**The Manor Fields Estate Limited**

**Wooden flooring: Notes for leaseholders**

Wooden floors are not encouraged at Manor Fields. The Manor Fields lease requires the leaseholder to "cover the floors (including parquet and hardwood floors if required) of the Flat with carpets (or their equivalent on the domestic offices) and place felt thereunder that will effectively deaden the sound ...".

Nevertheless, the company will, for the present, normally grant consent (also called a Floor Licence) not to cover floors with carpets and underlay but only on the following basis:

* if the estate receives complaint(s) from other leaseholder(s)/resident(s) in the building about noise/disturbance arising from the lack of carpet and underlay, the licence will come to an end and carpet and underlay must be laid down. In this context, please note that your lease goes on to state that "*if the Lessor shall grant permission for parquet or hardwood flooring to be affixed to any floor of the Flat the Lessor shall not be deemed thereby to have impliedly waived*" the obligation to cover the floors with carpets;
* where a new wooden floor is installed, it must be placed on top of suitable, high quality, sound deadening underlay so as to minimise noise;
* if you sell your flat, your buyer must enter into a replacement Floor Licence.

The purpose of a Floor Licence is to seek to minimise noise and disturbance to your neighbours and to provide a mechanism for suitable remedial action to be taken if your neighbours are disturbed. It is a fact of life that different neighbours will have different perceptions of, and tolerance for, noise and that their perceptions and tolerance may change over time. Neighbours' perceptions of noise will also be affected by how you use your flat.

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The terms of the Floor Licence 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 in 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 two months of the date of the licence.

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.

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.

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.

In some cases, a record of the condition of a flat below yours will be needed (you may wish to arrange one of your own in any event).

Please note that should it be necessary to lift the wooden flooring to investigate and/or repair/replace any service media below the floor (for example, leaking water pipes) the Company is not responsible for any damage to the flooring nor for costs which may result.

Floor Licences are handled for the company by its solicitors, and you will be responsible for their costs in connection with the Licence (and any surveyor’s costs should a record of condition be needed).

If you wish to have wooden flooring in any rooms other than in the kitchen, bathroom or lavatories, please give the information on the form following these notes to the Estate Office and supply a plan showing which rooms are to be covered by the Floor Licence.

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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 Floor Licence, 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 consent for wooden flooring**

**To The Manor Fields Estate Limited**

I/We wish to have wooden flooring at Flat ............, …………………................................... House, Manor Fields, SW15 …….

*Please give full postcode*.

**Leaseholder details**

Name(s) of Leaseholder (s)……………………………………………………….…………………………………………………………………….

.........................................................................................................................................................................

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

Contact details of the leaseholder(s) (or of the person who will have day-to-day responsibility for the contractors/workmen (if different)) while the works are being carried out.

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

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

*This address must be in the UK*

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 flooring and the contractor**

The wooden flooring would be on the floors of the following rooms:

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

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

I/We attach a plan of the flat showing these rooms hatched in black.

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

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

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

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

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

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

I/We understand that if the estate receives complaint(s) from other leaseholder(s)/resident(s) in the Building as to the noise/disturbance arising from the use of the wooden floors, the licence will come to an end and carpets and underlay must be laid down.

I/we also understand that any licence will be for me/us only and that (unless it has been terminated following complaint) if we sell the flat my/our buyer will have to enter into a replacement licence.

I/We understand that I/we are responsible for the costs of the Company’s solicitors and surveyor in connection with the floor licence.

I am/am not / We are/are not taking a record of condition of the downstairs flat.

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

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

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

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

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

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