

RIVERMEAD COURT

LICENCE TO ALTER

An Introduction to Processes & Procedures

All Rivermead Court flats are held under Leasehold title granted by the Freeholder, **Rivermead Court Limited ("RCL")**. Together with its Managing Agents, **Faraday Property Management Limited**, acting as Building Surveyors ("**Faraday**") and its Pipework Consultant, **JRM Associates ("JRM")**, RCL has developed procedures for the reviewing of applications for Licences to make alterations to the Leaseholders property and for monitoring the works. These procedures can be complex so this note is intended as a brief introductory guide to help you understand the steps involved, the documentation required and the fees payable.

The note is not intended as a guide as to what work may require a licence from RCL. More detailed information will be found in the Checklist for Proposed Alterations (available from Faraday), in the Guidelines and Regulations issued to you when you first became a resident at Rivermead Court and in your Lease Agreement. If you have any doubt in this regard please contact Faraday for advice.

1. **The Nature of the Anticipated Works:**

The procedures to be followed in applying for a Licence to make alterations depend, in the first instance, on whether the works are considered "Major" works, "Minor" works or mere redecoration and maintenance works, which may not require a Licence.

2. **What are Considered Major Works:**

Major Works would include:

- 2.1 Any works that will entail reconfiguration of the internal layout of the flat, including any change in the use of any of the bathrooms, lavatories, kitchen or laundry of the flat;
- 2.2 Any works that may entail work on the load-bearing walls or on chimneys or flues (Note: Works to load-bearing walls are not permitted, but see 3 below);
- 2.3 Any works that involve the removal of the 'lobby' area by the rear access door leading to the external staircase in the lightwells.
- 2.4 Any works that entail alteration of floors, except in conjunction with pipework upgrades and futureproofing (see 4.4 below).

3. **Load-Bearing Walls:**

To assist in your assessment of whether your anticipated works will entail work on load-bearing walls, Faraday will, on request, provide you with a sample sketch plan showing the load-bearing walls in a flat of your 'type'. This is for general guidance only. None of RCL, Faraday or JRM accept any responsibility for the accuracy or completeness of these plans which are for your general orientation. It is ultimately your responsibility to familiarise yourself with the location of all load-bearing walls and seek professional assistance in the form of a Structural Engineer, if required.

It will not be permitted under any circumstances to make new doorways or openings in any load-bearing walls. In appropriate cases some less intrusive work may be done on load-bearing walls, but no work of any kind may be done on load-bearing walls without express written permission, and Faraday may insist on your obtaining a Structural Engineer's report before approving any such works.

4. What are considered Minor Works:

Minor Works would include:

- 4.1 Works that do not entail changes to the layout of the flat or to the use of any of the rooms referred to in 2.1 above;
- 4.2 Bathroom and Kitchen refurbishment;
- 4.3 Installation of hardwood/engineered wood flooring.
- 4.4 Pipework upgrades and futureproofing work, including the installation of an HIU.
- 4.5 Installation of double glazed windows to replace existing single glazed timber sash or replacement of Crittall windows.

5. Types of Licences:

Major works require a comprehensive Licence to Alter agreement that will be entered into between RCL and the Leaseholder. Minor works are authorised by way of a Licence Letter issued to the Leaseholder. Both are arranged by Faraday on RCL's behalf.

The Licence to Alter agreement and the Licence Letter will set out the terms and conditions for the grant of the Licence.

6. The Licensing Procedure and Fees:

- 6.1 If you are contemplating alterations, even if the work you are planning may not need a licence (for example, if you are merely redecorating), but you anticipate that contractors will come on to the estate to do the work, you should inform both Faraday and the Estate Manager ("EM") by email or letter giving a brief description of the proposed works and an indication of the budget. If the works entail work on plumbing or hot water systems, you should in addition inform JRM.

Faraday and JRM will use the information provided to determine whether a Licence is needed and, if so, whether the works will be classified as Major or Minor works.

(Note: Informing the EM is to enable the EM to ensure observance by the contractors of the Estate's rules on noise, working times, use of lifts, non-smoking, cleanliness of the Common Parts etc. The EM will not be involved in the management of the building project which is handled between you and your contractor(s). Failure to observe the Estate's rules may result in temporary or definitive closure of the work site without any compensation or liability on the part of the EM, RCL or Faraday).

- 6.2 Faraday will:

- 6.2.1 issue an invoice in respect of their non-refundable administration fee, which will be £1,500.00 in the case of Major Works and £750.00 for Minor Works;

- 6.2.2 in the case of Major Works, Issue a request for a combined security deposit and dilapidations charge, which will be a percentage the value of the works. Subject to no direct damage having been caused to the Common Parts, up to 90% of this amount – the security deposit - will be refunded on completion. The remaining 10% - the dilapidations charge - will be retained by RCL to compensate for the additional wear and tear on the Estate's infrastructure that inevitably results from a major building project.

- 6.2.3 where the services of JRM have been engaged, inform you of JRM's charges.

- 6.3 In addition, Faraday will provide you with a copy of the Checklist for Proposed Alterations that sets out guidelines for working at Rivermead Court, a copy of the Licence for Alteration Process Checklist, as well as a note of Instructions to be given by you to your Contractors. The latter note explains the rules regarding such matters as site access, working hours, noise control, rubbish removal and other important points that your Contractors must observe and adhere to when on site.
- 6.4 Faraday will arrange a meeting with your Contractor and you to explain the rules applicable to contractors working on site and to ensure that you and your Contractor fully understand your respective responsibilities with regard to these rules and the management of the project.
- 6.5 You will be asked to provide a variety of documents relating to the planned works, including a detailed description of the works (referred to as a Schedule of Works), accompanied by existing and proposed layout plans, a contract programme with anticipated start and completion dates and details of your appointed Contractor, including details of their public liability insurance;
- 6.6 In the case of Major works, you will also be required to provide, prior to commencing with any works, Schedule of Condition reports in respect of the flats above, below and adjacent to your flat as well as for any relevant Common Part areas. These reports are intended to provide an evidential base to assist in the resolution of any subsequent claims relating to damage caused by your works;
- 6.7 Subject to your providing the information and documentation required and settling all invoices, a Licence for Alterations or a Licence Letter will be issued.

7. Monitoring of Progress:

Once work has started, Faraday will carry out periodic inspections (typically every four weeks) with a view to ensuring that the work is being done in accordance with the Licence and approved plans.

Please note that Faraday are not responsible for checking the quality of your Contractors' workmanship. It is your responsibility (or that of your architect/interior designer) to ensure that the work is of a proper workmanlike standard and meets with the requirements of Building Control.

Due to the nature of building works and the disruption they cause to other Residents, RCL is concerned that works should be carried out in a timely manner. Where works are falling significantly behind programme, Faraday may call on you to require your appointed Contractor to increase their pace of work. Contractors who repeatedly fail to adhere to agreed timings may be denied the right to work on future Rivermead Court projects (see the note in 6.1 above).

8. Noise:

Experience has shown that the noise of building works is a major cause of unhappiness and complaint. You are asked to be as sensitive as possible to the concerns of neighbours. One of the steps you must take before starting Major works will be to write a neighbourly letter to all the flats that share a lightwell with your flat, giving advance notice of the work that you will be undertaking. This should be done a minimum of **7 days** prior to any work commencing.

In addition, if a prolonged period of noisy work becomes necessary at any time, you must circulate a subsequent letter giving at least **48 hours'** notice on each such occasion.

Please note that the use of jackhammers is prohibited.

9. **Final Inspection & Completion:**

On completion, you will be asked to supply a variety of documents including, as appropriate, a copy of the Contractor's NICEIC electrical certificate, gas safety certificate, certificates from Building Control (if necessary), "as-built" plans of the flat as altered and plans showing all pipework, drainage and mechanical extraction routes and locations of valves. You will also be asked to review with affected parties the Schedule of Condition reports with a view to establishing the extent of damage (if any) caused by your works. (Note: It is expected either that leaseholders of adjoining flats will sign off the Schedule of Condition report applicable to them or, if collateral damage has been done to other (non-adjoining) properties or to the Common Parts, the licensee will make arrangements to indemnify any affected parties). Any remedial work that is required is to be agreed between Leaseholders or their appointed professional.

When Faraday and JRM have undertaken a final inspection and issued their final reports and all completion documents provided, the security deposit will be returned, less any agreed deductions.

Rivermead Court Estates Committee

October 2022