

Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees). Please note that fee changes were made on 25 July 2016 in respect of all applications made on or after that date. The new fees are set out in this form.

Please send your completed application form and fee (if applicable), together with the documents listed in section 13 of this form to the appropriate regional Tribunal. (See the Annex to this form for regional office addresses). **Please do not send any other documents.** If and when further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use, please call the appropriate regional office.

If you are completing this form by hand please use BLOCK CAPITAL LETTERS.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name: Waterfront Wakefield (Hebble Wharf) Limited

Capacity: Landlord

Address (including postcode):

4th Floor Bridgewater Place, Water Lane, Leeds LS115BZ

Address for correspondence (if different from above):

C/o DWFM Beckman Solicitors, 101 Wigmore Street, London W1U 1FA

Telephone:

Day: 0207 408 888

Evening:

Mobile:

Email address:

claire.lyon@dwfmbeckman.com

Fax:

0207 408 8889

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name: DWFM Beckman Solicitors

Reference no. (if any) CL/70049.1

Address (including postcode):

101 Wigmore Street, London W1U 1FA

Telephone:

Day: 020 7408 8888

Mobile:

Email address: Claire.Lyon@dwfmbeckman.com

Fax: 020 7408 8889

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

Hebble Wharf, Navigation Walk, Wakefield, WF15RD

3. BRIEF DESCRIPTION OF BUILDING (e.g. 2 bedroom flat in purpose built block of 12 flats)

Purpose built mixed use building, including 57 residential flats held on long leases.

4. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name: Please see list of all long leaseholders on accompanying sheet

Capacity: Leaseholders

Address (including postcode):

see attached

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

see attached

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of
Secretary

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

☒ Yes ☐ No

If Yes, have the works started/been carried out?

☐ Yes ☒ No

Does the application concern a qualifying long-term agreement?

☐ Yes ☒ No

If Yes, has the agreement already been entered into?

☐ Yes ☐ No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled **'GROUNDS FOR SEEKING DISPENSATION'**

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

☐ Yes ☒ No

If Yes, please give details

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

☒ Yes ☐ No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

☒ Fast Track
☐ Standard Track

Is there any special reason for urgency in this case?

☒ Yes ☐ No

If Yes, please explain how urgent it is and why:

Flat 216, which is subject to a long lease, is suffering from water ingress. The lessee is having to use towels to absorb the water and prevent consequential damage to her property. The Landlord instructed Ian Laurie BSc MRICS of Watts to investigate the cause of the water ingress. Scaffolding was erected and a section of cladding removed. A report, dated 9 November 2017, identified a defective fallpipe connection, which needs replacement, as do saturated materials proximate to the pipe. Remedial fire protection works have been identified, which reasonably should be carried out at the same time, whilst the cladding is off. The works need to be carried out urgently for the comfort of the lessee.

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

13. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done and it has the following documents together with the application fee (if applicable).

A copy of the lease(s). ☒

A statement that service charge payers have been named as respondents or a list of names and addresses of service charge payers ☒

A crossed cheque or postal order for the application fee of £100 (if applicable) is enclosed. ☒

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Fees should be paid by a crossed cheque made payable to, or a postal order drawn in favour of, HM Courts and Tribunals Service.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties.

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed: Clare Lyon Dated: 7.12.2017

GROUNDS FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

As set out in box 10 above, the Landlord has undertaken investigations and now seeks to undertake urgent remedial works to the balcony area outside Flat 216 and to carry out other recommended works whilst scaffolding is in place and the cladding has been removed.

The replacement of the fallpipe with one of a larger capacity and the fire protection works will constitute an improvement, which the Landlord is permitted to carry out pursuant to clause 5.5 of the lease of Flat 216 (and the other long leases of the Building) and for which service charges may be recovered.

It is anticipated that the cost of the emergency works will equate to more than 57 x £250 (£14,250)

2. Describe the consultation that has been carried out or is proposed to be carried out.

No consultation has been carried out due to the timescales involved and the need to carry out remedial works quickly although letters notifying leaseholders as to emergency works have been sent out.

The Watts report found that the fallpipe serving the balcony and roof of Flat 216 is of insufficient capacity and it recommends (i) opening up works to investigate and replace the other fallpipes at the building; and, (ii) remedial fire protection works be undertaken at the same time. This will be the subject of consultation.

3. Explain why you seek dispensation of all or any of the consultation requirements.

Dispensation is required to address urgent repairs affecting Flat 216.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491
Fax: 01264 785 128

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888
Fax: 01264 785 122

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524
Fax: 01264 785 129
DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Telephone: 01243 779 394
Fax: 0870 7395 900

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

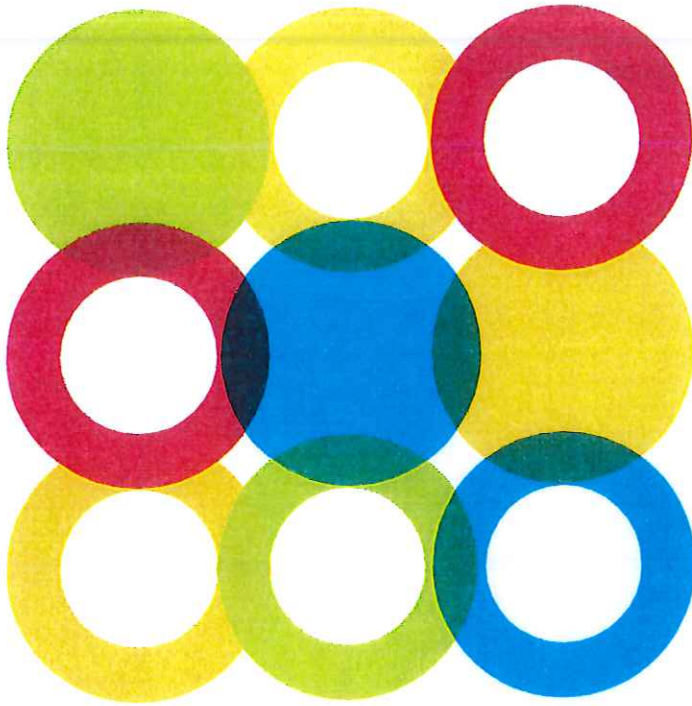
HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Telephone: 020 7446 7700

Fax: 01264 785 060

DX 134205 Tottenham Court Road 2

This office covers all the London boroughs.



Leak Investigation Report

Hebble Wharf
Navigation Walk
Wakefield
WF1 5RD

Version

A

Report Date

09 November 2017

Client: Waterfront Wakefield

Job Reference:

125409

Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD

Project Preface

Client Name and Address

Wakefield Waterfront
C/o U+I
7a Howick Place
London
SW1P 1DZ

Watts Details

Director Responsible: Ian Laurie



Prepared at: 7 Charlotte Street
Manchester
M1 4DZ

Document Prepared by: Ian Laurie

Job Reference: 125409

Reviewed by: Tom Kibblewhite



Client: Waterfront Wakefield

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Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD



Identification photograph

Client: Waterfront Wakefield

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Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD

Executive Summary

We have conducted a visual inspection of the building and have reviewed such documentation as is held on site. The Red/Amber/Green status is defined as follows:

- 1 Immediate Action is
- 2 Further investigation required (for example to establish precisely the materials used and their properties or to confirm the provision of fire barriers and the like).
- 3 No action is required.

The following is a summary of our key findings.

1	Water ingress has been occurring within the building and this has been identified as originating from a fallpipe at the balcony level on elevation three. The leak has resulted in significant decay to the concealed structure which requires repair. Further investigation is recommended with regards the risk of further similar areas of leakage occurring.
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N.B. The above summary highlights the main points only of this report. We advise you read this Report in full for a detailed understanding of our findings, opinions and advice.



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Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD

Further Assistance

This report raises a number of issues, if you would like to discuss any aspect of this report, or for assistance in developing a strategy for resolution of these issues please contact the author:

Ian Laurie

T: 0161 831 6180

E: ian.laurie@watts.co.uk

Watts is a leading consultant to the property and construction industry. With 50 years' experience across all building types and market sectors, the Group delivers independent, expert advice through a network of offices across the UK.

For more information visit the Watts website watts.co.uk



Client: Waterfront Wakefield

Job Reference: 125409

Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD

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Scope of Service and Limitations



Client: Waterfront Wakefield

Job Reference:

125409

Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD

Introduction

1.1 Instructions and Brief

Bernie Spears of U+I instructed us on behalf of Waterfront Wakefield to investigate the cause of leakage into parts of the property known as Hebble Wharf Wakefield.

In this connection a section of the property on the elevation identified below as 3 was scaffolded and the wall construction was opened up to determine both the form of construction and the location of the water ingress.

Please note our reporting is restricted to the elevations to the west end of the site, where water ingress has been reported, and we have not reviewed the wider building.

1.2 Site Inspection

Personnel Inspecting	Date of Visit	Weather Conditions at the time	If accompanied and by whom
Ian Laurie BSc MRICS	12 October 2017	Dry with temperatures in the region of 14°C. Rain had been experienced in the 48 hours prior to our inspection.	Bernie Spears of U+I



Client: Waterfront Wakefield

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2. General Description of Property

2.1 Overview

The property is a residential development with retail accommodation on the ground floor mezzanine level. A car park is located under the residential and retail location and includes large open grills for natural ventilation.

2.2 Generally

Type of Building	<input checked="" type="checkbox"/>	Purpose built
	<input type="checkbox"/>	Conversion
	<input checked="" type="checkbox"/>	Mixed-use
	<input type="checkbox"/>	Other (Specify)
Location	<input checked="" type="checkbox"/>	Campus development (purpose built site within its own grounds)
	<input type="checkbox"/>	City centre
	<input type="checkbox"/>	Other (Specify)
Access and Parking	<input checked="" type="checkbox"/>	Restricted access for emergency vehicles <i>Unrestricted access is available to one elevation only.</i>
	<input type="checkbox"/>	Good access to all elevations
	<input type="checkbox"/>	Part Access only

2.3 Data

Height ¹	Storeys No.	<18m	18-36m	>36	Number of staircases			
					1	2	3	4
Block 1		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note the number of staircases refers only to the residential area. A separate stair serves the basement and the retail unit includes its own staircase.

¹ For the purposes of regulation height is measured from ground level on the lowest side to the upper floor surface of the top floor. Roof top plant and top floor solely comprising plant rooms are excluded. It is possible that the overall building height is therefore above 18m.



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2.4 Date of Construction

Approximate age or date of construction (if known)	Early 1900's	1920-1940	1950s	1960s	1970s	1980s	1990s	2000s	2010s
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Principal designers and contractors	Not identified								

2.5 Document Review

	Seen	Comment
Building Regulations	<input type="checkbox"/>	Not seen.
Fire Risk Assessment	<input type="checkbox"/>	Not seen.
Fire Strategy	<input type="checkbox"/>	Not seen.



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3. Site Plan



*1 identifies the elevation to which investigation was undertaken.



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4. Cladding Details

Cladding Type	Element (exterior first)	Tech info from O&Ms	Further Investigation required		
			Needs further Tech Info	Needs opening to confirm construction	Needs opening to verify condition.
A	Cedar cladding.		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A1	Cedar hit and miss cladding.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A2	Coated metal trims		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A3	Timber supports with void to batten depth		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A4	Tyvek Breather membrane		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A5	Plywood		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	Mix of Kingspan cavity bats and glass fibre insulation.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A6	Mix of timber steel and concrete frame elements.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
A7	Foil backed plasterboard to inner face		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>




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Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD

5. Items for repair or replacement due to damage or misuse

Ref	Description	Location	Typical Photo
5.1	<p>Following a report of leakage into one of the flats, the elevation cladding was removed to a section of elevation 3. The concealed fallpipe in the void was found to have a defective connection to the balcony area, and was discharging water into the cavity.</p> <p>The saturation has resulted in decay to the plywood panelling, timber and metal framing. In addition the Insulation material was found to be saturated in localised areas.</p> <p>The fallpipe itself appeared to be significantly undersized for the amount of water it is expected to carry, with it appearing to be less than 60mm in diameter. The fallpipe discharges the balcony and the hipped roof area above the balcony.</p> <p>Further opening up work is required to ascertain the extent of the problem and in any eventuality it will be necessary to undertake remedial fire protection works that will require widespread removal of cladding. Rainwater pipes should be resized where possible to increase the flow rate through the pipes and reduce the risk of weiring over, this will likely require removal of the cladding in order to accommodate the larger diameter fallpipe within the cladding cavity.</p>	Elevations around concealed fallpipes.	



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6. Schedule of Work

Ref	Item	Rate	£	p
	<p>This section relates to the items of work required under the contract. The contractor should provide individual prices against <u>each item</u>, or against a unit rate where specifically requested. All prices to be totalled at the bottom of each section and all section totals to be carried through to the collection page.</p>			
3.1	SECTION 1 GENERAL WORKS			
3.1.1	Provide scaffolding to the three elevations to be worked upon. Ensure scaffold is subject to weekly inspections prior to each work period commencing and is provided with safety 'Scafftag'. Scaffolding is to be alarmed to prevent unauthorised access.			
3.1.2	Note: First lift of scaffold is to be provided at sufficient height as to prevent general access. At the end of each work period the access ladders are to be removed and the scaffold secured against unauthorised access.			
3.2	SECTION 2 LEAK INVESTIGATION AND REMEDIATION WORKS			
3.2.1	To areas aligned with fallpipes, temporarily mark cladding to allow refixing to the previously measured positions. Carefully remove fixings and take down timber cladding, storing within the retail unit in designated.			
3.2.2	Note: The contractor is to allow for 10% new cladding to match. Subject to Cas instruction			
3.2.3	Allow CA's inspection of the existing installations.			
3.2.4	Provisionally on CAs instruction breakout existing fallpipes and outlets and provide, fix and plumb new flush fit aluminium rectangular fallpipes size 100x75mm. Ensure flush fit with the existing structure.			
3.2.5	Ensure correct discharge connection, renewing the gulleys as required to ensure the new piping discharges fully into the connection.			



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3.2.6	Remake balcony outlet position to ensure correct discharge into new pipework.			
3.2.7	Allow CAs inspection. Clean down rusting sections of metal and treat against further corrosion.			
3.2.8	Expose decayed timbers and allow CA's inspection.			
3.2.9	Subject to Cas inspection cut out decayed timbers and arrange for specialist timbercare treatment by Peter Cox or similar approved. Providing a ten year insurance backed warranty.			
3.2.10	Provide and fix new treated timber sized to match original where this has been removed, or is rotted. Allow the provisional sum of £1,000.00 for supply and fixing of timber. Subject to CAs instruction.		1,000	
3.2.11	Provide and fix new treated wall boarding to match original where the same has noted or has otherwise been deemed unfit to refix. Provisionally allow 50m2			
3.2.12	Where insulation has been saturated remove from site and renew with new rigid Kingspan material, ensuring there are no voids in the material.			
3.2.13	Water test pipework to ensure there are no leaks, and undertake remedial works as necessary.			
3.2.14	Note: The contractor is to allow for 10% new cladding to match. Subject to Cas instruction Note the reinstatement of cladding will be undertaken in the within the fire protection works..			
3.2.15	Clean down balcony membrane and relay decking.			
3.2.16	Renew battens as appropriate with treated timber sized to match original and refix cladding.			
3.2.17	Strike Scaffold and clean and clear site.			
TOTAL				



Client: Waterfront Wakefield
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Appendix BIR1

Scope of Service and Limitations

The Limitations applicable to our work have already been confirmed to you. These Limitations are repeated on the pages that follow.



Client: Waterfront Wakefield
Property: Hebble Wharf, Navigation Walk, Wakefield WF1 5RD

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Scope of Service & Limitations

Cladding Inspections and reports

The Scope of Service & Limitations set out in this document must be read in conjunction with the letter or E-mail from Watts Group Limited confirming our Service and Fee proposals for the enquiry or instruction concerned.

N.B. Services being provided are marked with a cross in the red checkbox.

Nature of the Commission

1. ☒ Survey and report for management purposes
2. ☐ Survey and report for reassurance purposes
3. ☐ Survey and report for purchase
4. ☐ Survey and report for occupation

Level 1 Inspection of Fabric

5. ☒ Make reasonable access arrangements, prepare risk assessments and obtain security clearance as appropriate.
6. ☒ Conduct a visual inspection of the site in order to identify its general form of construction, height, age, number of storeys, location of boundaries and uses. Identify generic types of cladding system used.
7. ☐ Arrange for an hydraulic platform or other specialist access system to attend the property for high level roof or façade inspection.
8. ☒ Visually check for indications of the general standard of installation; maintenance failures or general wear and tear.
9. ☒ Inspect relevant documentation held on site including as detailed below
10. ☒ While at the property (and when available), reviewing and making notes relating to the existence and nature of the following:
 11. ☒ Operating and maintenance manuals
 12. ☒ Health and Safety Files or other relevant constructional information and comment thereon;
 13. ☒ Product data sheets
 14. ☒ Building Regulations Approval
15. ☒ Issue a report confirming the results identified in 1-18. The report is to be prepared as register including a photograph(s) of elevations marked up with the various façade types together with more detailed description of the elevation construction where available



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Job Reference: 125409

Investigation (If required)

16. ☒ Arrange with suitable contractors to remove sample areas of cladding for the purposes of more detailed investigation and evaluation.
17. ☒ Attend site for the purposes of assessing detailed constructional detailing, the presence and nature of fire barriers, the standard of installation and other relevant factors affecting performance.
18. ☒ Undertake further research into the properties of materials or products identified by the intrusive investigation.
19. ☒ Prepare a report detailing the results of the investigations and issue electronically
20. ☒ Make reasonable amendments/revisions to a draft report to take account of comments from the client
21. ☒ Issue, by E-mail, to all persons requiring a copy thereof or, by downloading via nominated internet site, a PDF copy of the finalised report.
22. ☐ Issue hard copies of the report.

Limitations to our service

23. ☒ If we observe evidence to suggest that concealed parts of the structure and fabric might be defective, we will advise you accordingly immediately after our inspection and make recommendations for further investigations.
 24. ☒ We will not be able to inspect parts of the building that are obscured or covered unless commissioned to undertake intrusive and potentially destructive investigations.
 25. ☒ The focus of our inspections is solely in respect of leakage to the area of the property notified to us.
 46. ☒ Note that removal of cladding or the physical cutting into material may invalidate product or suppliers warranties.
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Terms and Conditions of Business

General

1. This document together with the terms of our appointment letter to you sets out the terms on which we accept your appointment. These terms will apply to all our work for you unless expressly varied in writing. The expression "we", "us" or "the company" means Watts Group Limited.
2. 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.
3. 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 accompanying appointment letter. 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

4. The basis of our fees for individual instructions will be confirmed in our appointment letter.
5. Where work can be precisely defined, we will quote a fixed fee. Fixed fees are typically expressed either as simple 'lump sums' or as a percentage of final construction cost (in building projects).
6. Unless agreed otherwise, where a fixed fee has been identified and work is required that falls outside the agreed scope of services, the fees for the additional work will 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 appointment letter.
7. 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.
8. 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 about one week after submission of the report. For on-going instructions interim fees will normally be submitted on a monthly basis.
9. In the case of dispute work, you should be aware that if you are successful it will not usually be possible to recover all your costs because of the way in which the Court/Arbitrator assess them. Costs are not usually awarded to the parties to adjudication. In these cases, you will remain responsible for the full payment of our invoices when you receive them.
10. Unless stated otherwise in our appointment letter, the following shall apply to all payments: payments to us will become due on receipt by you of our invoice/application for payment which shall state the amount due and the basis on which that amount is calculated. Such invoice/application will be the payment notice required by section 110A (1) of the Housing Grants Construction & Regeneration Act 1996 ("HGCRA"). The final date for payment of sums due shall be as stated in our appointment letter or invoice/application as appropriate, or if not so stated shall be 14 days from the due date.

Disbursements

11. Unless otherwise stated our quoted fees will only include the cost of reasonable internal printing, copying, binding and postage. All other out-of-pocket expenses and disbursements including travel will be charged in addition to the fee. If we instruct specialist providers on your behalf, we shall be entitled to make an additional charge to cover our related administration costs and any ancillary professional input by us. Value added tax is payable on certain disbursements and expenses and will be added as appropriate.

Other Costs

12. Unless otherwise agreed we expect the appointment of specialist consultants when required to be made direct by you. 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.
13. Unless otherwise stated we expect costs of consultants working under our control, planning applications and Building Regulation applications to be met directly by our clients.
14. Where access to premises is arranged but is not available at the 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

15. 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 days written notice by post or facsimile addressed to the Client Director with whom you are dealing. Notification by e-mail cannot be accepted.
16. If either party becomes insolvent the other may terminate the appointment forthwith by giving written notice to the other.



17. In the event that you default in payment we may, on giving seven days written notice, suspend performance of our services. Performance will be resumed upon payment unless the suspension exceeds 6 months.

18. We may terminate the appointment if:

- You materially breach your obligations and have failed to remedy the breach within 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 in our opinion 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 and/or
- Otherwise on 14 days' notice.

19. Within 21 days following suspension or termination you shall pay all fees and expenses due, commensurate with the services performed, up to the date of suspension or termination including time spent in the seven day period following any termination in closing down the instruction.

Payment Terms

20. Our fee invoices are due for payment in full on presentation, in sterling and without any deduction, set off abatement or counterclaim. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, we reserve the right to charge interest at 8% above the Bank of England's base rate on any fee invoices that are not paid within 21 days from the date of issue.

21. If you disagree with, or have queries about a fee invoice we request that you notify us within 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.

22. 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.

Exclusions and Limitations on Liability

23. 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 having regard to our responsibility for it and on the basis that all other advisers liable for the same loss or damage shall be deemed to have paid you such proportion which it is just for them to pay having regard to the extent of their responsibility.

24. 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 one million pounds (£1,000,000) except that nothing in these terms and conditions shall exclude or limit our liability in respect of fraud or death or personal injury caused by us.

25. It is not contemplated that any third party will be entitled to rely on any of our advice pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999. Our advice:

- May be relied upon by the legal entity ultimately commissioning us (whether directly, or through agents) to inspect the property and issue a report. We owe a duty of care to this entity only and do not accept any liability to any Third Party/ies unless we have, in the form of a reliance letter, or collateral warranty, expressly accepted that we owe a duty of care to such Third Party/ies;
- In whatever the form provided, must not be passed for information, or for any other purpose, to any third party without our prior written consent, which consent will not be unreasonably withheld or delayed.

26. Unless specifically instructed otherwise, we will not inspect parts of a building that are inaccessible or concealed and will not be able to report upon their condition. If we observe evidence to suggest that concealed parts of the structure and fabric might be defective, we will advise you accordingly immediately after our inspection and make recommendations for further investigations.

Asbestos

27. 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 23 and 24 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.

28. We shall not be liable for:

- 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;
- Death, injury, illness or disease whether physical or mental;



- Physical impairment or damage to any ecological system;
- Consequential indirect, economic or financial loss;
- 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

29. We operate a Complaints Handling Procedure and maintain a complaints log in accordance with RICS requirements. The procedure has three stages:

29.1 The director responsible for the commission will attempt to resolve the complaint;

29.2 If the director is unable to resolve the matter the Technical Director will investigate, consider and respond.

29.3 If the complaint cannot be resolved, referrals to an independent third party with the authority to award redress.

30. A copy of the procedure is available upon request.

Data Protection Act 1998 ("the Act")

31. 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 or as required by law.

32. Your name and contact details will be placed on our marketing 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 marketing database please inform our marketing department (email: marketing@watts.co.uk) which will arrange for your details to be removed from our database.

Insurance Mediation Activities

33. This company is not authorised by the Financial Services Authority. However, we are included on the register maintained by the Financial Services Authority so that we can carry out insurance mediation activity which is broadly advising on, selling, and administration of insurance contracts. This part of our business, including arrangements for complaints or redress if something goes wrong, is regulated by the Royal Institution of Chartered Surveyors (RICS). The register can be accessed via the Financial Services Authority website: www.fsa.gov.uk/register.

Foreign Currency Transactions

34. Where we enter into foreign currency commitments or transactions on your behalf, we are entitled to recover from you any bank charges and any exchange rate losses suffered by us in handling these transactions.

Copyright

35. 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

36. We regard the promotion of health, safety and welfare measures as an essential objective and so all reasonably practicable measures are taken to minimise risk to our employees or anyone else who may be affected by our operations.

37. 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.

38. 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.

Jurisdiction and Disputes

39. These Terms and Conditions and our appointments are governed by English law.

40. Any dispute arising from or under these Terms and Conditions 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 on behalf of the Vice President or President for the time being of the Royal Institution of Chartered Surveyors.



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