

PARTY WALL AGREEMENT

Location: _____ Parties: _____

Party A Information:

Full Name: _____

Address: _____

Contact Details: _____

Party B Information:

Full Name: _____

Address: _____

Contact Details: _____

Property Information:

Address of the Property: _____

Description of the Party Wall: _____

Purpose of the Agreement:

This Agreement is made between Party A and Party B, collectively referred to as the 'Parties', for the purpose of managing rights and obligations related to the Party Wall situated on or adjacent to the property described above. The Parties agree to comply with the provisions of the Party Wall Act 1996 and other relevant UK laws governing such walls.

Clause 1 – Definitions

In this Agreement, 'Party Wall' means a wall or structure that stands on the land of two or more owners and forms part of a building or separates buildings belonging to different owners.

Clause 2 – Consent and Notification

Party A agrees to notify Party B in writing of any intended works affecting the Party Wall in accordance with the Party Wall Act 1996. Party B shall respond within the statutory period and may consent, dissent, or request a surveyor.

Clause 3 – Surveyors and Awards

If the Parties cannot agree on the works or their conditions, each shall appoint a surveyor, or jointly appoint a single surveyor, to prepare an Award determining the rights and responsibilities related to the Party Wall.

Clause 4 – Scope of Works

The works covered by this Agreement include but are not limited to: repair, maintenance, alteration, demolition, and construction affecting the Party Wall.

Clause 5 – Access Rights

Party A is granted reasonable access to Party B's property for the purpose of carrying out the agreed works, subject to prior notice and reasonable timing.

Clause 6 – Indemnity and Liability

Party A shall indemnify Party B against any loss, damage, or injury caused by the works, except where caused by Party B's negligence or default.

Clause 7 – Damage and Repairs

Any damage caused to Party B's property as a result of the works shall be repaired promptly at Party A's expense to a condition equivalent to or better than before the works.

Clause 8 – Insurance

Party A shall maintain appropriate insurance covering the works, including third-party liability insurance.

Clause 9 – Dispute Resolution

Any disputes arising under or in connection with this Agreement shall be resolved in the first instance by negotiation, and failing that, by mediation or arbitration in accordance with UK law.

Clause 10 – Compliance with Law

The Parties shall ensure that all works comply with applicable laws, regulations, and building codes.

Clause 11 – Duration and Termination

This Agreement shall remain in force until completion of the works and any remedial actions. Termination shall be in writing.

Clause 12 – Notices

All notices under this Agreement shall be in writing and delivered by hand, post, or electronic mail to addresses provided by the Parties.

Clause 13 – Entire Agreement

This Agreement constitutes the entire agreement between the Parties in respect of the Party Wall and supersedes all prior agreements.

Clause 14 – Amendments

Any amendments to this Agreement must be made in writing and signed by both Parties.

Clause 15 – Severability

If any provision is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force.

Clause 16 – Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Parties submit to the exclusive jurisdiction of the English courts.

Clause 17 – Signatures

The Parties acknowledge that they have read, understood, and voluntarily accepted the terms of this Agreement.

PARTY A SIGNATURE

PARTY B SIGNATURE

Signature: _____

Signature: _____

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