

**PORTMAN MANSIONS**

**LONDON W1**

**LANDLORD'S REGULATIONS**

**for**

**ALTERATIONS AND REFURBISHMENT OF INDIVIDUAL FLATS AT PORTMAN  
MANSIONS LONDON W1**

**August 2013**

## 1.0 Introduction

The leases for each of the flats within Portman Mansions prohibits the carrying out of any alterations. The Landlord has an absolute discretion as to whether or not to give consent. If consent is given, it will (amongst other conditions) be given on terms that these regulations must be complied with. **Before any application for consent will be considered, the lessee(s) applying for consent will be required to confirm that they have received a copy of these regulations, read and understood them, and that they will ensure that if consent for the carrying out of works is given, those works will be carried out in accordance with these regulations.**

The primary purpose of these regulations is to set out the general principles to be followed by any lessee(s) who wish(es) to undertake permitted alterations to their flat and to set out common standards of workmanship, materials and manner of working that must be followed.

In every case consent will only be valid if given in writing. Except in the case of minor works, where consent may be given by way of a letter, consent will be given by way of a formal licence for alterations.

A formal licence for alterations will be required for works such as:-

- Adapting, amending or otherwise altering any of the service installations including (but not limited to) hot and cold water services and ventilation or waste drainage systems.
- Altering internal partition layouts.
- Creating new openings in any of the walls.
- Carrying out any works to chimneys or flues or gas fire installations.
- Altering any external joinery.
- Upgrading the electrical supply, rewiring power and lighting circuits or modifying lighting systems.
- Introducing or altering any alarm or detection systems or any telephone or television cable or aerial<sup>1</sup>.
- Fitting new wood strip flooring or other floor surfacing material apart from those permitted by the lease (unless these are the only works being undertaken in which case the consent may be granted by way of a letter licence – see below).
- Installation of comfort cooling/heating systems that are wholly within the demised premises.

A letter licence is job specific and may be used where the intended works comprise only one of the following areas of work within a Flat:-

- Upgrading fitted furniture and fittings to kitchens or bathrooms where this does not require any modification to be made to the existing electrical, plumbing or drainage systems.

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<sup>1</sup> The building is provided with central cable, satellite and terrestrial television receiver systems. Consequently individual satellite dishes are not necessary and will not be permitted.

- Fitting new wood strip flooring.

## 2.0 **Definitions**

In these regulations: -

“Building” means Portman Mansions, Chiltern Street/Porter Street, London, W1.

“Deposit” means the security deposit to be lodged with the Estate Manager prior to the carrying out of any works, being currently: -

- £1,000 for Letter Licence works
- £5,000 for Full Licence works

Please note that the deposit requirements are reviewed periodically and may change. Accordingly, any lessee(s) who wish(es) to apply for consent to carry out works should check with the Estate Manager as to the current Deposit levels before making an application for consent<sup>2</sup>.

“Estate Manager” means the person for the time being employed by the Management Company to act as its estate manager, being currently: -

Mrs Eileen Wynne  
Flat 4W  
Rear of Block 4  
Portman Mansions  
Porter Street  
London W1U 6NS

Tel: 020 7486 3411  
Fax: 020 7486 3496  
e-mail: [estateoffice@portmanmansions.com](mailto:estateoffice@portmanmansions.com)

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<sup>2</sup> Note: the view was that £1,000 was inadequate and should be increased for all but the most minor works.

“Landlord”	means Portman Mansions Residents Company Limited
“Landlord’s Brokers”	means any firm of insurance brokers employed by the Landlord, being currently: - Berkeley Insurance Group, 2 Colton Square, Leicester, LE1 1QH 0116 2614775
“Landlord’s Solicitors”	means any firm of solicitors employed by the Management Company and/or the Landlord to act as their solicitors, being currently: -  Wilson Solicitors LLP Steynings House Fisherton Street Salisbury Wiltshire SP2 7RJ  Attn: Dominic Ogden Tel: 01722 427754 (switchboard 412412) Fax: 01722 427613 e-mail: dominic.ogden@wilsonslaw.com
“Landlord's Surveyor”	means anyone employed by the Management Company and/or the Landlord to act as their surveyor, being currently:  John Lee of John W. Lee Associates Chartered Structural Engineers Beaumont House Lambton Road London SW20 0LW  Tel: 020 8544 1112 Mob: 07802 987 946 e-mail: jl.jwla@btinternet.com
“Licence Fees”	means the professional and administrative costs of the Landlord and the Management Company, being currently  in the case of a formal licence: -

- Landlord’s Solicitors’ fees: £950 plus VAT;
- Landlord’s Surveyor’s provisional fees: £1250 plus VAT<sup>3</sup>;
- Management Company’s fees: £250;
- Wear and Tear on Common Parts payable to the Management Company £600 ;

or

in the case of a letter licence: -

- Landlord’s Surveyor’s provisional fees: £500 plus VAT<sup>4</sup>
- Management Company’s fees: £150

Any lessee(s) who wish(es) to apply for consent to carry out works should check with the Estate Manager as to the current level of Licence Fees before making an application for consent.

“Licence for Alterations” includes both a formal licence for alterations and an informal, letter, licence.

“Management Company” means Portman Mansions Management Limited.

### **3.0 Scope of regulations**

3.1 These regulations must be observed by the lessee(s) to whom consent is given for the carrying out of any works to a flat. The lessee(s) concerned shall ensure that these regulations are observed by all professional consultants, contractors and sub-contractors employed by the lessee(s) and to the satisfaction of the Landlord’s Surveyor. The decision of the Landlord’s Surveyor as to whether or not these regulations have been complied with shall be final and binding as to all questions of fact.

3.2 Any reference in these regulations to lessee(s) shall be construed as reference not just to the lessee(s) to whom consent for carrying out works is given but also to whoever succeeds them as the owner of the lease of the relevant flat.

### **4.0 Application for consent**

<sup>3</sup> This fee allows for up to five site visits. If more than five site visits are required then the fee for each such additional visit shall be £125 plus VAT. For further details see section 11 below.

<sup>4</sup> This fee allows for up to three site visits. If more than three site visits are required then the fee for each such additional visit shall be £125 plus VAT. For further details see section 11 below.

- 4.1 All applications for a full Licence for Alterations should be forwarded to **The Management Company** allowing a minimum of **one month prior** to the anticipated commencement of work for the consultation process with the Landlord's Surveyor, together with cheques for the Licence Fees and deposit (see Clauses 11.0 & 12.0) made payable as follows:-

A cheque in the sum of £5,850.00 payable to Portman Mansions Management Limited to cover the deposit, the wear and tear on the common parts and the Management Company fee. Plus a cheque in the sum of £2,640.00 payable to Wilsons Solicitors LLP to cover the Landlord's Solicitors' fees and the Landlord's Surveyor's provisional fees.

Applications for a minor works Letter Licence shall be made to **The Management Company** together with a written description of the works to be undertaken and a cheque in the sum of £1,150 for the deposit plus the Management Company's fee together with a cheque in the sum of £600.00 for the Licence fee (see Clauses 11.0 & 12.0) made payable to the Landlord's Surveyor.

- 4.2 The application should be accompanied by:

- (a) One set of the existing and proposed plans, elevations and sections as appropriate, to a scale of not less than 1:50; together with specifications for the works and comprehensive details of any plant and equipment they are proposing to install. Details of the proposed floor finishes for each room of the Flat should also be noted on the drawings. If there is an intermediate lease then a further complete set of all of these documents will need to be provided in order that the Landlord can pass on details of the proposed works to the intermediate lessee(s). See further in section 6 below.
- (β) A copy of the builder's insurance policy, if available at this time, and any additional policies of insurance which may be required (as detailed in section 7).
- (χ) The builder's programme of works, again if available (please note that any works extending this programme may incur additional fees for extra inspection visits by the Landlord's Surveyor).
- (e) Details of all relevant contact addresses and telephone numbers, including a 24-hour emergency contact number<sup>5</sup>.

## 5.0 Scope of works

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<sup>5</sup> The Estate Manager must be notified immediately of any change to these details – see section 18 below.

- 5.1 Following receipt of the application for a Licence for Alterations, the Landlord's Surveyor shall meet with the tenant or his designer to discuss the proposals and agree in principle the scope of the works and confirm the form of Licence required.
- 5.2 Where it is intended to alter or adapt the structure of the building, design calculations, constructional drawings, and details must be supplied and these must be prepared by suitably professionally qualified person(s).
- 5.3 No approval will be given for any work that would affect the external front elevations of the building.
- 5.4 Permission will not be granted for any works which will require any modification to be made to the entry phone or aerial systems as part of any consent under a Licence for Alterations. If the Landlord is willing to agree to any modification to these systems then its approval will be given on condition that the modifications are carried out by specialist contractors nominated by the Landlord (this will normally be the contractor employed by the Landlord to maintain the relevant system(s)) and that the lessee(s) meet the full cost of any such modifications.
- 5.4 It is unlikely that approval will normally be given for any scheme involving the formation of new, or the relocation of existing, kitchens or bathrooms/shower rooms where this would mean that the new rooms would be located over a bedroom or living room of the flat beneath. Where, in exceptional circumstances approval is given, both noise reduction and tanking membranes shall be installed over the whole floor area.
- 5.5 Applicants are reminded that their proposals should not contravene the requirements of their Lease and that any approvals given by the Landlord's Surveyor shall not supersede the terms of any Lease.

## **6.0 Approval of proposed works**

- 6.1 Following receipt of an application complying with the requirements of section 4 above, the Landlord's Surveyor shall consider the information package submitted and, providing it meets with his approval at the end of the consultation process, he shall recommend to the Landlord and the Management Company that a Licence for Alterations be granted. At this stage 5 sets of the approved drawings and specifications shall be forwarded to the Management Company for processing by the Landlord's Solicitors.
- 6.2 If the applicant(s) is/are (an) under lessee(s) then it will not be enough for the proposed works to be approved by the Landlord and the Management Company. The application will also need to be approved by any intermediate lessee(s). Accordingly, unless details of the proposed works have already been provided to the intermediate lessee, the Landlord's Surveyor will pass on details of the proposed works to the intermediate lessee(s) and if he gives any recommendation to the Landlord and the Management Company to grant a Licence for Alterations this will *not* imply that the consent or approval of the intermediate lessee(s) has, or will be, given. The Landlord and the Management Company are unlikely to have any control over the decision of any intermediate lessee.

6.3 Where consent is given for the carrying out of any works those works must be carried out in accordance with the approved plans and specifications. Any changes to the proposed works must be referred to the Landlord's Surveyor and can only be carried out if first approved by the Landlord's Surveyor.

## **7.0 Insurance**

7.1 The Landlord's Brokers are to be advised of the proposed works in order that the building's insurance policy which is maintained by the Management Company will not be prejudiced. Additional, special, insurance cover for losses resulting from collapse, subsidence, heave, vibration and weakening or removal of support must be taken out where works of a structural nature are involved. This cover under the JCT 1980 and 1986 Regulations (standard form of contract) is known as 21.2.1 cover. Other forms of contract have provisions for similar cover. The terms of such cover must be submitted to the Landlord's Surveyor for approval.

7.2 The Landlord's Brokers shall be provided with written evidence, which must be to their satisfaction, that the insurance cover held by all contractors and sub contractors working in the building is sufficient. This shall not in any event provide cover of less than £5,000,000 in respect of public and products liability.

7.3 The Landlord's Brokers shall notify the lessee(s) or contractor if any additional cover is required and any such additional cover must be approved by the Landlord's Brokers.

7.4 Any fee charged by the Landlord's Brokers shall be for the account of the lessee(s).

7.4 **No works, whether they be major or minor, will be allowed to commence before satisfactory insurance cover is approved and in place.**

## **8.0 Statutory consents**

8.1 The lessee(s) shall be responsible for obtaining planning permission, Building Regulations approval and any other necessary statutory consents required for the lawful carrying out of the proposed works. It will be a condition of the Licence for Alterations that copies of the appropriate consents must be provided to the Landlord's Surveyor for prior approval.

8.2 It should be noted (for the avoidance of doubt) that it will be necessary to obtain Building Regulation approval from Westminster District Surveyors Services for all structural alterations and for modifications or additions to the drainage system.

## **9.0 Statutory requirements**

9.1 Works are to be carried out in accordance with all current legislation in force for the time being, including the Building Regulations, the Construction (Design and

Management) Regulations 2007 (which regulate, amongst other things, the design and require the contractor to notify the Health & Safety Executive of any relevant work), the Control of Pollution Act 1974, the Control of Substances Hazardous to Health 1989 Regulations, the Environmental Protection Act 1990, The Regulatory Reform (Fire Safety) Order 2005, The Health & Safety at Work Act 1974, The Party Wall etc. Act 1996 and all other byelaws and statutory enactments (including any which amend or replace any current statutes or statutory instruments).

- 9.2 There are specific requirements in respect of works relating to various works, such as works to electrical appliances (see paragraph 26 below) and gas appliances. Any works relating to gas appliances must be carried out only by GAS SAFE registered installers who must provide completion certificates covering all work undertaken. A copy of the installer's registration details shall be submitted to the Landlord's Surveyor prior to commencing any work to gas appliances.
- 9.3 **Where works of demolition are to be undertaken the lessee shall arrange for an Asbestos Survey to be carried out within the flat and a copy of the report shall be included in the Licence submission.**
- 9.4 All electrical work is to be undertaken by suitably qualified electricians, fully in accordance with the requirements of the electrical supply authority and the current Wiring Regulations issued by the Institution of Electrical Engineers. A copy of a satisfactory test certificate is to be provided to the Landlord's Surveyor upon completion of the electrical works.

## **10.0 Party Wall etc. Act 1996**

- 10.1 Where appropriate the requirements of the Party Wall etc. Act 1996 shall be complied with and, where applicable, it will be a condition of any Licence for Alterations that the Landlord's Surveyor is provided with a copy of any consent or Award in relation to the works.
- 10.2 **In any event, any lessee(s) applying for a Licence for Alterations shall prepare a schedule of condition of each adjoining flat prior to any works commencing and shall provide a copy of it to the Landlord's Surveyor and to all adjoining owners. The schedule will be checked after the works have been completed and any damage occasioned by the works shall be made good at the expense of the lessee(s) carrying out the works.**

## **11.0 Costs**

- 11.1 The lessee(s) will be responsible for payment of all fees charged by the Landlord and the Management Company and for all fees incurred by them – which will include the fees of the Landlord's Solicitors and the Landlord's Surveyor and the fees of any specialist who may be called upon to assist in considering whether to give approval to the proposals, and the terms of that approval, whether or not the approval is actually given and/or the work actually proceeds.
- 11.2 The Landlord's Solicitor's fees are for preparing a formal Licence for Alterations. The Landlord's Surveyor's fees are for considering the proposed works, recommending whether approval should be given, meeting on site to assess the proposed works and (if consent is granted and the works go ahead) visiting the site to inspect the works as appropriate and for processing all technical correspondence. The Landlord's Surveyor's initial fee which must be paid when the application is made, allows for 5 site visits to inspect the works (see section 2 above). However, should further visits be necessary to meet the programme for the works, each additional visit will be charged at £125 plus VAT.
- 11.3 Payment on account for the Licence Fees will be required before the Landlord's Surveyor will commence any consideration of the proposed works. Should the application be withdrawn or should approval of the proposed works not be given prior to the Landlord's Solicitors being instructed to prepare a Licence for Alterations then any advance payment of the Landlord's Solicitors' fees will be refunded. Similarly, the Landlord's Surveyor's fees for inspection visits shall be refunded. Receipted invoices will be issued for any Landlord's Solicitors' fees and Landlord's Surveyor's fees once paid.
- 11.4 Where a Letter Licence is required, the Landlord's Surveyor's fee of £500 + VAT includes the costs of preparing the Letter Licence and inspecting the works three times (see section 2 above). Should any further visits be required they will be charged at £125.00 + VAT per visit. The Management Company charges an administration fee of £150.00

## **12.0 Deposits**

12.1 As a condition of the Licence, a building bond should be deposited with **The Management Company** upon submission of any application according to the schedule below.

The deposit shall be either: -

£1,000 for Letter Licence works

£5,000 for Full Licence works

**The deposit shall not be taken as limiting the liability of the Lessee in anyway whatsoever.**

12.2 **Deposits shall be returned upon satisfactory completion of the work, including the making good of any damage caused by the contractor in the common areas of the building, and handing over to the Landlord's Surveyor "As Built" information, workmanship certificates and the Certificate of Completion issued by Westminster District Surveyors Services or an Approved Inspector.**

12.3 **Deposits shall be forfeit in the event of any damage being caused to the common parts of the building or to any adjoining flat and that damage not being made good.**

**Deposits shall also be forfeit in the event of the lessee being in breach of their Licence and shall remain forfeit until such time that the breach is rectified to the satisfaction of the Landlord's Surveyor.**

12.4 Any time the Landlord and/or the Management Company appoint(s) any contractor to undertake remedial work in respect of any damage caused by, or defective workmanship of, the contractor(s) employed by the lessee(s), the contractor's costs will be deducted from the deposit but, if it is insufficient to cover all of those costs, then the lessee(s) will be liable to pay the balance.

## **13.0 Commencement**

13.1 **No works shall commence on site prior to the Landlord's Surveyor recommending that a Licence for Alterations be granted, the Landlord endorses the approval, the Landlord's Brokers approve the contractor's insurances and the Licence for Alterations is signed.** During the consultation process, and at the discretion of the Landlord's Surveyor, the lessee will be allowed to undertake investigation works as

may be required by an Engineer in order that he may complete his design for the proposed alterations. The Engineer shall provide a detailed proposal for his investigation works for approval by the Landlord's Surveyor prior to any investigations commencing. **No other works will be allowed during this period.**

- 13.2 When the Licence for Alterations has been completed, the lessee(s) or his agent must notify the Landlord's Surveyor and the Estate Manager of the intended start date for the works so that arrangements for inspections of the works and notifications to the porters can be made.
- 13.3 Unless the Licence for Alterations provides otherwise, the approved works must be commenced within one month, and completed within 3 months, of the date of completion of the Licence for Alterations. In any event, once they have commenced, the works must be progressed diligently and in accordance with the agreed programme. The Landlord's Surveyor is to be notified of any amendments to the agreed programme, and any extension of the contract period must provide for the works to be completed within a reasonable period.
- 13.4 The approved works are to be carried out in accordance with the plans and specifications approved. Any changes to the licensed works are to be referred to the Landlord's Surveyor for his approval before the amended work is commenced. 5 copies of the amended drawings and specifications shall be submitted to the Management Company so that an Addendum to the Licence for Alterations may be prepared. The reasonable fees for preparing the Addendum shall be paid by the Lessee.

#### **14.0 Identification of site personnel**

- 14.1 All contractors' personnel and professional consultants working within the building must report initially each day to the Estate Manager or porter located at the reception desk in the Estate office.
- 14.2 Access to the building will only be permitted to persons authorised by lessee(s).
- 14.3 Contractor's operatives and all other persons employed on the site shall wear identification at all times in the form of a badge or identity card indicating their name and the name of the contractor.

#### **15.0 Permitted hours of work**

- 15.1 Work may only be carried out between the hours of 8.00am and 5.00pm Monday to Friday. No work is permitted outside of these hours and no work is permitted at any time on a Saturday, a Sunday or a Bank Holiday.
- 15.2 Any noisy work – i.e. work that is likely to be audible outside the flat and/or which is likely to give rise to vibration etc. through the structure – must be undertaken in accordance with a programme agreed with the Landlord's Surveyor. In any event such

work shall only be undertaken between the hours of 9.30 a.m. and 4.30 p.m. Monday to Friday.

**16.0 Sign boards**

No contractor's or consultant's signboards are to be erected upon the building.

**17.0 Radios**

The playing of radios or recorded music is not permitted.

**18.0 Contact details**

The Estate Manager must be informed immediately of any change to the contact information provided by the lessee(s).

**19.0 Right of access**

19.1 The Landlord's Surveyor shall have the right of access to the site of the works at all reasonable times, together with access to all site drawings and details, in order to carry out periodic progress inspections. These inspections shall be made throughout the construction period, as often as the Landlord's Surveyor considers it necessary.

19.2 Notwithstanding the previous paragraph, the lessee(s) or their advisors shall in any event notify the Landlord's Surveyor at least 3 working days before the occurrence of each of the following:-

- (a) The completion of the initial "strip out" and preparation of the premises.
- (b) The date when all new structural walls and/or steel, concrete or timber members are in position before being encased, plastered or otherwise covered over.
- (c) The date when tanking membranes have been installed before any tiling operations commence.
- (d) The date of completion of all the works.

**20.0 Removal of debris and old materials and making good damage**

20.1 Prior to any works of demolition being carried out the contractor shall provide the Landlord's Surveyor with a method statement for undertaking these works safely without shock or damage to the building. Where appropriate, the statement shall include details of all temporary support works and, if new structural elements are to be installed, the means of transferring loads from the temporary supports to the new structural element.

20.2 Any stripping out of partitions or fittings shall be carried out in such a way as to eliminate any nuisance, injury or damage to adjoining occupants or premises. The lessee(s) shall, at all times, ensure that all regulations issued by the Landlord or the Management Company in relation to noise control shall be complied with.

- 20.3 Before any pockets or openings are formed in any of the existing walls, the contractor must ensure that no flues or ducts are located nearby.
- 20.4 All material to be removed from the site shall be properly bagged before being carried through the common areas. Lifts are not to be used by the contractor either for the removal of debris or for the delivery of materials. Where appropriate, the common areas shall be adequately protected by the proper use of screens and all common areas are to be kept clean and free from dust. When not in use, and particularly at the end of each working day, the temporary screens and protection are to be removed.
- 20.5 Any damage caused by the contractor outside the area of the lessee's flat shall be made good immediately with materials matching those existing to the satisfaction of the Landlord's Surveyor.
- 20.6 No materials, plant or accumulated debris shall be permitted to be stored in any of the common areas of the building.
- 20.7 To assist in the removal of debris and old materials, permission will generally be granted for a scaffold tower to be erected within the light well by an approved scaffolding company in accordance with the current British standards with adequate security measures taken to prevent unauthorised access. Insurance details and certificates of safety are to be provided by the scaffolding contractor and the written approval of the Landlord's Brokers must be obtained prior to the erection of any scaffolding. At the contractor's request the Landlord's Surveyor is authorised to provide details of an approved scaffolding company.
- 20.8 Bagged debris should be stored in the flat where the works are being carried out, one bag high around the perimeter of a room in such a way as to keep the central area of the room clear. All such debris should be removed to a truck or van for disposal, preferably on a daily basis, but at least weekly. The debris should be moved directly from the relevant flat to the disposal vehicle and not stacked in the entrance halls or on the pavement outside the building awaiting arrival of the disposal vehicle. The entrance doors should not be propped open nor left unmanned during rubbish removal. The contractor must take all necessary steps to ensure the safety of all residents and members of the public during rubbish removal operations. In the unlikely event that permission is given to use skips for the removal or disposal of debris, the contractor shall be responsible for obtaining the necessary licences from Westminster City Council and notifying the Estate Manager of the skips' location. The contractor must ensure that all skips are properly filled, and securely covered and lit, at the end of each working day.
- 20.9 Generally, all making good and infilling of existing openings shall be carried out with materials matching those existing, and to the satisfaction of the Landlord's Surveyor.
- 20.10 Any new openings formed in the external walls of the building to accommodate new or modified waste or water pipes etc. are to be reinstated in matching second hand

brickwork correctly cut against the waste or water pipe work, pointed and bonded to match the existing walls in all respects. Large mortar “patches” are not permitted.

## **21.0 Works to Fireplaces & Flues**

- 21.1 If work is proposed to any flue, due notice and warning shall be given to all adjoining occupiers and the contractor must provide temporary protection in an effort to minimise the effects of dust and debris.
- 21.2 Approval will not be granted for the removal of any chimney breast.
- 21.3 The following conditions will apply to any lessee(s) wishing to reuse an existing chimney/flue serving a flat, whether for a gas or solid fuel fire: -
- (a) Any such flue is to be fully tested, inspected and proved to the satisfaction of the Landlord’s Surveyor to be structurally adequate and free of obstruction, modification or any other feature that would prevent its safe use.
  - (b) Any such flue is to be adequately lined in accordance with Building Regulations, by an approved installer.
  - (c) Only smokeless fuel is to be used in any “open” fire in accordance with Westminster Council Regulations.
  - (d) All hearths to be reused as “open” fires are to be modified and provided with the same standard of fire separation/heat reduction as is currently required by Building Regulations.
- 21.4 As already stated (see paragraph 9.2) a Gas Safe registered installer must install all gas fires and provide completion certificates covering their installation.

## **22.0 Works to Kitchens, New Shower and Bathrooms**

- 22.1 All new kitchens, shower rooms and bathrooms shall be tanked prior to applying tiling or other finishes in order to minimise as far as possible any leakage of water into the flat(s) below.
- 22.2 Similarly, tanking shall be incorporated during upgrading existing kitchens and bathrooms.
- Lessees and their designers are advised that the BAL-WP1 Tanking System by Building Adhesives Limited is considered to provide a suitable level of protection and any system adopted must be of equal standard. Details of this product and local stockist(s) can be obtained from the BAL Technical Advisory Service on 01782 591120 or Fax on 01782 591121). Details of the tanking membrane to be used shall be noted on the drawings or provided separately to the Landlord’s Surveyor for approval prior to commencing work.
- 22.3 The tanking membrane shall extend continuously across the floor and be dressed up adjoining walls to a minimum height of 150mm, around enclosing walls to shower trays

to the height of the showerhead, on walls adjacent to baths to a level 450mm above the top of the bath and over a 20mm high threshold set across door openings.

- 22.4 Plasterboard should not be used to form the walls and sides of any shower or bath, such walls and sides should comprise rendered brickwork, water resistant plywood, cement board or other similar materials.
- 22.5 All new baths and shower trays are to be set into walls so as to facilitate a full and proper seal on completion. It is recommended that all sealants around baths and shower cubicles are renewed every two years to minimise the risk of leakage due to a possible breakdown of the sealant.
- 22.6 Access panels and traps for cleaning and maintenance should be provided for all enclosed bath, hand basin and shower installations. Easy bends shall be provided on all drainage runs wherever possible, where 90° bends are unavoidable rodding eyes should be provided for clearing blockages.
- 21.7 Ventilation ducting for Bathrooms and Kitchens shall be routed through the flat to exit into the light wells or to the rear of the building. **Under no circumstances will ventilation ducting be allowed to pass through the common parts of the building. Neither will outlets be permitted within the main red brick elevations of the building without planning permission from Westminster Council.**

### **23.0 External Works**

- 23.1 The Management Company undertakes external redecoration of the building and any making good of the external elevation occasioned by damage during the works permitted by the Licence for Alterations must precisely match the existing.
- 23.2 No alterations will be permitted to existing fenestration on the Red Brick elevations of the building unless the alteration has received planning permission from Westminster Council. Any repairs to these windows must be undertaken to precisely match the existing.  
On the rear elevations the windows may be replaced by UPVC or Powder Coated Aluminium to provide a similar appearance to those existing.
- 23.3 Where repair or replacement of entrance doors to a flat is undertaken, the work to the external face must be finished so as to match the existing.

## 24.0 **Plumbing**

- 24.1 All plumbing works are to be undertaken strictly in accordance with the relevant requirements of the Thames Water Authority and of the current water bylaws.
- 24.2 Drinking water shall be supplied direct from the water authority mains.
- 24.3 Any alteration or addition to the drainage system must be accompanied by confirmation of Building Regulations approval obtained from Westminster City Council. All external connections to existing soil and waste drainage must be undertaken in materials which match the existing (and in this regard it should be noted that all existing soil and waste drainage is self-finished colour black).
- 24.4 Macerator systems for the installation of new WCs shall not be permitted unless it can be demonstrated that in the event of a blockage, or other failure, the equipment is provided with an automatic emergency cut off. In addition, all pipe work carrying pumped waste shall have welded joints or be a continuous pipe, no push fit or compression type fittings will be allowed. Generally, pumped waste water pipe work shall rise from the macerator and pass through the flat at high level to its connection with an external downpipe. Any floor level pumped system shall have secondary protection (e.g. tanking) over its full length to prevent accidental leakage into the flats below. The new plant must not cause any audible noise or perceptible vibration to be transmitted through the structure of the building to adjacent properties.
- 24.5 All new or replacement fittings must be fitted to the existing anti-siphon system. In approving drawings, specific reference will be made to the provision of proper and adequate access for all traps, stop cocks and fittings, details of which shall be provided on the 'as built' drawings.
- 24.6 All contractors should note that the existing hot and cold water systems operate under pressures of up to 10 bar and in every case only high pressure valves and taps are to be installed. **No polypipe installations with push fit connections will be allowed.**
- 24.7 **Flexible connections from copper pipe work to tap fittings will not normally be allowed.** (Experience is showing that in the long term such connections are unable to withstand the high water pressures within the building).  
However, taps are being manufactured with factory installed flexible tails and flexible connectors are being manufactured to withstand high hot and cold water pressures. Where it can be demonstrated that the taps and or connectors are suitable for use in Portman Mansions by means of a manufacture's specification or guarantee that confirms they can operate at pressures of up to 10 Bar and that they have been tested at pressures of up to 16 Bar then these will be allowed. **If no confirmation can be provided that taps with flexible tails or flexible connectors meet these standards then the taps must be fitted to solid copper pipe work.**

24.8 Where it is practical to do so, all existing lead pipe work is to be removed and replaced in copper. No connections shall be made to lead pipe work that is built into the external walls of the building. When removing lead pipe work the contractor should ensure that it is done in accordance with the HSE recommendations for the protection of operatives when handling and removing lead pipe work. Guidelines on “Lead in the work place” issued by The Chartered Institute of Plumbing and Heating Engineering should also be referred to. Care must also be taken by the contractor to ensure the isolation or redundancy of any lead pipe work before it is removed. The contractor shall be held responsible for any damage to adjoining flats caused by his or his sub contractor’s failure to take such care.

24.9 If work is proposed to any duct, due notice and warning shall be given to all adjoining occupiers and the contractor must provide temporary protection in an effort to minimise the effects of dust and debris.

24.10 **All mixer taps and shower controls are to be fitted with non return valves to ensure there is no cross contamination of the hot and cold water supply systems.**

## **25.0 Heating**

25.1 Permission will not be given for the installation of additional radiators or towel rails connected to the existing communal central heating and hot water systems. The lessee(s) should install independent electrical, or self-contained gas-fired, central heating systems to provide *all* their heating requirements and any radiator providing central heating from the Landlord’s system will be removed by the landlord at no cost to the lessee. The independent systems are subject to specific approval by the Landlord’s Surveyor. It should be noted that no flue terminals are permitted within the main red brick front elevations of the building.

25.2 The installation of air-conditioning systems will not normally be permitted unless it can be demonstrated that the complete system is installed within the demise of the lessee’s flat. The audible level of noise generated by the installation shall not increase the background noise level as measured 1 metre from the nearest window of the nearest affected flat by more than 2(dBA). The new plant shall not cause any audible noise or perceptible vibration to be transmitted through the structure of the building to adjacent

properties. In addition, a qualified electrician should confirm the adequacy of the incoming electricity mains to withstand the load and any surcharge from the units when activated and all other equipment.

## **26.0 Electrical works**

- 26.1 All electrical work is to be undertaken by suitably qualified electricians, fully in accordance with the requirements of the electrical supply authority and the current wiring regulations and guidelines issued by the Institution of Electrical Engineers. A satisfactory test certificate is to be provided to the Landlord's Surveyor upon completion of the electrical works.
- 26.2 During any works of alteration or refurbishment the electrician should check the existing electrical circuitry for compliance with current regulations. Installations that fail to comply should be upgraded or renewed as appropriate.
- 26.3 A satisfactory test certificate is to be provided to the Landlord's Surveyor upon completion of the electrical works.

## **27.0 Wooden or other hard floor surfaces.**

- 27.1 Wood strip flooring, or other hard floor finishes, should be laid on materials designed to restrict the transmission of airborne noise to the flat below to a minimum of 45dB and impact noise to a maximum of 64dB. *Lessees are reminded of the obligations of their leases with regard to noise and that any Licence for Alterations that is granted will not supersede or overrule their obligations in this respect.* The Landlord reserves the right to invoke the requirements of the lease should any complaint of excessive noise be made. Details of the noise reduction membrane to be used shall be noted on the drawings, or provided separately to the Landlord's Surveyor for approval, and no wood strip flooring, or other hard floor finishes shall be carried out except to the extent they have received the prior approval of the Landlord's Surveyor.
- 27.2 Any lessee(s) proposing to install such floor finishes where no other works are to be undertaken will, if given consent to carry out the intended works, be required to enter into a letter licence prior to the commencement of any works. A draft of the licence can be obtained from The Estate Manager.

## **28.0 Hot work permits**

Contractors undertaking any works in the building that necessitates the use of heating equipment shall inform the Landlord's Surveyor and obtain any hot work permit as required by him for each occasion and location where the hot works occur.

## **29.0 Temporary Services**

All contractors should ensure that any temporary water and electricity supplies required are provided by the flat lessee(s) from inside their flat. Under no circumstances will

contractors be permitted to utilise power supplies from the common areas of the building.

**30.0 Miscellaneous Matters**

- 30.1 The Landlord's Surveyor reserves the right to modify and extend the scope of these regulations to suit the specific proposals of any lessee(s). Where there is any conflict between these regulations and the Licence for Alterations then the provisions of the Licence for Alterations shall prevail.
- 30.2 The granting of approval by the Landlord, the Management Company or the Landlord's Surveyor is given without any liability regarding the design of the proposed works and should not be construed as absolving the lessee(s) from their obligations to ensure that the proposed works are correctly designed, executed and completed in compliance with all statutory and other legal obligations.
- 30.3 Any approval granted to permit works of alteration shall not supersede the terms of the relevant lease(s), nor shall it absolve the lessee(s) from their duty to obtain all appropriate approvals.
- 30.4 Upon the breach of any of these Guidelines the Landlord and/or the Management Company will have the right to issue a notice of default to the lessee(s) and should they fail to take the requisite remedial action required by the notice the Landlord and/or the Management may revoke any approval granted to carry out works.