
- iii. Any works requiring a planning application for the change of use of any flat.
- iv. The creation of any new wet area over an existing dry area.
- v. The installation/use of scaffolding or other temporary means of access (including hoists) on the front/principle elevations of Campden Hill Court.
- vi. Satellite dishes on the balconies or on the external elevations/roof.
- vii. Audio systems which include ceiling mounted speakers or hard-wired/fixed sub-woofer systems.

Consent is also unlikely to be given for any scheme, which includes the following:

- i. Installation of air conditioning plant/equipment (including water based systems).
- ii. Installation of any pumps or macerators, including "saniflow" type units, boosted water supplies or shower pumps.
- iii. Extension of any waste pipes or soil pipes from their original site.
- iv. Relocation or replacement of electrical or gas meters / fuse boards.

Inappropriate siting of additions or fixtures e.g. water tank, washing machine, central heating radiators, etc.

Consent for alterations will only be granted subject to a right for the Landlord and the Company to withdraw the consent and require reinstatement of the alterations where the alterations result in harm to the structure and common parts of the Building or ongoing damage or disturbance to adjoining flats.

In addition, as a further condition of granting consent, the Landlord and the Company may require such amendments to the proposed alterations as they and the Landlord's Surveyor in their absolute discretion consider necessary to protect the structure and common parts of the Building and prevent damage or disturbance being caused to adjoining flats.

1.2 Exploratory/Opening Up Works

Prior to formal consent being granted, no access for contractors will be permitted apart from agreed minor opening up and exploratory works to assist the lessee or their consultants in planning the scheme.

Details of any required opening up works are to be submitted to the Estate Manager together with a method statement of the works.

Any such opening up works are undertaken at their own risk and making good of any damage to any part of the Building or property within it is at the lessee's expense.

Prior to carrying out any minor opening up/exploratory works (to assist with the further planning of the scheme), copies of the appointed contractors insurances must be submitted to the Estate Manager, together with a method statement clearly showing:

1. Contact details for the appointed contractor;
2. Contractor's Insurance
3. Extent/location of opening up works to be undertaken;
4. Proposed working times;
5. Method of transporting any materials/to/from the flat (if required).

1.3 Soft Strip Works

The commencement of any soft strip works ahead of the issue of formal consent/a Licence to Alter will not generally be permitted by CHC.

Any leaseholder intending to commence with soft strip works will be required to first submit details of the required soft strip works to the Landlords Surveyor and seek direction as to consent will be given.

As part of any application to undertake soft strip works, the leaseholder will be required to present to the Landlords Surveyor a method statement clearly showing:

- i. Contact details for appointed contractor;
- ii. Contractor's Insurance
- iii. Extent/location of soft strip works to be undertaken;
- iv. Proposed working time;
- v. Method of transporting any materials/to/from the flat (if required).

1.4 **Additional Works Once Licence Has Been Granted**

Once a Licence has been granted by the Landlord only minor additions or amendments will be permitted within the existing consent. Should any lessee propose to include additional works that have a substantial impact on the existing consent they will be required to apply for an additional Licence and obtain consent.

Any proposed changes to the agreed works should be directed to the Landlord's Surveyor for consideration and further advice.

2.0 LEVEL OF CONSENT REQUIRED

This document incorporates at Appendix B the “Rules and Regulations Governing Building Work and Redecoration Inside Flats”.

- Any lessee wishing to carry out “works” to a flat should first approach the Landlord’s Surveyor, via the Managing Agent, to determine whether the nature or scope of any proposed works will require consent.

Works are described as being “decoration”, “alteration” or “builders work”.

2.1 Works Description, Notification Procedures & Level of Consent Required

The Works broadly fall into the three following categories:

2.1.1 Category 1 – Notification Only

The following list of works only require notification to be given to the Estate Manager who will issue a copy of the Rules and Regulations contained in Appendix B:

- I. Decoration
- II. Replacement of carpet with carpet
- III. Minor repairs

2.1.2 Category 2 – Formal Consent Required

The following list of works require the initial Application Form to be completed and formal written consent granted by the Company via the Managing Agent:

- I. Re-wiring on a like for like basis
- II. Re-plumbing on a like for like basis. Such changes will require involvement of the Landlord’s approved services contractor to confirm that the works are suitable and will not have a detrimental impact on the building’s communal system.
- III. Replacement bathroom(s) on a like for like basis within the existing ‘wet’ area location
- IV. Replacement kitchen on a like for like basis within the existing ‘wet’ area location
- V. Replacement of boiler in existing position with minor alteration work
- VI. Replacement of windows on a like for like basis subject to planning permission

Please note that the leaseholder will be required to pay the fee charges for the services of the Landlords Surveyor, Agent (and others where necessary) in dealing with these Category 2 works. A damage deposit to be held by the Landlord’s Solicitor may be required, this will be at the discretion of the Landlord’s Surveyor when reviewing the leaseholder’s proposals.

2.1.3 Category 3 – Full Licence To Alter Required

The following list of works require the initial Application form to be completed and the granting of a full licence to alter by the Landlord via the Managing Agent and Company solicitor:

- I. Building / Structural alterations (to change, remove or add something.)
- II. Services alterations (not like for like) including layout changes
- III. Substantial refurbishment

A damage deposit to be held by the Landlord's Solicitor will be required before any full Licence is completed. The Landlord's Solicitor will advise on the deposit amount to be held at the time of providing their report to the Board of Campden Hill Court.

NOTE: Either Category 2 or Category 3 – Full Licence To Alter Required

The following list of works require the initial Application form to be completed and may then require granting of a letter of consent or full licence to alter by the Landlord via the Managing Agent and Company solicitor:

- I. Replacement of Carpet with a new timber or other hard surfaced floor.

Where a carpet is to be replaced with a new timber or other hard surfaced flooring and this alteration is not part of other works, it will be at the discretion of the Managing Agent as to whether or not a Category 2 Letter of Consent or a Category 3 full Licence to Alter is required. This will depend on the circumstances and the leaseholder's proposals.

3.0 FEES PAYABLE

The leaseholder will be required to pay the fee charges for the services of the Landlords Surveyor, Agent (and others where necessary) in dealing with the leaseholder works.

A schedule of the indicative fees payable for the various parties is indicted below:

3.1 Managing Agents – Aspect Property Management Limited

Works under Category 2 – fixed fee of £250.00 exc VAT.

Works under Category 3 – fixed fee of £500.00 exc VAT.

The landlords managing agents reserve the right to charge additional fees, based on an hourly rate of £125.00 exc VAT, in the event that the licence application process is substantial/protracted.

3.2 Landlords Surveyors – Earl Kendrick Associates Limited

Fee based on time charge of £160.00 exc VAT on an hourly basis.

At the time of submitting the application, the Landlords Surveyor will provide an estimate of the total likely involvement fees, based on the extent of the scheme.

A schedule of the Landlords Surveyors typical services is provided in Appendix C.

3.3 Landlords Solicitors – Brethertons LLP

All Category three works will require a Licence prepared by the Landlord's Solicitors. Brethertons LLP charge a fixed fee of £1,750.00 exc VAT.

This includes the preparation of the licence document for engrossment, arranging for the damage deposit (if necessary) to be held in a specified client trust account and in dealing with any further legal matters that may arise during the course of the Licence and works process.

The landlord's solicitors reserve the right to charge additional fees, based on an hourly rate of £135.00 exc VAT, in the event that the licence process is negotiated/protected.

No fees or portion of fees will be taken by the Landlord. Any fees paid are for professional services, payable to the respective service providers.

4.0 PROCEDURE OF APPLICATION FOR CONSENT

A summary of the procedure to be followed in obtaining consent for alterations to any flat is as follows:

- i. Lessee contacts Managing Agent with a brief description of the proposed works. As part of the “application” procedure, lessee to complete the Licence application form which is available from the Managing Agent.
- ii. Managing Agents will refer package to Landlords Surveyor. The Landlord’s Surveyor will endeavour to respond within 5 working days from his receipt of the brief description of the proposed works, indicating whether formal consent is required.
- iii. If consent required, the Landlord’s Surveyor will confirm fee charges and request an Undertaking for payment of the fees. The lessee should arrange for its own solicitor to give a separate undertaking to the Landlord’s Solicitor in respect of the Landlord’s legal costs.
- iv. Lessee submits all necessary technical information to the Landlord’s Surveyor as described in Section C below headed “Surveyor’s Requirements for Submitted Documents”.
- v. The Landlord’s surveyor will liaise with the leaseholder’s architect/representative to arrange a visit on site to view the proposals in context and to discuss/agree the technical details of the proposed works.
- vi. The Landlords Surveyor may recommend the appointment of other consultants (such as checking structural engineer, acoustic consultant) to review the proposed works on behalf of the Landlord.
- vii. When the Landlord’s Surveyor is satisfied that the proposed works are in order, he notifies the Landlord and the Company and requests their consent.
- viii. At the time of reviewing the surveyors report and considering the proposals, the Board may require additional information and assurances. Any requests for information will be directed to the leaseholder through the landlord’s surveyor. The leaseholder is advised that the process of reviewing and approving the reports and associated documents can take some time, depending on the extent of the works and level of detail provided.
- ix. Any delay in providing the Landlord’s Surveyor with the necessary information will delay the issue of the Licence.
- x. At this stage the Landlord’s Surveyor advises the lessee of the amount of security required to be deposited with the Landlord’s Solicitor. Typically this is a minimum of £20k but may be higher depending on the nature of the proposals, and requests the following information:
 - xi. Contractor’s details and insurances. Minimum Contractors’ insurance: £10 million.
 - xii. Details of Contractor’s membership to a registered British Trade Association
 - xiii. Programme of work.

where structural walls are to be removed, copies of surveys carried out in all flats below and above and adjoining (to establish what modifications have already been made in those flats), Schedules of Conditions of all flats above and below and adjoining, and (if required by the Landlord’s Surveyor) any area of the common parts of the Building.
- xiv. A pre-commencement meeting to be held by the Landlord’s Surveyor, the Estate Manager and the leaseholder’s contractor, is to be carried out to discuss the start of the works, the site set up and to review and confirm the leaseholder and contractor’s obligations under the CHC licence requirements and regulations. Minutes of the meeting will be circulated within 10 working days of the meeting.

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- xv. Once this information has been received by the Landlord's Surveyor, and the Landlord's Solicitor has received the security deposit, and the Licence for Alterations has been completed, the Landlord's Solicitor will advise the lessee's solicitor that works may commence. A copy of the Landlord's Solicitor's confirmation to be sent to the Landlord's Surveyor.
 - xvi. Once the leaseholder receives the signed Licence/confirmation that the works can commence, the leaseholders contractor shall be required to meet with the Estate Manager and the Landlord's Surveyor on site a minimum of 7 days before the commencement of the works to discuss the agreed works/timings etc, the protection of common parts and confirm whether there will be any hot works being undertaken as part of the refurbishment. Any hot works will require a permit from the Estate Manager prior to works starting. Minutes of these meetings will be produced and each party present will be expected to sign these as a reflection of the discussions that have taken place.
 - xvii. Before this point no access for contractors is allowed apart from agreed minor opening up and agreed exploratory works to assist the lessee or their consultants in planning the scheme. Details of any required opening up works are to be submitted to the Estate Manager together with a method statement of the works. Any such opening up works are undertaken at their own risk and making good of any damage to any part of the Building or property within it is at the lessee's expense.
 - xviii. Following routine inspections and final inspection by Landlord's Surveyor, and receipt of all completion and test certificates, As Built Drawings, plus completion of any remedial works for all adjoining flats and common parts of the Building, the Landlord's Surveyor advised the Landlord's Solicitor to release the security deposit.
 - xix. Appendix A contains a compulsory Consent Checklist.

Where consent is required this is given by a formal Licence prepared by the Landlord's Solicitor on behalf of the Landlord and the Company.

The Landlord's Surveyor's approval is only of the technical requirements of the proposed works as embodied in plans, specifications and other details supplied from time to time.

Approval by the Landlord's Surveyor, therefore, of those technical requirements, although a prerequisite of consent, does not constitute the consent of the Landlord and the Company to any works.

No works must commence until the Licence has been completed.

4.1 Target Timeline

Once all required information has been submitted to the Landlord's Surveyor to their satisfaction, the Landlord endeavours to issue the formal licence within 4 weeks. Where it is not possible to meet this timeframe, or if complications arise during the process the Landlord will, via the Managing Agents, ensure that this is communicated to the lessee promptly.

Lessees are therefore encouraged to ensure that all information submitted to the Landlord's Surveyor is comprehensive, complete, and meets the requirements of this document in order to expedite the process.

5.0 SURVEYOR'S REQUIREMENTS FOR SUBMITTED DOCUMENTS

To be able to consider the proposals, the Landlords Surveyor will require one set of professionally prepared technical information, to include drawings (to an appropriate scale), a schedule of work and engineer's details (if applicable). The requirements for this information are given below:

5.1 Drawings

- I. Drawings showing the flat in its existing condition marking all existing sanitary fittings, radiators and all other water using apparatus, and showing room designations.
- II. Drawings on which all proposed works in the context of the flat in its altered form are shown in sufficient detail to make clear the full extent of the proposed works and showing proposed room designations.
- III. New walls and partitions are to be shown in blue and those to be demolished to be shown in red.
- IV. Show floor finishes proposed other than carpet and also show details of the proposed sound proofing, which must provide insulation against airborne and impact sound penetration as per the requirements set out in the relevant section (6.0) below.
- V. Show the proposed location of all washing machines.
- VI. Be numbered, dated, of the same scale, and any revisions clearly identified.
- VII. Where the proposals include for alteration to the layout of wet areas, the applicant will be required to carry out a measured survey of the flat(s) and any affected common areas immediately beneath the flat undergoing alterations and to produce a full scale drawing, clearly annotated. The location of the proposed wet areas is to be transposed onto the floor plan of the flat below. All plans submitted are to be to the same scale throughout the application process.

5.2 Specification/Schedule of Work/Method Statements

- I. The drawings submitted must be accompanied by a separate specification or summary of works, or have this information contained within the drawings.
- II. Method Statements will be required for the following:
 - a. Details of all temporary works (such as scaffolding)
 - b. Details which describe how materials are to be delivered and removed from the individual flat.

5.3 Structural Information

- I. Structural Engineer's calculations and drawings are to be submitted for any proposed structural alterations with reference to previous structural alterations carried out in all the flats above, below and adjoining.
- II. Structural Engineer's calculations must be provided for any instances where additional loads are imposed on floors.

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- III. Structural Engineers details will also be required for all temporary propping and support works.
 - IV. Details of methods of working and supply and removal of materials and debris.

5.4 Technical Information/Product Literature

- I. The lessee will also be required to submit technical details for any specialist materials/products, fittings and equipment that will be incorporated into the proposed works. The Landlord's Surveyor will identify the information that is required in this regard.

5.5 As Built Drawings/Documentation

- I. Upon completion of the works, the leaseholder shall provide the landlord surveyor with a copy of an "As Built" drawing, showing clearly the location of all stopcocks/isolation valves for the heating, hot water and cold-water services, including the location of all access panels within the apartment. The concierge team on site will retain this information.

5.6 Statutory Consents / Requirements

- I. To provide copies of any applications for, or obtainment of, statutory consents (e.g. planning and building regulations)

6.0 REQUIREMENTS FOR THE INSTALLATION OF SOLID FLOOR FINISHES

- I. The Landlord may consider granting a Licence for Alterations for the installation of hardwood floors or hard floors in place of the lease requirement for fully fitted carpets and underlay.
- II. The applicant will however need to satisfy the Landlord that the following minimum requirements to control impact and airborne sound are adopted.
- III. Any licence granted will require the tenant to accept a nuisance clause
- IV. In the event of a reasonable complaint being upheld by the Landlord or the Managing Agent that an adjoining flat is suffering intrusive noise as the result of a hard floor surface, the lessee will, within a reasonable period, arrange for carpet runners or full carpeting (the provision of which will be determined by the Landlord) to be positioned and maintained over it (at the leaseholders expense)

6.1 Sound Testing

- I. Establish a bench mark of the existing situation, by employing a competent person to carry out sound tests to BS EN ISO 140 -4 : 1998 airborne sounds and BS EN ISO 140 – 7 : 1998 impact sound , before any refurbishment works are undertaken with all the carpets laid in accordance with the lease requirement.
- II. Both measurements are to be corrected to a reverberation time in the receiving room of 0.5s to produce a single figure for comparison to a further test being carried out on the completed installation of the hardwood / hard floor (a test is required in each area to receive hardwood / hard floors). A tolerance of field measurements of plus or minus 2dB between the test figures is permitted. Access to adjoining demises will be required.
- III. Leaseholders wishing to consider the installation of solid floor finishes are invited to contact an independent acoustic engineer who is familiar with Campden Hill Court:
- IV. Contact details are available from the Managing Agent.
- V. The Building Regulations 2000 and Approved Document E 2003 (amended 2004) requirements for sound insulation are 43db for airborne sound and 64dB for impact sound. To assist in understanding these set points for airborne sound insulation a value higher than 43dB is better and for impact sound insulation a value lower than 64dB is better. The Building Regulations requirement is only to be used as the minimum requirement and can not be used where greater sound insulation qualities have been proven by the initial sound tests.
- VI. An existing situation takes precedence over Building Regulation requirements, where sound insulation performances are greater.

6.2 Design

- I. Designers of wooden /hard floors will be required to design a floor that does not rely on any insulation treatment requiring access to the ceiling of the floor below where the hardwood floor is to be installed. Designers should also be aware that flanking transmission can be as important in determining the sound insulation of the floor and is often not quoted or shown by manufacturers' sales literature. The designed floor details are to be provided to the Landlords Surveyor as part of the Licence requirements.

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- II. The Landlord, when granting a Licence for Alterations for the installation of hardwood floors, do not accept any responsibility in the design performance of insulation products or that the design chosen will satisfy the sound requirements to be achieved.

7.0 REQUIREMENTS FOR CARRYING OUT OF WORKS TO EXISTING WET AREAS, SERVICES INSTALLATIONS AND THE COMMUNAL HEATING SYSTEM

7.1 Alterations to Wet Services

- I. Any alterations to the existing wet services within the flat will need to be inspected by and approved by the Landlord's Services Contractor.
- II. The leaseholder will be responsible for paying the landlords services contractor's fees for the inspection.
- III. The leaseholder is to ensure that any proposed changes to the wet services within the block are compatible/sympathetic with the existing Victorian plumbing system and must not cause inconvenience to the water supply to the other flats within the building.

7.2 Alterations to Communal Heating System

Any alterations to the proposed heating system (if approved by the Landlord) shall be undertaken by the landlords services contractor at the leaseholder's expense.

In both instances the leaseholder will be responsible for appointing the landlords services contractor (and for paying the associated fees).

Further requirements:

- I. All existing Landlord's pipe work exposed during the course of the work is to be insulated in accordance with current approved standards.
- II. Works to heating or plumbing installations in the flat may not be commenced until isolating valves have been installed in the flat so that all heating and hot and cold water pipes which solely serve the flat can be shut off from the remainder of the pipes in the Building. If service disruptions will be required this is to be booked via Aspect Property Management Limited, who will require a minimum of 5 working days notice and who retain the right to postpone the operation if it will cause inconvenience or nuisance to the neighbouring residents.
- III. No compression joints or fittings are normally to be used where they will be covered over (in the floor voids for example).
- IV. Radiators should have a max. 4 BAR rating, pressure tested to 8 BAR in emergency condition.
- V. The use of Aluminium radiators within the flats will not be permitted.

7.3 Waterproofing of Existing Wet Areas

- I. As part of any refurbishment/upgrading of Wet areas, including bathrooms, en-suite areas, cloakrooms and kitchen areas a continuous tanking system is to be incorporated into the floor to provide containment for any leaks. The tanking system must be turned up the walls a minimum of 150mm.
- II. Details of the proposed tanking system are to be submitted to the Landlord's Surveyor for approval.

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- I. An automatic leak detection system is to be incorporated into the refurbishment/upgrading or Wet areas as identified above to minimise the risk of water ingress into areas directly below. The proposed system must be submitted to the Landlord's Surveyor for approval.

7.4 Installation of a Toilet Douche (in an existing wet area)

The installation of a water douche is generally not favourable due to the risk of water leaks, which may affect the fabric of the building/other flats. The board may however consider the installation of a toilet douche, provided that the following conditions are incorporated into the proposals:

- I. The area for the location of the toilet douche will be provided with tanking, as per the requirements set out above;
- II. The toilet douche installation shall be fitted with a return valve and a shut off tap at the beginning of the hose;
- III. The shut off tap shall remain closed when the douche is not in use.

8.0 REQUIREMENTS FOR THE USE OF SCAFFOLDING OR OTHER TEMPORARY ACCES EQUIPMENT

As part of the preliminary submission the lessee will be required to provide details of any proposals for the use of external scaffolding or other temporary access equipment for review by the Landlords surveyor.

Any Scaffolding used at Campden Hill Court will need to be located in the rear lightwell areas. The installation of scaffolding on the front/principle elevations of Campden Hill Court will not be permitted.

In the first instance, and before submitting the proposals to the landlord's surveyor, the requirements for the scaffolding should be discussed with the Estate Manager on site who will advise on routes for entry into the external areas, timing's etc.

Should the use of scaffolding be permitted by the Management Company, the following requirements will apply:

- I. The lessee will prepare a schedule of condition of all areas in the vicinity of the scaffolding.
- II. All fixings and anchor points for the tying in of the scaffolding will be removed and the areas made good upon completion of the works.
- III. All scaffolding to be installed in accordance with the requirements/recommendations laid down in BS EN 12811-1 "HSE Construction Information Sheet 49"
- IV. All windows and window cills in the vicinity of the scaffolding must be kept clean and cleaned thoroughly immediately preceding the removal of the scaffold.

8.1 Scaffold Alarm

Any scaffolding erected at Campden Hill Court must be connected to the centralised security alarm system. The centralised system consists of a Panthera "Silver System Scaffold Alarm".

Leaseholders will be required to make a fixed payment of £350.00 to Campden Hill Court Limited for use of the centralised alarm for up to a period of 6 months. This cost includes for the connection and disconnection of the alarm system by Panthera Security.

After this initial 6 month period, leaseholders shall be required to obtain consent from Campden Hill Court for the ongoing use of the system. Leaseholders will be liable to pay an additional charge of £15.00 per week or part thereof will be made for ongoing use of the system.

Leaseholders have an obligation to coordinate the timing of the erection of the scaffolding with the Estate Manager, Andre Ribeiro. Andre Ribeiro will coordinate the connection (and disconnection) of the system which will be immediately upon erection/dismantling of the scaffolding.

9.0 REQUIREMENTS FOR CARRYING OUT OF ALL WORKS

- I. All works must be carried out and completed strictly in accordance with plans and specifications supplied and approved in any Licence granted. They are to be completed in a substantial, sound, and workmanlike manner with new, durable and proper materials to the entire satisfaction of the Landlord's Surveyor, and/or engineers, and/or advisers, and in accordance with the requirements of all statutory, regulatory, local and other requisite authorities and in accordance with the terms of the lessee's Lease.
- II. The lessee must permit the Landlord's Representative, Surveyor, Heating and Plumbing and Electrical Engineers, and any other authorised representative of the Landlord to inspect the site of any proposed works at all reasonable times on reasonable notice prior to the commencement and similarly during the course of any works.
- III. All works must comply where applicable with current Building Regulations, all other relevant statutes and regulations and current codes of practice. Where applicable, Building Regulations approval must be sought and consents and completion forms be obtained and copies submitted to the Landlord's Surveyor.
- IV. At the time of the works the leaseholder is required to ensure that a suitable door self closer is installed to all fire doors within the Flat, together with appropriate smoke seals, which comply with the Fire Regulations/Building Regulations current at the time of the installation.
- V. The leaseholder is required at all times not to interfere/disrupt/temporarily disconnect or remove the fire alarm detector, which is linked to the landlords communal fire alarm and detection system, located within the flat.
- VI. Any electrical works are to be carried out strictly in accordance with the current Guidelines of the Institute of Electrical Engineers, and to be single phase only. Completion certificates must be obtained and submitted likewise.
- VII. Any works undertaken to the gas supply are to be carried out by the Gas Safety Regulations registered contractor and in full compliance with the gas supply authority's requirements. Completion certificates must be obtained and submitted likewise.
- VIII. Any plumbing works are to be undertaken strictly in accordance with the relevant requirements of the Thames Water Authority and with the current Water By-laws.
- IX. In order to protect other lessees' interests, the lessee must notify in writing the lessees of all flats above, below and adjoining the subject flat, of the lessee's intention to carry out works and must prepare and submit to the Landlord's Surveyor an agreed Schedule of Condition of each of those flats and of any common parts of the Building which could in any way be affected by the proposed works, prior to commencing any works. The cost of the preparation and agreement of such Schedules shall be borne by the applicant lessee.
- X. The lessee shall pay to the Landlord on demand any increased or extra premium payable for the insurance of the Building by reason and for the duration of the works.
- XI. The lessee must ensure that their contractor(s) and all sub-contractors are properly insured in the sum of £10 million for all risks including public and building liability; insured for all non-negligent damage to third party properties; and are members of a registered British Trade Association
- XII. The lessee must ensure that all works are carried out with the least possible inconvenience, annoyance or nuisance to the Landlord, the lessees and other occupiers of the Building, and with the minimum of noise or air pollution.

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- XIII. Except in emergencies, work within a flat may only be undertaken between 8.00 am and 6.00 pm on Monday to Friday; work which can be heard outside the flat must not begin before 9.00 am and must finish by 5.00 pm and no work is permitted on public holidays or in the period between Christmas and new year.
- XIV. The lessee before commencement is to provide a notional programme of works to indicate key phases. The Landlord's Surveyor reserves the right to inspect the works regularly throughout the progress of the works. The lessee will be required to keep the landlord's surveyor regularly updated as the works proceed.
- XV. The lessee will pay the costs, charges, fees and expenses, together with any VAT thereon, of the Landlord and the Company, and their respective solicitors, architects, surveyors, engineers, managing agents and any other of their professional advisors arising in any way.
- a. From the preparation, execution and completion of any document recording any consent necessary for the carrying out of any proposed works and whether or not such consents or any of them are granted.
 - b. From the inspection and approval of works.
 - c. In relation to works or proposed works irrespective of whether such works are commenced, not completed or completed.
- XVI. A refundable deposit may be required from the lessee to be released upon satisfactory completion in all aspects of the works and receipt by the Landlord's Surveyor of all necessary statutory or regulatory completion and test certificates.
- XVII. Interest accrued at the date of return of deposit will be paid to the lessee subject to any de minimis level in the Solicitors Accounts Rules (currently £20).
- XVIII. The level of deposit will be set by the Landlord and the Company having regard to the Landlord's Surveyor's advice and will reflect the anticipated nature of the works. The typical minimum deposit is in the region of £20k but this may be higher subject to the proposed works.
- XIX. Any Licence to carry out works granted by the Landlord and the Company shall become absolutely void if the relevant works are not completed as shown in the plans and specifications or by the date specified in the Licence.
- XX. Any Licence to carry out works granted by the Landlord and the Company shall be at risk of revocation if any of the terms of the Licence and guidelines are breached. Lessees will be issued with a first 'initial warning' letter giving 8 days to rectify the breach, a second warning letter should a further breach occur with a further 8 days to rectify. If a third breach is reported a third and final letter ("The Final Letter") will be issued giving 5 days Notice to rectify the breach, failing which the licence will be revoked.
- XXI. This document is not a comprehensive list of the Landlord's, the Company's or the Landlord's Surveyor's requirements on any application for consent and the lessee must be willing to sign a Licence in the standard form from time to time with such up-dating and appropriate amendments as in their discretion the circumstances require.
- XXII. The lessee should also refer to the Rules and Regulations Governing Building Works and Redecoration Inside Flats (Appendix B) in relation to works to be carried out in the Building and must ensure that any contractor employed by the lessee fully adheres to those stipulations.
- XXIII. It is a requirement that agreed Schedules of Condition be drawn up for and signed by the lessees of all flats above, below and adjacent that could be affected by the carrying out of any such works, and these deposited with the Managing Agent before the works commence.

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- XXIV. It is a requirement that surveys be undertaken of all flats above, below and adjacent.
- XXV. Upon completion of the Works the Tenant shall provide the Landlord, the Company and the Surveyor with a copy of an "As Built" drawing, clearly indicating the location of all stopcocks/isolation valves for the heating, hot water and cold water services including the location of all access panels within the apartment. The concierge team on site will retain this information

APPENDICES

A CAMPDEN HILL COURT – LICENCE CONSENT CHECKLIST

This checklist is compulsory for all Category 2 and 3 applications.

1. Contact Managing Agent with descriptions of works.
2. Send technical details to Landlord's Surveyor, including the following:
 - (i) Plans and specifications to the same scale throughout.
 - (ii) Method Statements/Details of Temporary Works
 - (iii) Structural Engineer's details if applicable
 - (iv) Contractors' insurance and confirmation of current British Trade Association membership
 - (v) Programme of work
 - (vi) Details of scaffold/hoist locations and method statements.
 - (vii) Copies of agreed Schedules of Condition of all flats above, below and adjoining and common parts
 - (viii) Copies of surveys of all flats above, below and adjoining and common parts.
3. Payment of all professional fees as necessary, including (but not limited to): Landlord's Solicitor, Landlord's Surveyor and Managing Agent.
4. Payment of required Scaffold fee (£350 + vat) prior to installation.
5. Arrange on-site pre-commencement meeting with Landlord's Surveyor and Estate Manager.
6. Do not start work until notified by Landlord's Solicitors/Managing Agent and Licence/Formal Consent has been completed. A Commencement Certificate will be issued by the Landlord's Surveyor which will enable works to commence.
7. Notify Landlord's Surveyor at critical phases and when works complete (for example prior to concealment of acoustic insulation, structural alterations and waterproofing of wet areas)
8. Appoint Landlord's Services Contractor to inspect (and report) on alterations to Wet Services.
9. Appoint Landlord's Services Contractor to carry out any alterations to the communal hot water and heating system.
10. Appoint Landlords Acoustic Consultant to carry out Pre-Installation Testing, provide design advice and carry out Post-Installation testing in connection with installation of hard floor finishes.
11. Provide completion and test certificates and statutory/regulatory approvals if applicable.
12. Provide As Built Drawings, to include location/position of all stop cocks/isolation valves to heating, hot water and cold water services within the apartment.
13. Complete any outstanding remedial works.
14. Apply to Landlord's Managing Agents for final inspection/release of security deposit.

Do not start works until the Licence/ Formal Consent has been completed.

B RULES AND REGULATIONS GOVERNING BUILDING WORK AND REDECORATION INSIDE FLATS

CAMPDEN HILL COURT LTD

CAMPDEN HILL COURT TENANTS LTD

Updated February 2017

**RULES AND REGULATIONS FOR BUILDING WORK AND
REDECORATION INSIDE FLATS**

- I. The managing agent (and the estate manager on his behalf) has absolute discretion and authority to interpret and enforce Campden Hill Court's procedures in relation to all building work and redecoration inside flats.
- II. Lessees and their representatives will be held fully responsible for any damage caused to the common parts and to properties neighbouring and adjoining the flat in which works are taking place. Prior to works beginning, the common parts must, therefore, be inspected jointly by the lessee or the lessee's representative and the estate manager, in order to identify and agree any pre-existing damage. Similarly, before works begin, all flats above, below and adjoining are to be inspected and agreed schedules of condition produced.
- III. Smoking is not permitted in the common parts or anywhere on Campden Hill Court premises.
- IV. Except in emergencies, work within a flat may only be undertaken between 8.00 am and 6.00 pm on Monday to Friday; work which can be heard outside the flat must not begin before 9.00 am and must finish by 5.00 pm and no work is permitted on public holidays or in the period between Christmas and new year.
- V. The common parts of the building must be adequately protected using dust sheets where appropriate to do so, while ensuring that these do not represent a trip or other hazard. Entrance doors to flats should be kept closed at all times, especially when work generating dust and dirt is being undertaken, so as to prevent that dust and dirt from reaching the common parts. Care must be taken to prevent dust and dirt entering other flats through neighbours' windows.
- VI. At all times when on site (including when entering and leaving the common parts), contractors (including all sub-contractors and agents) are to wear high visibility vests with clear identification.
- VII. Contractors (including all sub-contractors) are to also wear over-shoes at all times when within the common parts, from the time of entering the building (main entrance) and on leaving the flat where the work is being undertaken.
- VIII. At the end of each working day, contractors are responsible for cleaning any dust or dirt in the common parts arising from the works within flats. Whether or not more than one flat is being worked on at any one time in the same part of the block, additional cleaning must also be promptly carried out at other times in accordance with the estate manager's instructions and absolute discretion. Cleaning costs incurred by Campden Hill Tenants Ltd on the authority of the estate manager, because of contractors' failure to comply with this requirement, will immediately be recoverable on demand from the lessee responsible.
- IX. Builders' rubbish must normally be removed from the flat via a hoist and, in the event of minor works where a hoist has not been stipulated, must only be removed through the common parts with the estate manager's specific authority in sealed rubble sacks. Under no circumstances should any builders' rubble or refuse be left either within the common parts or the grounds of Campden Hill Court and under no circumstances should rubble or

refuse cause a nuisance by blocking windows. Refuse must be removed directly to a skip or vehicle and cannot be stored overnight awaiting collection. Any scaffolding used at Campden Hill Court will need to be located in the rear light well areas. The installation of scaffolding on the front/principal elevations of Campden Hill Court will not be permitted.

- X. All material must be taken into flats via a hoist or scaffold and not through the common parts, except with the estate manager's specific authority on each occasion.
- XI. Contractors' staff may use the lifts only if they respect residents' needs as first priority and if they leave the lifts clean and adhere to the lift weight restrictions. 24 hours' notice of intention to use the lift must be given to the site staff in order that protection can be put in place.
- XII. Radios, etc, must not be played so as to cause a disturbance to other residents and must not be audible within the common parts or outside the building.
- XIII. Parking at Campden Hill Court is very limited and generally there is no facility for contractors to park. Any parking specifically permitted by the estate manager in the car park on the north side of the building does not imply any right to parking nor justify any expectation of parking to be provided at subsequent times.
- XIV. Lessees and their representatives have a duty to comply promptly and at all times with the reasonable requests of the estate manager and the managing agent.
- XV. Any deviation by a lessee or their representatives from these Rules and regulations, and the Procedure for works to flats within Campden Hill Court of which they are part, will result in the relevant terms and conditions of the lease being strictly enforced against them by the Landlord.
- XVI. In the event of such enforcement by whatever way in a case where a Licence for Alterations has been granted, the lessee's deposit made as a condition of such Licence may be forfeit in whole or part. Contractors and others working inside flats in Campden Hill Court should be made aware of this risk to the lessee.
- XVII. The leaseholder's contractors must ensure that all main doors of Campden Hill Court are kept closed at all times. If it is necessary for the doors to be opened for any reason for any length of time, the leaseholder's contractor must provide a responsible person to supervise the entrance.
- XVIII. At commencement, the leaseholder's contractor will be able to obtain a key fob for the main entrance door from the estate manager. The estate manager will release a key fob only on the production of photo ID. The key fob must be returned each evening and must on no account be removed from the building.

C SCHEDULE OF TYPICAL SERVICES/INVOLVEMENT OF LANDLORDS SURVEYORS

Licences to Alter – EKA Building Surveying Services

Introduction

This appendix sets out the services that Earl Kendrick Associates Limited (EKA) will provide when acting as Landlord’s Surveyor, on behalf of Campden Hill Court Limited, an estimate of our time involvement and associated fees.

EKA fees will be charged on the basis of an hourly rate of £160.00 exc VAT.

For a “Typical” Licence, involving comprehensive refurbishment, an estimate of our time and respective fee charges is provided below:

Stage One

- Review of Proposals;
- Preparation of Report

10-14 Hours

Stage Two

- Review of Licence

1-2 Hours

Stage Three

- Pre Commencement
- Monitoring of Works
- Completion

10-12 Hours

Estimate of between 16-23 hours. Total estimate of EKA fees is £2,560.00 to £3,680.00 exc VAT

A summary of our involvement is provided in the table on the following pages:

Summary of Earl Kendrick Associates' Typical Licences Services and Associated Fees

	EKA Services (Description of Work)	EKA Fee Basis	Time Estimate
<u>1.0 STAGE ONE</u>			
1.1 Review of Proposals	<p>Review of Lease in conjunction with Landlords legal advisors.</p> <p>Review the lease and/or regulations specific to the building and assess/determine whether there are any restrictive clauses/requirements.</p> <p>Review proposals put forward by the leaseholder and comment on whether there are any inadequacies/shortcomings with the level of information/detail provided.</p> <p>Seek improved quality drawings and description of alterations as necessary.</p> <p>Arrange a meeting on site to discuss the works with the leaseholder's technical team and to view the proposals in the context of the building.</p> <p>Liaise with the leaseholder's technical team to agree (in principle) the specific details of the works, taking into account the lease requirements and any other block guidelines/conditions.</p>	Fees would be charged on the basis of an hourly rate of £160.00 per hour excluding VAT.	<u>2-4 hours.</u>
1.2 Report	<p>Once the leaseholder's technical team have prepared the final documentation and the technical details are considered satisfactory - prepare a written report to the freeholder advising on all technical aspects of the proposals.</p> <p>EKA report to include a summary/description of the proposals, assessment of implications on the freehold interest and also any recommendations for specific clauses/wording to be incorporated into the licence document.</p>	£160.00 per hour excluding VAT.	<u>6-8 Hours</u>
<u>Total Estimate of Hours Stage One</u>			<u>8-12</u>
<u>2.0 STAGE TWO</u>			
(Subject to Stage One Acceptance)			
2.1 Licence	<p>Receive and review draft Licence/Consent.</p> <p>Liaise with the Landlord's solicitor as required to review the terms of the draft licence.</p> <p>Assist with answering technical queries raised following circulation of draft Licence.</p>	£160.00 per hour excluding VAT.	<u>1-2 Hours</u>

EKA Services (Description of Work)	EKA Fee Basis	Time Estimate
<u>Total Estimate of Hours Stage Two</u>		<u>1-2</u>
<u>3.0 STAGE THREE</u> (Subject to Stage Two Acceptance)		
3.1 Pre Commencement	Carry out an audit of Pre-Commencement Documentation, ensuring that all “Conditions Precedent” are discharged. Arrange for Pre-Commencement meeting with leaseholder’s professional team/contractor and record minutes. Issue of “Pre-Commencement” Certificate.	£160.00 per hour excluding VAT. <u>2-3 Hours</u>
3.2 Monitoring of the works	Inspection of the works to ensure compliance with approval. Prepare and submit report on inspections and findings. <i>The level of involvement/frequency of my monitoring visits would be dependent on the scale/complexity of the works.</i> <i>EKA will provide suggestions for the level of monitoring at the time of issuing report to the freeholder. Monthly monitoring visits are usual.</i>	1 hour per month. (Estimate of 6 visits) <u>3 hours</u>
3.3 Completion	Once the works have been satisfactorily completed by the leaseholder - arrange to attend site and carry out a final inspection of the work to check that the works have been completed in accordance with the proposals/terms of the licence. Ensure that all completion and documentation is handed over to include information such as the building regulations completion certificate, safety and commissioning certificates, ahead of sign off.	£146.00 per hour excluding VAT. <u>2-3 hours</u>
<u>Total Estimate of Hours Stage Three</u>		<u>7-9</u>
4.1 Further Involvement	For any further involvement not included in 1-6 above, for example in the case of damage being caused to neighbouring flats/disputes.	The fees for any further/follow on work will be charged at our hourly rate of £160.00 excluding VAT.



Earl Kendrick™

Associates



Chartered Surveyors & Property Consultants

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