

Making alterations to your property

Under most leases a Leaseholder is required to obtain consent before making any alterations It's a simple process, which is also known as an application for a Licence to Alter.

If you are unsure whether you actually need a licence to undertake the works you are planning then send a statement detailing what you want to do, to your dedicated email address which will be *consent@morelandestate.co.uk*.

With this information we can help to determine whether your alterations require a Licence to Alter.

Even if your alterations are not structural you will be in breach of your lease if you do not obtain a Licence to Alter when needed. You are likely to incur additional costs for applying for a retrospective licence and there is no guarantee that one will be forthcoming so please ask before carrying out any work.

We recommend that no costs should be incurred until you have clarified the situation. You may experience difficulties in selling your property if you have made unregulated changes to the demise of your property.

This pack includes the necessary information and a draft licence for your convenience. If you establish that your requirements do require a Licence to Alter please complete the draft Licence Form and send it back to us:

Moreland Estate Property Management
5 Sentinel Square
Hendon
London
NW4 2EL

Important Note:

Where the lease provides that consent is required to undertake alterations, failure to comply is a serious breach that may ultimately cause the lease to be forfeited.

REQUIREMENTS:

Please note it is for the Freeholder/Management Company to determine whether any proposed alterations require consent/licence.

- a) A scale plan which will become the new LEASE PLAN showing the new demise layout scale to be 1:50 or 1:100 drawings (4 copies.).
- b) A scale plan in the same scale as above showing the existing layout
- c) Scale drawings showing proposed alterations to any external elevation(s)
- d) A statement detailing proposed works
- e) For structural alterations Engineer's calculations detailing lintels/structural support to be provided where walls are to be removed/part removed together with your Engineer's calculations to prove that no undue stress will be caused to the remaining building. Where new waste arrangements are proposed, details/calculations in respect of alterations to the drainage/waste arrangements to prove that no overloading of the drainage system will occur.
- f) A copy of the planning consent to the alterations –(i.e. where a new structure or conservatory is proposed or if 1 flat is being merged with another.)
- g) A copy of the building regulations consent to any structural alterations.
- h) Surveyors Pre works determination – this is a desk based determination whereby a Building Engineer / Building Surveyor to confirm that the works require a structural assessment or ruling that works as whole will not adversely affect the structure of the building. The fees for stage 1 are: £150 + Vat (£180.00). Cheques should be made payable to Moreland Estate Property Management Ltd
- i) Professional fees. The landlord/managing agents will have the right to appoint whichever professionals in the opinion are required to advise on the proposed works and may well require interim inspections to approve the works. These costs will be determined in a case by case basis and will be borne by the lessee.
- j) As part of the duty to manage asbestos where works involve cutting into the surface of any existing structure to comply with our legal duty to manage asbestos in the building we will need to have sight of an asbestos audit for the property prior to granting Licence for the works. This must be carried by a suitably qualified professional who holds an

asbestos inspection qualification and will assess the risk factors in disturbing any asbestos containing materials. If the survey identifies the presence of any asbestos we will need details of the contractor who must be licenced to dispose of asbestos containing materials. Asbestos containing materials must be logged into a risk register and regrettably this duty is not escapable and buildings insurance will be invalidated if statute is not complied with.

- k) It may be that some works will require a CDM co-ordinator in which case we will require a CDM report.

Subject to receiving the necessary information our internal process will be as follows:

1. Structural Assessment - if required Building Surveyor / Building Engineers inspection / tracing all load bearing walls or mapping external wall openings through the entire building to enable an impact assessment of the loading and load transfer impact of your proposals. This may be desk based where we have lease / design plans of all units otherwise your co-operation to organize access with neighbours will be necessary. Fees are based on our hourly rate of £150 per hour. (Surveyors / engineers fees not included.)
2. Legal fees for preparing the Licence to Alter. Our fees for stage 3 are: £150 + Vat (£180.00)
3. Inspection Fees - Where works are 'structural' a final inspection is always required. Depending on the risk of the works to other parts of the building it may be a requirement of the Licence that temporary works are inspected and/or other inspections during the course are made to ensure works are effected safely so as not to prejudice the integrity of the remainder of the building. This allows for inspection during the construction phase for the project and allows ensuring that structural supports necessary are actually installed. Our fees for stage 4 are at our hourly rate of £150 per hour.

Enclosed is a Draft Licence to Alter, which you may wish to pass to your Legal Advisors.

Please note

1. No works are to be undertaken until formal consent is granted.
2. Consent will not be granted whilst there is any existing breach of the lease, i.e. service charge arrears.
3. The Freeholder or Management Company reserves the right to appoint any professional advisors it considers appropriate to advise or supervise the alterations. Any fees arising from such appointments are to be reimbursed by the applicant.

LICENCE TO ALTER

PARTICULARS

Date of Licence :

The Landlord :
whose registered office is situated at:

The Tenant :
whose registered office is situated at:

The Lease :

Date :

Parties : (1) (original landlord)
: (2) (original tenant)

The Demised :
Premises

The Property :

Term :

The Alterations :

The Managing Agent :

DEFINITIONS

1. For the purposes of this Licence:

1.1 "The Alterations" means the alterations which the Tenant wishes to carry out to the premises demised by the Lease a brief description of which are set out in the Particulars and which are further described in the Specification and in the Plans annexed hereto

1.3 "The Landlord" means the landlord named in the Particulars and the term includes the persons for the time being entitled in reversion immediately expectant on the term granted by the Lease.

1.4 "The Particulars" means the Schedule of Licence particulars and details annexed at the beginning of the Licence.

1.5 "The Specification and Plans" means respectively the Specification and the Plans mentioned in the Particulars.

1.6 The term "the Tenant" means the tenant named in the Particulars and where the tenant is one person or more than one person or a firm or company or any combination thereof the relevant term includes his its or their respective successors in title and where the Tenant is a firm or more than one person or Company or any combination thereof all the covenants and conditions on the part of the Tenant herein contained shall be deemed to be both joint and several.

1.7 "The Necessary consents" means all consents permissions and approvals which are required by statute or statutory or local regulations and bye-laws or by any other appropriate body or person (including any Superior Lessor) for the carrying out of the Works.

1.8 "CDM Regulations" means the Construction (Design and Management) Regulations 1994.

1.9 "Health and Safety File" any Health and Safety file maintained pursuant to the CDM Regulations.

RECITALS

2.1 This Licence is supplemental to the Lease.

2.2 The Landlord is entitled to the reversion immediately expectant on the termination of the Lease.

2.3 The unexpired residue of the term of years granted by the Lease is vested in the Tenant subject to the rents reserved by and the covenants and conditions contained in the Lease.

2.4 The Lease contains restrictions on alterations.

2.5 The Tenant wishes to carry out the Alterations in or upon the premises demised by the Lease.

2.6 The Landlord has agreed to grant Licence for the Alterations upon the terms hereinbefore contained.

LICENCE PROVISIONS

3 The Landlord grants to the tenant Licence to carry out the Alterations upon the terms and subject to the covenants and conditions contained in this Licence.

4 The Tenant covenants with the Lessor as follows:

4.1 At the Tenants own expense:

(a) to obtain all necessary permits, planning, bye-laws, building regulations and other permissions and consents which are or may be necessary for the Alterations to be carried out.

(b) to give full particulars of the alterations to the insurers of the premises demised by the Lease and to pay to the Landlord any additional premiums which the insurers may require.

4.2 To carry out and complete the Alterations at the Tenant's own expense:

(a) in a substantial sound and workmanlike manner with good quality materials.

(b) To carry out the Works and to complete the same within three months from the date hereof with first class new materials and in a substantial and workmanlike manner to the satisfaction of the Surveyor/Architect or other professional appointed by the Lessor/Managing Agents.

(c) To give notice in writing to the Lessors Managing Agents not less than ten working days prior to the commencement of the works and Confirm completion of the Works to the Lessors Managing Agents within five working days.

(d) fully in compliance with the Specification (if any) and all relevant statutes planning permissions bye-laws, building regulations and any other necessary consents and in accordance with the requirements of all relevant authorities.

(e) to the reasonable satisfaction of the Managing Agent.

(f) in accordance with the terms of the Lease.

4.3 This if the provisions of the CDM Regulations apply to the Works:

(a) The works shall be carried out in accordance in all respects with the CDM Regulations.

(b) The Lessee hereby acknowledges and declares that it is acting as the client in respect of the Works for the purpose of the CDM Regulations and further agrees and undertakes:

(c) That the Health & Safety Executive will be notified of the Works in accordance with the CDM Regulations, including (without limitation) notice that the Lessee is the client in respect of the Works.

(d) To supply to the Lessor or its managing agent a copy of such notice.

(e) To maintain and update the Health and Safety File as necessary whenever any further works are carried out by or on behalf of the Lessee or any undertenant at the premises and in any event forthwith upon being reasonably required to do so by the Lessor from time to time.

(f) To make available at its own cost the Health and Safety File for inspection from time to time by the Lessor and those authorised by it and to supply to the Lessor a copy of the Health and Safety File, together (at the Lessee's cost) with such additional copies as the Lessor shall from time to time request.

(g) At the expiry or sooner determination of the term created by the Lease to deliver the Health and Safety File to the Lessor and to deliver the same to any assignee of the Lease on completion of an assignment.

4.4 To take all proper and sufficient precautions during the progress of the Alterations so as:

(a) to cause as little inconvenience and disturbance as possible (whether by noise dust vibration or otherwise) to the occupiers of adjoining or neighbouring premises; and

(b) so as not at any time to damage or to render unsafe the structure of the premises demised by the Lease any buildings or any adjoining premises and any plant or machinery therein and forthwith to make good any damage occasioned.

(c) To ensure that no building works only take place between the hours and days stipulated in your lease.

(d) To ensure that the contractors do not bring onto the property any radio or other equipment for the reproduction of recorded music.

(e) to repair to the satisfaction of the Managing Agent any damage caused to the Property as a result of the undertaking of the Alterations to the Premises and to ensure on the completion of the Alterations to the Premises the property is left clean and tidy of all dust, rubbish, paint marks or other items in so far as these shall have been caused by the alterations.

4.5 Fully and effectually to indemnify the Landlord and the Managing Agent from and against liability in respect of all loss damage actions proceedings claims demands costs injury damages and expenses of whatsoever nature:

4.5.1 arising out of or in relation to the Alterations or this Licence or any non-observance of its terms and

4.5.2 resulting from any failure to comply with any statute or bye-law or other similar requirement relating to the Alterations

4.5.3 and so that this indemnity shall extend to any injury damage or loss arising as a result of the

carrying out of the Alterations or the state or condition of the premises

4.6 To pay and satisfy and charge levy and tax that may be imposed as a result of the Alterations under any Act of Parliament bye-laws or regulations whether on the Landlord or on the Tenant and fully and effectually to indemnify the Landlord and the Managing Agent from and against any liability in respect of the same.

4.6a To pay on signing of this licence a deposit to be held by the Managing Agents against dilapidation to the communal areas of £2,500 such sum to be returned less any deductions on completion of the works

4.7 To pay the following:-

(i) on the execution of this Licence the reasonable fees of the Managing Agent in the sum of £ and expenses and disbursements (plus Value Added Tax) in respect of and incidental to the approval of the Alterations including the specification (if any) and the supervision of the carrying out of the Alterations

(ii) all costs fees and disbursements incurred by the Lessor in connection with this licence and which may be incurred pursuant to this Licence including the reasonable fees and expenses of the said Surveyor/ Architect or other Professional employed in connection with the approval of the Plans and Specifications and the approval and supervision of the carrying out of the Works and any works of reinstatement.

4.8 At the expiration or sooner determination of the Term unless released in writing from compliance with this stipulation by the Lessor at its own cost to reinstate and make good the Premises and to restore the same to the same plan and design as at the date hereof and to the satisfaction of the Architect or Surveyor for the time being appointed by the Lessor and as if the works had not been carried out.

4.9 To pay to the Landlord any increase or extra premium payable for the insurance of the premises against the risks referred to in the Lease in consequence of the carrying out of the Alterations.

4.9.1 To place public liability and all appropriate third party insurance cover for a sum of not less than £2,000,000 in respect of any risk which may arise as a result of the exercise of the rights granted by this Licence and to produce to the Lessor on demand sufficient evidence of the placing of such cover and of its terms.

5.1 The carrying out of the Alterations is subject to all rights of the owners and/or occupiers of adjoining neighbouring or surrounding properties and the Tenant shall obtain all necessary consents (if any) from such persons if so required

5.2 All the covenants on the part of the tenant and conditions contained in the Lease which are now applicable to the demised premises shall continue to be applicable to the same and shall extend to the alterations.

5.3 The Licence herein contained is restricted to the particular alterations hereby authorised and nothing hereby shall be construed as constituting the Landlords covenant other than for the alterations hereby expressly permitted.

5.4 The proviso for re-entry on breach or non-observance in the Lease shall be read and construed henceforth as including a reference to the covenants herein contained

UNLESS expressly stated nothing in the Licence will create any rights in favour of any person pursuant to the Contracts (Rights of Third Party) Act 1999.

IN WITNESS the parties hereto have hereunto affixed their hands the day and year first before written

Authorised signatory

In the presence of:-

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Schedule 1 "the Alterations " Description of the works and reference to Annexed plans