

**The Manor Fields Estate Limited**

**Carrying out works to your flat: Notes for leaseholders**

The Manor Fields lease includes restrictions on making alterations to flats. Although most of these restrictions are 'absolute', the company will normally give consent (also called a Licence to Alter) as long as the structural integrity of the building is not affected and steps are taken to ensure that works are carried out so as to minimise the impact on your neighbours.

These notes deal only with cases where consent is required. Works for which consent is **not** required include:

* general works of decoration;
* removing kitchen and bathroom fittings and relocating and installing new ones as long as this does not involve moving any of the walls of those rooms and/or involve any change to/relocation of service media;
* building or removing fitted shelving, cupboards etc. (but changes involving the original built in cupboard(s) in the hall would require consent);
* replacing service media on a like-for-like basis.

There are, nevertheless, a number of provisions of your lease, including as to noise, hours of work and the removal of rubbish with which you must comply, even if consent is not needed. The *Notes for contractors* will also be relevant. If replacement of service media may disturb asbestos, please see the note on asbestos on page 4.

If you have any queries, please contact the Estate Manager before any work starts.

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**Works for which consent is required**

***Changes to the footprint:*** Any change to the footprint of a flat needs a Licence to Alter: taking down walls and/or building new ones, removing the original hall/bedroom cupboard(s), blocking up existing doorways or creating new ones, and similar.

***Changes to ceilings and floors:*** Lowering ceiling levels requires consent. Consent will not be given to lower a ceiling below the window line. If you are installing new flooring in kitchens or bathrooms consent is not required, but please note that such works must **not** extend to nor damage the concrete floor slab (this slab is not within the leaseholder's ownership). Any drilling (or similar) may damage the ceiling of the flat below (or fittings and items in it) and you would be responsible for any damage.

If you wish to have wooden flooring in any part of your flat, please refer to*: Wooden flooring: Notes for leaseholders.* This is available on the website or from the Estate Office. But please note that wooden flooring is not encouraged at Manor Fields.

***Changes to service media (including pipes and wires):*** The lease states the following: "No[*t*] without the written consent of the lessor [*to*] make any alteration in any of the conducting media serving the demised premises [*that is, the flat*] in such a way as to make possible any increase in the number of appliances for the use of gas water or electricity over the number of such appliances which can at the date [*of the lease*] be used with the existing conducting media".

The purpose of this restriction is to regulate changes to service media at a flat which would increase the burden on service media generally so as to protect other leaseholders and residents from adverse impact of changes or additions to service media wanted by any individual leaseholder. The company operates this restriction in accordance with that purpose and:

* Consent is not required to replace existing service media on a like-for-like basis.
* Consent is required to add additional service media, which may increase the burden on common service media.
* Consent is required to change the routes of service media so that they will connect at different or additional points with the common service media.

In addition, you must not alter any service media outside the flat (unless they serve only your flat) nor install any new service media outside the flat. (If you think either of these may be necessary, please refer to the Estate Manager).

Regardless of whether consent is needed for changes to service media, it remains the leaseholder's responsibility to ensure that works are carried out by suitable contractors, with proper care and in accordance with relevant legislation. Defective plumbing almost always leads to damage which might affect the building and/or your neighbours and render you liable; defective gas or electrics are dangerous.

***General points:*** The most common changes leaseholders wish to make are reconfigurations of bathroom(s)/lavatories/airing cupboard(s), removing or reinstating the wall between the living and dining rooms and, in the larger flats, reconfigurations of the kitchen and adjacent service/utility rooms. A Licence to Alter is needed for any of these changes.

If alterations have been made to your flat in the past, a Licence to Alter will be needed if you wish to make further changes or if you wish to restore the original layout.

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**Procedure**

If you wish to carry out works for which consent is or may be required please let the Estate Office have the information on the form at the end of these notes and enclose with that form:

* A plan which shows the current floor plan marked to show changes you intend to make (many leaseholders use the floor plan included with the estate agent’s particulars obtained when they bought the flat for this purpose).
* A copy of the contractor’s liability insurance policy schedule showing cover of at least £2 million.

The Estate Manager will let you know if a Licence to Alter is required.

If it is, the company will instruct its surveyor to inspect your flat, report back to the company, and normally take a record of the condition of the flat(s) below yours and the front and back staircases. You are responsible for liaising with your neighbours and the surveyor to arrange access to your flat and (if needed) to the flat below.

If the surveyor is satisfied that the proposed works will not impact the structural integrity of the building, he will produce a report for the company which will include plans and any specific matters which you/your contractors must address.

A copy of the report (and any record of condition) will be given to you and if you wish to proceed, the company will instruct its solicitors to produce a Licence to Alter. This will incorporate the plans and any record of condition produced by the surveyor and will set out the general obligations with which you will have to comply and any specific matters specified by the surveyor.

The Licence to Alter is entered into by the leaseholder and the company. Work must not be started until the Licence to Alter has been entered into.

(If you are carrying out works for which consent is not needed as well as works for which it is, you may carry out the former before the Licence to Alter has been entered into, but please factor in the time it will take for the relevant documentation to be produced, finalised and signed when discussing timings with your contractors: there may be a gap between finishing works for which consent is not needed and starting works for which consent is needed).

You will need to notify the Estate Manager as soon as the works are finished and the company's surveyor will inspect to ensure that they have been carried out as set out in the Licence to Alter.

You are responsible for the costs of the company's surveyor and its solicitors which must be paid before the Licence to Alter is entered into. The surveyor’s costs will vary according to the extent of the proposed works and location of your flat. The company’s solicitors’ costs will also be on the assumption that the Licence to Alter is straightforward and proceeds smoothly.

Please bear in mind the time needed for the surveyor to produce his report and for the Licence to Alter to be prepared and entered into when considering timings with your contractors.

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**The Licence to Alter**

The Licence to Alter will include obligations on the leaseholder:

* To carry out the works in a way which causes as little noise and disturbance to neighbours as is reasonably practical.
* To pay for the making good of any damage to the building or to any other flat on the building (or its contents) resulting from the works.
* To ensure that the contractor(s) follow the regulations in the *Notes to contractors* (a copy of which is available from the Estate Office and is on the website).
* To finish the works within three months (or six months for more extensive works).

Some licences may include additional obligations according to the nature of the particular works. A security deposit may sometimes be required.

All works at your flat must be carried out only between 9am and 5pm from Monday to Friday (excluding bank holidays). An extra hour at the end of the day is allowed for contractors to clear up. No work of any kind should be carried out outside these hours or at weekends or bank holidays. If emergency work needs to be done outside permitted hours, please speak to the Estate Office.

Contractors’ vehicles are not allowed on the estate after 6pm on weekdays or at any time on weekends and Bank Holidays.

Contractors and workmen must not be allowed to live in the flat during the works.

It will be expected that, if you are not living in the flat while the works are being done, you will either be contactable locally or you will have appointed someone locally who will have day-to-day responsibility on your behalf for the contractor(s).

You are responsible for removing all building rubbish and rubble, old carpets and other items which result from the works. The porters are not responsible for such items. Do not leave any items in hallways, entrances, roadways or other parts of the estate. The estate's compactors must not be used to dispose of such items. Information is on the website about Wandsworth Council's collection service for household waste.

The lifts must not be used to remove such items (nor to take heavy materials to a flat). Suitable protective coverings must be used to protect carpets in the entrances, halls and stairways.

You are responsible for cleaning up any area of the common parts at the end of each day. You may be charged for any additional cleaning that needs to be done.

Any damage to entrances, halls and stairways (or other parts of the estate) caused by removing such rubbish etc. is your responsibility and the costs of repairing such damage must be paid without delay.

Some flats at Manor Fields may have asbestos. If works disturb the asbestos, it will have to be removed by a licensed contractor and in accordance with the Control of Asbestos Regulations 2012. Asbestos must be removed through the rear stairwells. Air clearance certificates must be obtained for the rear stairwell (and in relevant cases, the front riser cupboard and hallway). These certificates must be given to the Estate Office.

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**Consideration for your neighbours**

Most leaseholders who carry out works to their flat are respectful of their neighbours, keep within the regulations and (as a matter of courtesy) keep their neighbours informed. Regrettably, a few do not. Where complaints are received from neighbours which result from a failure to keep within the regulations, or where works are carried out otherwise than in accordance with your lease and any Licence to Alter, any resulting estate management (and/or legal or surveyor’s) costs will be charged to you.

As mentioned, you must ensure that all works are carried out causing as little noise and disturbance to your neighbours as is reasonably practical. Please bear in mind that your neighbours may be at home all day, even if you are not.

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**Request for Licence to Alter**

**To The Manor Fields Estate Limited**

I/We propose to carry out works at flat No …..., ……………………………………………….. House Manor Fields, SW15 …….

*Please give full postcode*.

**Leaseholder details**

Leaseholder(s): .......................................................................................................................................

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*Please give full names. If there is more than one leaseholder, please give all names in full*

Contact details of the leaseholder(s) (or person with day-to-day responsibility for the contractors/workmen, if different)) throughout the duration of the works.

Address: ….………………………………………………………………………………………………………………………………….........

.……………………………………………………………………………………………………………………………………………………………

*This address must be in the UK*

Telephone: ............................................................................................................................................

Email: ....................................................................................................................................................

Contact details of the leaseholder(s) after the works have been finished

Address: ………………………………………………………………………………………………………………………..………….........

.…………………………………………………………………………………………………………………………………………………………

Telephone: ............................................................................................................................................

Email: ....................................................................................................................................................

I/We understand that notification of these contact details shall not change or override the registered address I/we have given to the company for the purposes of any shareholding in the company or for any other purposes connected with my/our ownership of the flat (and, where relevant, any garage and/or any other flat or garage on the Manor Fields estate).

**The works**

Brief description of the proposed works: ..............................................................................................

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Plan showing the works attached: Yes / No

Name of the proposed contractor: .....................................................................................................

I /We attach a copy of the policy schedule for the contractor’s liability insurance policy.

*This should be for at least £2 million and cover the full period during which the works will be carried out.*

I/ We do/do not intend to lift any of the floorboards at the flat whilst carrying out the works (or any associated works).

Estimated start date …………………………………………………………………………………..………………………………………

*This should normally be at least one month from the date you return this form to the Estate Office.*

Estimated finish date: ………………………………………………………………………………………………………………………..

The flat is / is not sublet and I /we do / do not intend to sublet it after the works are finished.

I/We understand that I am/we are responsible for the cost of the Company’s surveyor and solicitors in connection with the Licence to Alter.

Signed.......................................................................................................................................................

Print name ………………..………………………………………………………………...........................................................

Signed.......................................................................................................................................................

Print name ………………………………………………………………………………...........................................................

*If there is more than one leaseholder, then all should sign.*

Date.............................................................