

FORMAL AUTHORISATION
PARTY WALL ETC. ACT 1996 ('THE 1996 ACT')



YOUR CONTACT DETAILS

HOUSE / FLAT NUMBER _____ ROAD / STREET NAME _____
 TOWN / CITY _____ POSTCODE _____

EMAIL ADDRESS _____ @ _____
 DAYTIME TELEPHONE (_____) _____
 EVENING TELEPHONE (_____) _____
 MOBILE TELEPHONE (_____) _____
 FAX (_____) _____

I/We hereby **AUTHORISE** and **INSTRUCT** Mr P. Gee of Vincent-Brown & Associates Ltd, 8 The Broadway, Woodford Green, Essex, IG8 0HL to sign, issue, serve, send, receive and respond to all notices under the Party Wall etc. Act 1996 for and on my/our behalf relating to the works currently proposed at:

WRITE THE ADDRESS OF WHERE THE WORKS ARE PROPOSED	_____

	Postcode: _____

In the event of a dispute arising within the meaning of the 1996 Act I/we hereby **APPOINT** the said Mr P. Gee as my/our surveyor in accordance with section 10(1) of the 1996 Act.

I/We further **AUTHORISE** him to make all requests and appointments under the 1996 Act for and on my/our behalf that may be necessary to expedite the progress of the matter.

I/We confirm that I/we am/are 'freeholders' or 'leaseholders' or 'more than yearly tenants' and are therefore defined as 'owners' in the 1996 Act.

I/We have read, understood, and agree to the terms and conditions detailed overleaf.

Dated this _____ day of _____ 200__

THIS FORMAL AUTHORISATION SHALL ONLY BE VALID PROVIDED THAT YOU (AND EACH SIGNATORY IF APPROPRIATE) SIGN THE TERMS AND CONDITIONS OVERLEAF.

IF THE PROPERTY IS JOINTLY OWNED ALL OWNERS MUST SIGN BELOW.

x _____ x _____

① Indicate your preferred title and print your name in BLOCK CAPITALS

MR / MRS / MISS / MS / DR / PROF

MR / MRS / MISS / MS / DR / PROF

ONCE COMPLETED THIS FORM SHOULD BE RETURNED TO:
 VINCENT-BROWN & ASSOCIATES LTD
 8 THE BROADWAY, WOODFORD GREEN, ESSEX, IG8 0HL

TERMS AND CONDITIONS OF BUSINESS

In signing this agreement (which hereby incorporates the 'Formal Authorisation' overleaf), each and every 'owner' of the property at the address named overleaf (together being "you") is/are agreeing to enter a contract with the party wall surveyor named overleaf (the "Surveyor") pursuant to the Party Wall etc. Act 1996 (the "Act").

Vincent Brown & Associates Limited ("VBA") will provide the services (as described below) of the Surveyor to you (the "Services"), and VBA alone will be responsible for the performance of the Services by the Surveyor. No individual who is our employee, surveyor or consultant will accept personal responsibility to you or to anyone for the Services. You agree that you will not bring any claim against any of our employees, surveyors or consultants in connection with the Services we have provided or shall provide to you, whether on the basis of contract, tort (including negligence), breach of statutory duty or otherwise. However, we will still be responsible for any acts or failures of our employees or consultants. This exclusion of liability applies to the maximum extent allowed by law.

Right to cancel

This contract may be cancelled by you at any time until the date that you, or the Surveyor (acting as your agent), serves a written notice of works (the "Notice") pursuant to the Act upon the "adjoining owner". You should be aware that once a statutory dispute has arisen under the Act (being the service of the Notice), and you have appointed the Surveyor in writing, you may not rescind that appointment in any situation (see section 10(2) of the Act). To cancel this contract in accordance with the foregoing you must write to the Surveyor clearly withdrawing your authorisation and instruction for him to act: we strongly recommended that you use a recorded delivery service for this purpose.

Once the Notice has been served by you (or the Surveyor acting as your agent), you hereby give your express instruction to the Surveyor to act as your 'appointed party wall surveyor' (pursuant to Section 10(1)(b) of the Act) in the event of a dispute or deemed dispute arising. You should be aware that the Surveyor will not act as an "agreed surveyor" under the Act however another surveyor from VBA may act for the "adjoining owner" pursuant to Section 10(1)(b) of the Act; and VBA shall endeavour to ensure that the Surveyor and any other surveyors from VBA shall act independently at all times.

The above cancellation rights comply with the Consumer Protection (Distance Selling) Regulations 2000.

Services

(a) Pursuant to the Act, the Surveyor shall:

- Assess the potential impact under the Act of the proposed works on the adjoining property (see Section 7(1) of the Act);
- Prepare and negotiate a party wall "award" to regulate the works and safeguard your rights (see Sections 10 (10) and (12) of the Act);
- Assess any damage after the works have been completed and determine any compensation for loss or damage (see Section 7(2) of the Act);
- Listen to any specific concerns that you have about the works or potential areas of disagreement with the adjoining owner; and

(b) The Surveyor will in all normal circumstances do the following:

- Take a full schedule of condition of the relevant parts of the adjoining property, where appropriate.

(c) The surveyor may not do any of the following beyond the jurisdiction of the Act

- Stop or delay works from being carried out where such works are permitted by the Act;
- Take instructions from you concerning Surveyor's statutory duties;
- Enforce the party wall award;
- Deal with any matter that is not connected with those works under the Act.

The Surveyor will produce a party wall 'award' that will be served upon you and the "adjoining owner". It may also be given to third parties, such as project managers and building contactors (where it is relevant to them).

You have the right to appeal against the award in the county court within fourteen (14) days beginning on the day after its service upon you. You should seek professional legal advice if you intend to appeal against the award.

Charges and payment

You will be responsible for paying the Surveyor's fees as the "building owner" (as defined by Section 20 of the Act) pursuant to the "award" (see Section 10(13) of the Act). Unless specifically agreed otherwise, charges will be calculated by reference to the time spent. VBA has a flat company rate of £140 per hour for all work undertaken. We record time in units of six minutes. All charges are subject to VAT. In addition to these charges, all disbursements, including photocopying at a commercial rate and courier charges, will be added to the bill. You will be sent a bill when the majority of the work has been completed. Unless specifically agreed otherwise, you will need to settle your bill in full prior to the "award" being served upon you and the adjoining owner, and in any case within fourteen (14) days of it having been sent to you. We reserve the right to charge interest on any overdue sum at 12% above the base rate at that time of Barclays Bank PLC.

Our charges are generally based on the time we spend dealing with the matter under the Act, for example:

- Considering and drafting documents;
- Correspondence;
- Examining relevant drawings and other associated documents;
- Making and receiving phone calls;
- Inspecting the adjoining property, and your property where necessary;
- Drafting schedules of condition;
- In meetings;
- Generally managing the file.

We do not generally charge for travelling time, unless specifically agreed elsewhere.

The Surveyor's fees are recoverable "summarily" as a civil debt (section 17 of the Act) – therefore VBA (or the Surveyor) as the beneficiary of the costs in respect of the "award" may sue you if you do not pay your bill promptly.

Complaint handling procedure & Data Protection

Complaints about the Surveyor, or his/her support staff, should be made in writing only and addressed to Mr J.A. Gold. All written complaints will be investigated and will usually receive a written response within twenty-eight days. Where it is not possible to provide a written response within this time then you will be informed of this and given details of when you should expect a written response. It is important that you immediately raise your concerns with us before contacting a consumer trade association.

Your personal data will be held on the file of Vincent-Brown & Associates Ltd only for as long as is necessary. We will not transfer your personal data to any third parties without your prior consent and such data will be processed in accordance with the Data Protection Act 1998. Vincent-Brown & Associates Ltd is registered with the Information Commissioner's Office for this purpose.

Limitation of Liability

VBA's liability for any damages or losses arising out of any single matter, as a result of any proven negligence or breach of contract or breach of statutory duty or otherwise in respect of its surveyors, will be limited to cover under VBA's Professional Indemnity Policy which is £2 million.

If any other person is responsible and/or liable to you for these damages and losses, VBA will only be liable to you for the proportion of the damages and losses that a court allocates to VBA. In assessing the contribution of any other person, no account will be taken of any limit set on the liability of that person by any agreement made before the damages and losses happened.

We will not be liable for any damages or losses arising from us relying on inaccurate or misleading information you or your agents have given us, or you failing to give us relevant information including (without limitation) in the event that not all "owners" sign the 'Formal Authorisation' as required under the Act and accordingly you shall indemnify VBA in respect of any fees, costs and expenses incurred by the Surveyor in the event that any such "owners" have not signed the Formal Authorisation.

We will not accept liability for damages or losses arising from anything an expert, consultant or other third party surveyor does or fails to do. We will not be liable for indirect or consequential damages or losses, or for any loss of profits.

Notwithstanding any of the foregoing, VBA and any of its surveyors (including the Surveyor) shall be immune to any claims for negligence in respect of its surveyors' quasi-judicial authority pursuant to the Act.

The above limitations will take effect to the maximum extent permitted by law.

Severability

If any provision of this agreement is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this agreement will remain in full force and effect and will in any way be impaired or prejudiced.

Law and Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this agreement.

Vincent Brown & Associates Limited

SIGNED:

x

x