

**MyBuild MyWay – Party Wall Notice & Agreement Template**  
**Issued Under the Party Wall etc. Act 1996**

### 1. Parties

- **Building Owner (the person carrying out the works):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

- **Adjoining Owner (neighbour affected by works):**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact: \_\_\_\_\_

### 2. Nature of the Works

The Building Owner hereby gives formal notice under the Party Wall etc. Act 1996 of their intention to carry out works which may affect the party wall or party structure situated between the above properties.

#### Description of proposed works (tick or complete as appropriate):

- Construction of a new wall on the boundary line
- Cutting into / away from a party wall to insert steel beams, joists, or other supports
- Raising, thickening, or underpinning of the party wall
- Demolition and rebuilding of an existing party wall or boundary structure
- Excavation for foundations within 3–6 metres of Adjoining Owner's property
- Other works (please specify): \_\_\_\_\_

**Proposed start date:** \_\_\_\_\_

(Please note that the Act requires a minimum notice period of 2 months for party structure works and 1 month for excavation or line of junction works.)

### 3. Rights of the Building Owner

This notice is served in accordance with the Party Wall etc. Act 1996, which grants the Building Owner the legal right to:

- Undertake works affecting the party wall/structure, subject to compliance with the Act.
- Enter the Adjoining Owner's land if necessary for the execution of the works, provided reasonable notice is given.
- Protect and support the Adjoining Owner's structure during the works.

### 4. Rights of the Adjoining Owner

The Adjoining Owner is entitled to:

- Consent to the works.
- Dissent to the works and require the appointment of a Party Wall Surveyor to safeguard their interests.
- Appoint their own surveyor at the Building Owner's expense (if dissent is issued).
- Require a Schedule of Condition (photographic/recorded survey of the existing condition of their property prior to works).
- Have any damage caused by the works repaired at the Building Owner's expense.

### 5. Access & Working Hours

The Building Owner agrees that:

- Access to the Adjoining Owner's land will only be sought when strictly necessary and with at least 14 days' notice.
- Works will be carried out during reasonable working hours (Mon–Fri, 8:00am–6:00pm; Sat 8:00am–1:00pm; no works on Sundays or Bank Holidays).
- The site will be kept tidy, and all reasonable steps will be taken to minimise dust, noise, and disruption.

## 6. Liability & Indemnity

The Building Owner undertakes to:

- Make good any damage caused by the works, at their own expense.
- Indemnify the Adjoining Owner against any loss or claim arising directly from the works.
- Ensure all contractors comply with relevant Health & Safety, Building Control, and planning requirements.

## 7. Dispute Resolution

If the Adjoining Owner does not consent to the works, or if a dispute arises, both parties shall either:

- Agree to the appointment of a single Agreed Surveyor, OR
- Each appoint their own Party Wall Surveyor, who will then jointly select a Third Surveyor if required.

All surveyor costs shall be borne by the Building Owner unless otherwise directed by the Award.

## 8. Response Form

**Please complete and return within 14 days of receipt.**

- I consent to the works as described above.
- I do not consent and require the appointment of a Party Wall Surveyor.
- I require further information before deciding.

Signed (Adjoining Owner): \_\_\_\_\_

Date: \_\_\_\_\_

## 9. Acknowledgement by Building Owner

Signed (Building Owner): \_\_\_\_\_

Date: \_\_\_\_\_

## 10. Notes for Guidance

- This notice is issued in compliance with the Party Wall etc. Act 1996.
- Failure to respond within 14 days will be deemed as dissent, and a surveyor will need to be appointed.
- The Act exists to protect both owners and ensure fairness in the execution of building works.