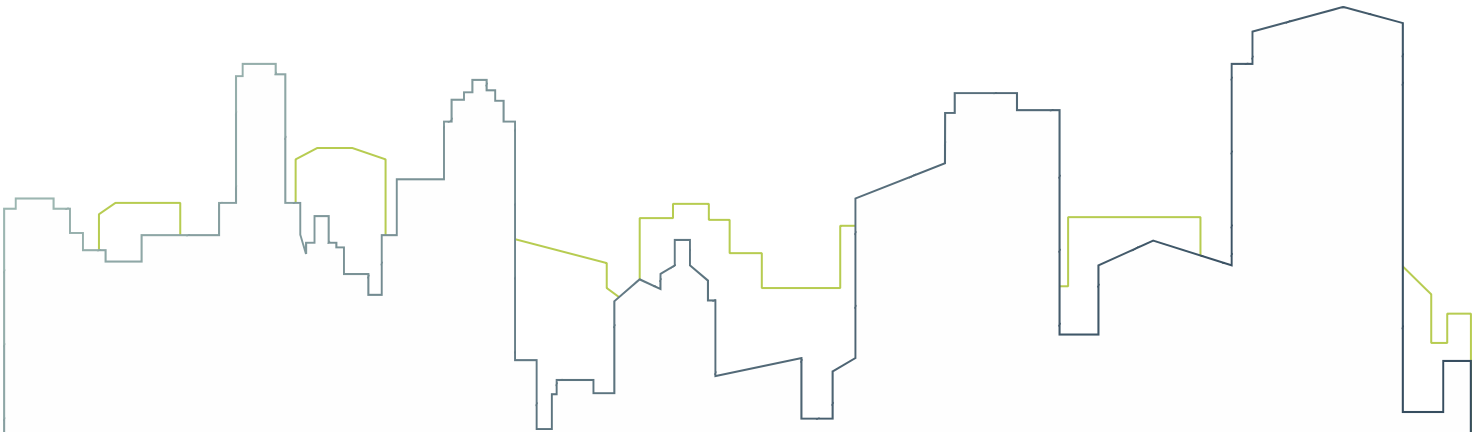


LIGHTHOUSE REPORT

TITLE	Initial Party Wall etc., Act 1996 advice report
FOR	Recreation Road development site
REPORT DATE	10 December 2024
VERSION.	01



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1 Introduction

Introduction/confirmation of brief

- 1.1 We refer to our service and fee proposal of 15 October 2024 to carry out an initial Party Wall etc., Act 1996 (the act) advice report. Within our service and fee proposal we confirmed we would:
- Visit site to establish proximity of adjoining owners who may trigger the requirements of the act for the service of notice
 - Carry out a Land Registry check to establish the name and number of all legal (leaseholder and freeholder) adjoining owners
 - Report all findings to show total estimated budget project party wall costs for all fees (our fixed fee and adjoining owner's likely fees and their checking engineer's likely fees)
 - Provide an initial party wall services outline programme from the issue of notices through to sign-off of the awards
- 1.2 Our inspection of the site was conducted from public roads and pavements.
- 1.3 The terms and conditions of business and limitations applicable to this matter were included with our service and fee proposal and are also appended to this report.
- 1.4 This report is for the sole use of Ealing Council and no liability is accepted for all or part of it to any other party.
- 1.5 This report excludes advice on any possible rights of light, crane oversail and scaffold licence implications of proposed development work.

2 General description of the site and adjacent buildings

- 2.1 The site was inspected on 4 December 2024 by Edward Turner BSc (Hons) MRICS and the weather was dry and cold.
- 2.2 The site comprises two single garages, a short terrace of garages and tarmac hardstanding. Access onto the site is via metal palisade style gates on Recreation Road to the north.
- 2.3 The site is bounded by 106 A and B Regina Road to the east, 114 Regina Road to the south and a pedestrian alleyway/1 Recreation Road to the west. The neighbouring buildings appear to comprise (single and two storey) residential dwellings.
- 2.6 We have been provided with no details of the proposed development work, nor have we received confirmation of ownership of perimeter boundary walls and fences (this should be established as soon as possible).
- 2.8 The above and below advice may alter as the design of the development progresses and is refined.

3 The Party Wall etc. Act 1996/H M Land Registry

Generally

- 3.1 In performing our due diligence for this report, we have reviewed the Government website for land and property information searches, as we have no other means of identifying land/property ownership in the timescales required. The Government cannot guarantee the land registry information is up to date as it takes time for ownership changes to be uploaded. Our advice is provided in this context.

- 3.2 Having checked the Government website, we can confirm that service of statutory (party wall) notice will be required (as a minimum) on the following adjoining owners (subject to our clarifications below):
- 1 Recreation Road – one registered freehold owner.
 - 3 Recreation Road - one registered freehold owner.
 - 106 A & B Regina Road – one registered freehold owner.
 - Land lying to the north west of Regina Road – one registered freehold owner.
 - 114 Regina Road - one registered freehold owner.
 - 116 Regina Road - one registered freehold owner.
- 3.3 In summary and from the information available on the Government H M Land Registry web pages, we confirm that there are 6 neighbouring owners who could be affected by development work on the subject site.
- 3.4 Depending on the depth of excavations required, it is possible that the owners of 3 Recreation Road and 116 Regina Road don't need to be formally notified of proposed work under the Party Wall etc., Act 1996.

Risk Items

- 3.5 Whilst we were able to locate 106 A & B Regina Road on the Government H M Land Registry web pages, we were surprised to see that the property appears to fall under a single freehold ownership entitled 106B Regina Road. If the property has been formally split into two self-contained dwellings, it is possible (if not likely) that they are leased to tenants, who may be 'owners' within the meaning as defined by the Party Wall etc., Act 1996. We therefore recommend you budget for an additional two possible adjoining owners who could be affected by development work.
- 3.6 Ventilation louvres, boiler flues, an overflow pipe, a suspected gas pipe and airbricks were noted on the flank/rear wall of 106 A & B Regina Road, and depending on the proximity of the development to this wall, these features could be problematic from a party wall perspective. Depending on the location of the site boundary, there could also be a number of trespass matters to resolve.
- 3.7 There is an extractor louvre on the flank wall of the rear extension to 114 Regina Road. Again, depending on the proposed development and location of the site boundary, this could be problematic from a party wall perspective.

4 Assessment of likely Party wall fees/costs

- 4.1 Summary of adjoining owners at this stage:
- Recreation Road – 2 neighbouring owners
- Regina Road – 4 neighbouring owners
- 4.2 Building owner surveyor's fees: Budget c. £9,000.00 plus VAT and disbursements depending on the scope of the work and the number of resulting adjoining owners.
- 4.3 The owner of the development site will be liable for all reasonable adjoining owners' fees in relation to these matters, including any checking engineer's fees. These fees are usually levied on a time-charge basis, so predicting them is difficult. Furthermore, checking engineers may also request further safeguards such as specialist movement and vibration monitoring, and whilst these costs are excluded from our budget below, you should factor them into the proposed development.

- 4.4 At this stage, we recommend you budget in the region of £9,000.00 - £18,000.00 plus VAT and disbursements depending on the scope of the work and the number of resulting adjoining owners.
- 4.5 The above assumes all information is available upon commencement and single awards can be agreed for each adjoining owner at the outset of the development. If the production of design information is such that multiple awards are required, then building owner and adjoining owners' fees will increase dramatically.
- 4.5 Adjoining owners' fees can also increase if party wall matters become protracted or contentious, which is something we cannot predict or budget for.
- 4.4 Security for expenses
- 4.4.1 Covered by section 12 of the act, this section confirms that an adjoining owner may require a sum of money to be held in escrow (or similar) prior to the notifiable works commencing. The sum of money known as the 'security', is to be held on account in the event that the building owner commences the development work and for whatever reason abandons it, doesn't finish it, or stops it for a prolonged period of time. The adjoining owner would then use the sum of money to safeguard their property from any potential structural damage or movement. Security for expenses isn't applicable to all party wall notifiable work and is generally reserved for those jobs that carry significant structural risk to neighbouring buildings. The negotiation of this figure can be complex and is dependent on the finalised structural scheme and basement/foundation solution.
- 4.4.2 At this stage, we have no means for predicting whether security will be requested by the neighbouring owners, and so budget costs are excluded from our advice for now.
- 4.5 Summary
- 4.5.1 At this stage you are advised to budget a total party wall compliance cost of circa £18,000.00 to £27,000.00 plus VAT, disbursements, and other possible costs identified above.

5 Programme/next steps

- 5.1 A minimum statutory notice period of either 1 or 2 months will apply to this scheme, depending on the kind of notice served, before the work can commence. **You are advised to allow at least 4-6 months for the resolution of all party wall matters (and recording the condition of adjoining properties) from the date of notice to publication of the awards.** As alluded to elsewhere, this time period can increase significantly dependent on the complexity of the scheme, the co-operation of neighbours and the quality and accuracy of the information provided by the design team.
- 5.2 It is common to commence the party wall process at planning stage once the general arrangement of the scheme is fixed, and usually planning drawings will need to be accompanied by structural engineer's designs for the project.
- 5.3 For the purpose of this report, we have assumed that all relevant design information will be available at the point of appointment of your party wall surveyor. **For schemes where detailed design is developed during the construction phase, multiple party wall awards may be required to facilitate commencement of each work section (e.g. demolition, excavation/piling, temporary works, super structure etc etc.). This, of course, increases party wall related costs/fees and timescales etc.**

Appendix A

Photographs

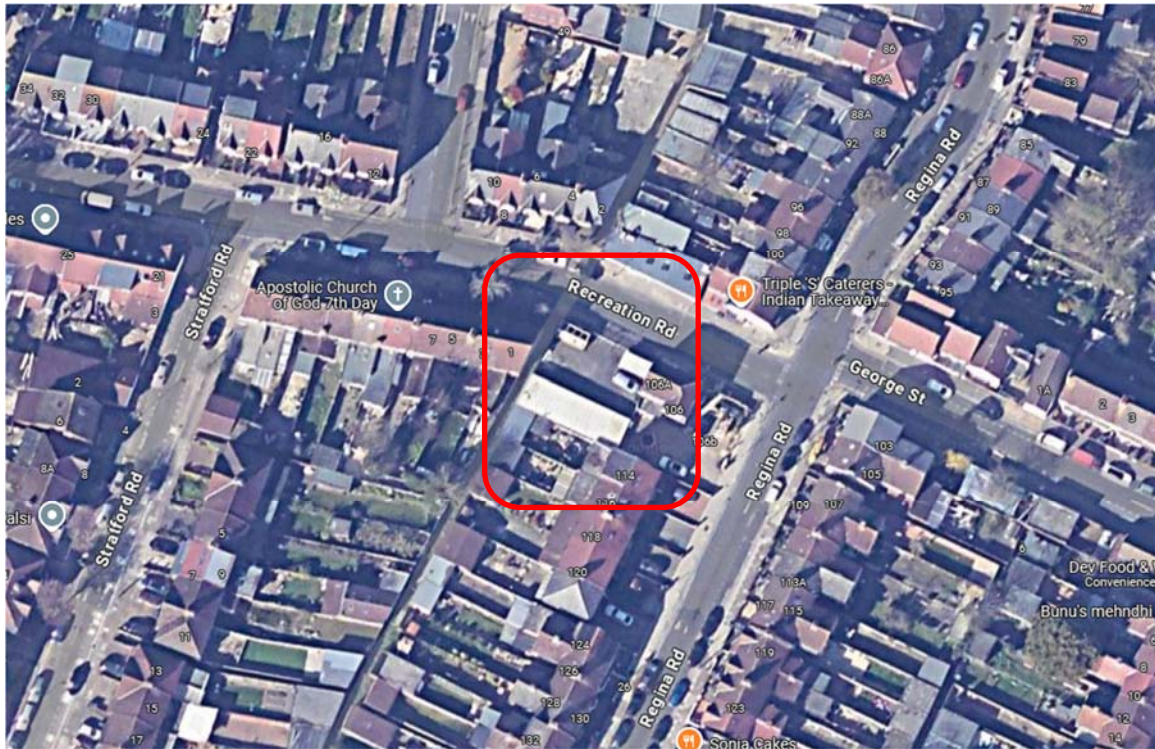


Image 1 – aerial view of the development site from Google maps



Image 2 – 106 A & B Regina Road (NB: services on the flank/rear wall)



Image 3 – Flank wall of 114 Regina Road (NB: extractor louvre in extension wall)



Image 4 – 1 and 2 Recreation Road

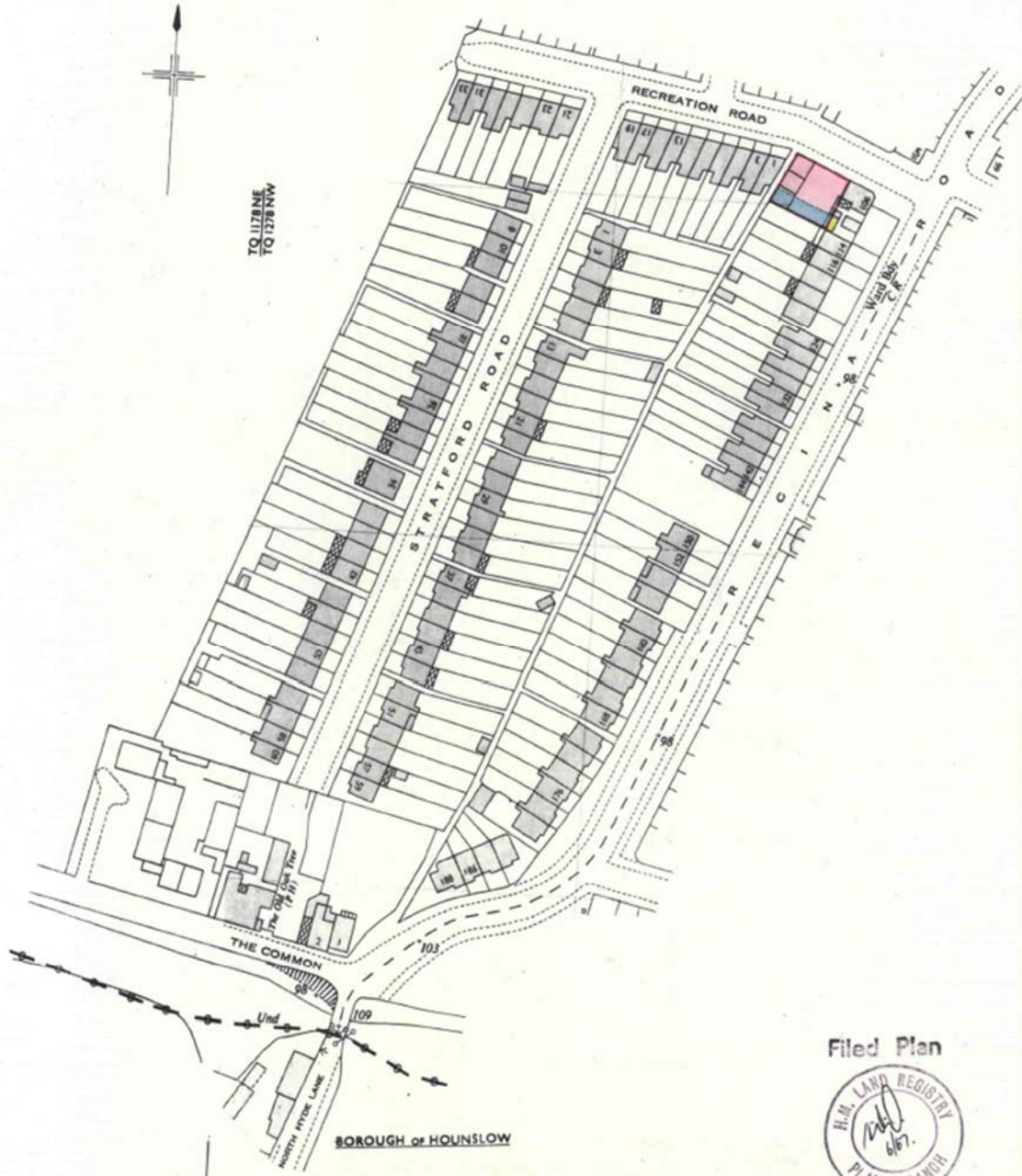
Appendix B

H M Land Registry title plan

H.M. LAND REGISTRY		TITLE NUMBER		
		MX459894		
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREATER LONDON		TQ 1278	A
Scale: 1/1250		Crown Copyright 1967.		

Old Reference MIDDLESEX XV 14 BA

BOROUGH of EALING



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Appendix C

Terms and conditions of business and limitations

TERMS AND CONDITIONS OF BUSINESS

Definitions

“Building Contract”: the contract which sets out the terms of a construction or building project and the responsibilities of all the parties involved in delivering the work.

“Contract”: these terms and conditions together with the terms of our Fee and Service Proposal, which together sets out the terms on which we accept your appointment.

“Fee and Service Proposal”: A written statement sent to you by email or post that details the scope of work, proposed costs, conditions of the engagement and identifies the individuals who will be assigned to provide the Services.

“RICS”: Royal Institution of Chartered Surveyors

“Services”: The services that Lighthouse Surveyors Limited provide to you, under the Contract

“the client”, “you” and “your” are the organisation or person to whom Lighthouse Surveyors Limited will provide the Services under the Contract.

“the company”, “we”, “us”, “our”: are Lighthouse Surveyors Limited whose registered office is at 10 York Road, London SE1 7ND (company number 7576812) and is regulated by the RICS.

General

1. When instructed to provide Services we will send a Fee and Service Proposal with these terms and conditions, together these will form the contract and apply to the relationship between us and you.
2. The Contract will apply to all our work for you unless expressly amended in writing.
3. We will rely on you to supply in a timely manner, all instructions and information needed by us to act on your behalf. We will rely on you to inform us of any changes to those instructions or that information and to any other relevant circumstances. We are not under any obligation to check the accuracy of information you supply unless it is agreed in writing that we should do so.
4. Unless otherwise agreed in writing the services we provide are for the benefit only of the party to whom

these terms and conditions are sent and as specified in the Fee and Service Proposal. A person who is not a party to our appointment has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of our appointment.

Fee Basis

5. The basis of our fees for individual instructions will be confirmed in our Fee and Service Proposal, provided to you by letter or email.
6. Our services will be charged on a fixed fee, percentage or time charge basis. Our fee quote will be valid for 21 calendar days.
7. If you instruct us or if we become aware that additional work is necessary, for example if your requirements or circumstances change significantly, we reserve the right to review our fee quote. We will endeavour to provide you with an updated Fee and Service Proposal and inform you of the new fee quote before any costs are incurred.
8. Where a fixed fee has been identified and a limited amount of work is required that falls outside the agreed scope of work, the fees for this additional work may be calculated on a time charge basis. Time-charging means that our fee is determined by the time spent by those who deal with the instruction. The hourly rates that will apply to the instruction are confirmed in our Fee and Service Proposal or will be provided to you as soon as we become aware that work is required beyond the agreed scope of service.
9. Unless agreed otherwise, where a fixed fee has been identified this will include time incurred when travelling by car, public transport or otherwise to and from the subject property and to and from the company’s office. When we charge on a time spent basis we will charge, at the same hourly rate, for our time spent travelling to and from the subject property.
10. Our fees in connection with providing professional services in relation to applications for approval by a statutory authority, such as planning permission or building control approval, will be fully payable

irrespective of the final decision of the statutory authority in question.

11. Unless stated otherwise, fees are quoted exclusive of Value Added Tax, which shall be added to our charges at the rate in force at the date the fees are rendered.
12. Unless otherwise agreed, our fee will include inspection of a property or project or site over the course of one single day and will not cover multiple separate visits. We reserve the right to charge for any additional site visits.
13. Our fee invoices will be submitted at appropriate stages of our work regardless of whether or not the matter proceeds to completion. For building inspections and other reports, this will typically be with or immediately after submission of the report. For on-going instructions interim fees will normally be submitted on a monthly basis.

Disbursements

14. We will agree with you whether or not disbursements will be added to our quoted fees or whether they are included.
15. Unless otherwise stated, our quoted fees will usually include disbursements for internal expenses incurred in discharging the instruction, such as travel, subsistence, photography, printing, copying, binding and postage. Where disbursements will be charged in addition to the fee, for example Building Contracts, for specialist testing, specialist equipment hire, bulk printing, couriers, HM Land Registry searches and OS digital maps, etc., this will be confirmed in writing and the expenses will be charged at cost as disbursements.
16. Value Added Tax is payable on certain disbursements and expenses.

Other Costs

17. Unless otherwise agreed we expect the appointment of specialist consultants when required to be made direct by our clients and unless otherwise stated we expect costs of consultants working under our control to be met directly by our clients. Where we undertake to co-ordinate and integrate specialist consultants' work subsequent to our initial instruction our additional fees for doing so will usually be calculated on a time-charge basis.

18. We will not receive or pay a referral fee unless otherwise stated.
19. Where access to premises is arranged but is not available at the agreed and confirmed time and date, resulting in an abortive visit, we reserve the right to charge for any additional time spent and expenses incurred.

Suspending and Terminating Instructions

20. A surveyor appointed under section 10 of the Party Wall etc. Act 1996 holds thereafter a statutory appointment, which may not be rescinded. For all other appointments you may terminate or suspend our services by giving seven (7) days written notice addressed to the company's employee with whom you are dealing.
21. If either party becomes insolvent or takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business, the other party may terminate the appointment immediately by giving written notice by post or email to the other.
22. For ongoing instructions, in the event that you default in payment we may, on giving seven (7) days written notice, suspend performance of our services. Performance will be resumed upon payment unless the suspension exceeds six (6) months.
23. We may terminate the appointment if:
 - you materially breach your obligations and have failed to remedy the breach within fourteen (14) days following written notice given by us; and/or
 - without good reason you fail to give us information or instructions in a timely manner; and/or
 - there is a serious breakdown in confidence between you and us; and/or
 - any other circumstances arise, which as a matter of law or practice, entitle us to terminate our appointment; and/or
 - our services are suspended for more than six months.

24. Within twenty one (21) days following suspension or termination you shall pay to us any outstanding unpaid invoices and interest and, in respect of services supplied or disbursements incurred for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately upon receipt.

Payment Terms

25. Our fee invoices are due for payment in full on receipt, in sterling and without any deduction, set off abatement or counterclaim.

26. We reserve the right to charge interest at 8% above the Bank of England base rate in force accruing on a daily basis from the date which is thirty (30) calendar days after the date the invoice is issued to you until payment is made.

27. If you disagree with, or have queries about a fee invoice we request that you notify us within fourteen (14) days from the invoice date, after which time we will assume that you have agreed its content. If you do dispute any part of the invoice and so notify us, you shall nonetheless pay all items which you do not dispute pending resolution of the balance.

28. We will be entitled to keep all your papers and documents while there is any money properly owing to us for our fees and expenses.

Liability

29. We shall provide the Services to you with reasonable skill, care and diligence and shall be liable to you for losses, damages, costs or expenses directly caused by our negligence or wilful default.

30. If you are a consumer we shall not have liability for:

- 30.1. losses where there is no breach of the Contract or any legal duty owed you by us;
- 30.2. losses that are not a reasonably foreseeable result of any such breach by us;
- 30.3. any increased losses resulting from a breach of the Contract by you; and
- 30.4. any business losses and/or losses to non-consumers.

31. If you are a business:

31.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

31.2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount paid by you for our services under such contract.

32. We shall not be liable to you for any losses under circumstances which are attributable to the provision of false, misleading or incomplete information or documentation by any party other than the company or losses which are due to any acts or omission of any other person other than the company or due to any cause beyond our reasonable control.

33. Where you have a number of advisers including the company advising on a matter, our liability shall be limited to that proportion of any loss or damage suffered by you as it would be just for us to pay.

34. Unless otherwise agreed our maximum aggregate liability to you for any breach of contract, negligence or breach of statutory duty or otherwise is limited to five million pounds (£5,000,000.00). We shall have no liability for any losses in excess of such sum, save in the event any liability for fraud or such liabilities as cannot lawfully be limited or excluded.

35. For the avoidance of doubt, nothing in these terms and conditions shall exclude or limit our liability in respect of fraud or death or personal injury or breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) caused by us.

36. By accepting our Fee and Service Proposal and these terms and conditions you are agreeing that we alone will provide our Services to you and you agree not to bring any claim whether in contract, tort, under statute or otherwise against any employee or consultant of the company.

Asbestos

37. If we undertake any services in relation to a building or structure containing **asbestos or asbestos containing materials** in addition to the limitations on liability set out in paragraphs 29 to 36 above our liability is limited to the direct result of our negligence or breach of contract and to the cost of re-performance of our services and/or rectification or remediation (as appropriate) or the diminution in value of any buildings or structures we survey.

38. We shall not be liable for:

- 38.1. any damage to property other than the building/or structure or any part thereof which requires re-performance of our services and/or rectification and/or remediation;
- 38.2. death, injury, illness or disease whether physical or mental;
- 38.3. physical impairment or damage to any ecological system;
- 38.4. consequential indirect, economic or financial loss;
- 38.5. any analysis and/or testing undertaken by asbestos testing organisations on your behalf whether instructed by you or us;

due to or arising from the presence or release of asbestos or asbestos containing materials.

Complaints

39. We operate a complaints handling procedure, a copy of which is available upon request.

Data Protection and Confidentiality

40. Any personal data which we obtain from you for the purposes of or in performing our services will not be disclosed to third parties without your consent, except where required by law, where it is necessary to administer the working relationship with you, where we have another legitimate interest in doing so or if the matter becomes subject to monitoring by the RICS. We require third parties to respect the security of your data and to treat it in accordance with the law.

41. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the contract.

42. Your name and contact details will be placed on our contacts database which we use for the purpose of sending mailings by post and email which you have requested or which we believe may be of interest to you. If you have any objection to your details being held on our database please inform us (email spencer@lighthousesurveyors.com) and we will arrange for your details to be removed from our database.

43. Our full Privacy Policy is available on request.

Insurance Mediation Activities

44. This company is not authorised by the Financial Services Authority. Lighthouse Surveyors is regulated by the RICS.

RICS Client Money Protection Scheme (CMPS)

45. We are not a member of the CMPS. Any money paid in advance is not client money and is not subject to CMPS.

Copyright

46. Copyright in all documents produced or used by us in connection with any appointment shall remain with us but subject to the payment of our fees in accordance with these terms and conditions we grant you a licence to copy and use the documents in connection with the subject matter of the appointment.

Health and Safety

47. The promotion of health, safety and welfare measures is an essential objective so all reasonably practicable measures are taken to minimise risk to anyone else who may be affected by our operations.

48. We will rely upon you to advise us if you are aware of any particular risks to the safety and health of our employees who may be inspecting or visiting properties under your instructions.

49. We will also ask you to supply, in a timely fashion, the contact details of the person responsible for the property so that we may discuss particular or unusual risks with them and plan accordingly.

Notice

50. Any notice or communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class

post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to your principal contact

51. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt and if sent by post at 10.00 am on the second business day after posting, or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 51, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

Force Majeure

52. Neither party shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under the contract if such delay or failure results from events, circumstances, or causes beyond its reasonable control.

Assignment and other dealings

53. We may at any time assign, subcontract delegate or deal in any other manner with any or all of our rights and obligations under the contract.
54. You shall not assign, transfer, subcontract, delegate or deal in any other manner with any of your rights and obligations under the contract without our prior written consent.

Entire Agreement

55. These terms and conditions and the Fee and Service Proposal constitute the entire agreement between the parties (the 'Contract') and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
56. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or

warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

Variation

57. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Waiver

58. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

Severance

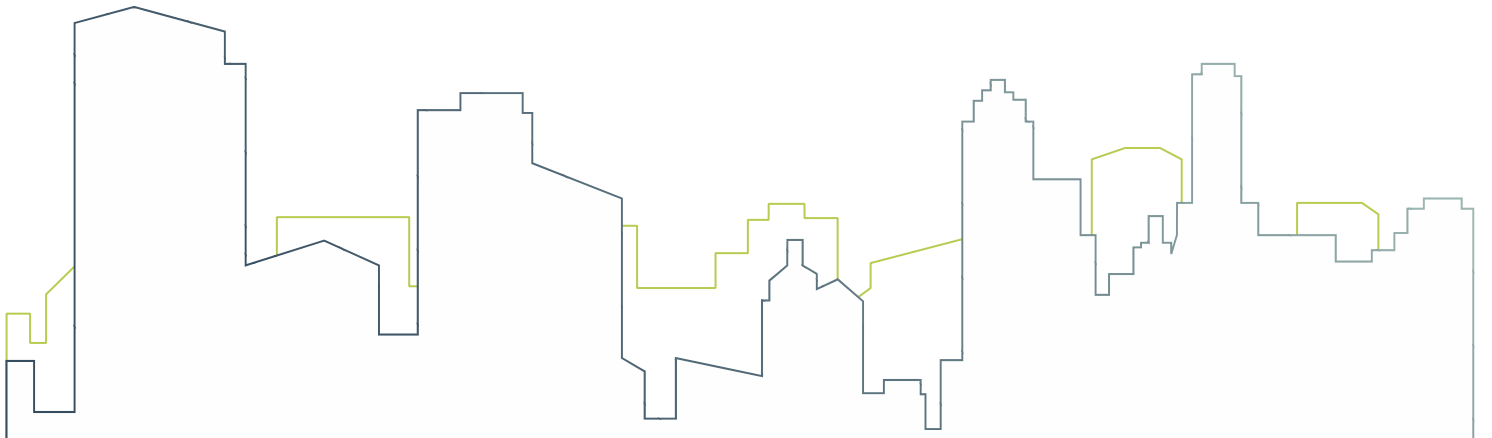
59. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 59 shall not affect the validity and enforceability of the rest of the Contract.

Jurisdiction and Disputes

60. The Contract and our appointment are governed by English law.
61. Any dispute arising from or under the Contract and/or any appointment shall be referred to and determined by an arbitrator to be agreed between you and us or in default of agreement, shall be appointed upon the application of either party by or on behalf of the Vice President or President for the time being of the RICS.

Limitations applying to our professional service

- We will not carry out any opening up works or intrusive investigations.
- We will survey with the aid of surveyors ladders and binoculars from all reasonably accessible areas only.
- We have not allowed for any specialist access equipment such as cherry pickers for example.
- We have not allowed to carry out any testing, provide any specialist mechanical, electrical, environmental, planning, acoustic, asbestos, conservation or thermal modelling advice.
- We will not carry out a measured survey or produce any drawings.
- We will not provide a market valuation or fire re-insurance valuation.



LIGHTHOUSE

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