



INFORMATION PACK AND GUIDELINES
FOR CONSENT FOR ALTERATIONS AND REFURBISHMENT

QUEEN'S CLUB GARDENS LONDON, W14

INFORMATION PACK AND GUIDELINES

**FOR LESSEES APPLYING TO CARRY OUT
ALTERATIONS/REFURBISHMENT WORK
TO FLATS AT**

QUEEN'S CLUB GARDENS, LONDON, W14

BUILDING SURVEYORS

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INTRODUCTION

- 1.1 In this information Pack, the following expressions shall have the following meanings:
- 1.2 **Landlord** – Queen’s Club Gardens Ltd, c/o The Estate Office, 5 Zenobia Mansions, Queen’s Club Gardens, London W14 9TD.
- 1.3 **Landlord’s Surveyor** - Faraday Property Management Ltd, Fourth Floor, 20 Red Lion Street, Holborn, London, WC1R 4PS.
- 1.4 **Landlord’s Managing Agent** – Rendall and Rittner, C/O QCG Estate Office, as above.
- 1.5 **Estate Office** - 5 Zenobia Mansions, Queen’s Club Gardens, London W14 9TD.
- 1.6 **Lessee** – The leasehold owner of the flat.
- 1.7 **Applicant** – The party applying for permission to carry out alterations to a flat, whether a leasehold owner, or a potential purchaser of the leasehold interest.
- 1.8 **QCG** – Queen’s Club Gardens.
- 1.9 **QCGL** – Queen’s Club Gardens Ltd.
- 1.10 **FPM** – Faraday Property Management Ltd.
- 1.11 **Contractor** – The contractor selected by the lessee to carry out the work, subject to approval by Faraday of their public liability insurances.
- 1.12 **Landlord’s Specialists** – Any consultants retained by QCGL to advise them on the proposals.
- 1.13 Faraday Property Management Limited (FPM) is retained as Building Surveyors by the Landlord, Queen’s Club Gardens Ltd (QCGL). In addition to protecting the interests of our client and the fabric of the buildings, the landlord wishes to look after your interests as the Lessee of the property in question, as well as safeguard the welfare of your neighbours. To support and protect all that may be affected by alterations and/or refurbishment work in flats, specific rules and regulations have been prepared and you are expected to strictly adhere to these. Where we are able to assist in the smooth progress of your proposed work, we will provide guidance and support.



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- 1.14 The flat leases for Queen’s Club Gardens (QCG) contain covenants whereby each Lessee wishing to carry out work to their individual flat must apply for consent. If there is any uncertainty whether consent for the proposed work is required, then a statement detailing the proposed work must be submitted to the QCG Estate Office.

Upon receipt of this information, the Estate Office will express a preliminary opinion as to whether formal application for consent is necessary. **A preliminary opinion will never constitute an actual consent, nor will it obviate the need to obtain a Licence for Alterations.**

1.15 **Works generally fall into one of these two categories:**

- 1.16 **Cosmetic work** such as internal redecoration, general non-obtrusive DIY works, changing internal doors, draught-stripping of windows, replacement of existing fittings such as kitchen and bathroom fitments in the same location, a new carpet, installation of a hard floor finish in an existing bathroom or kitchen, or replacing a boiler or vent in the same location.

- 1.17 **Alterations** includes work not covered in the above. For example, proposed changes to the configuration of an apartment which may include structural alterations and major refurbishment work, installation of hard floor finishes in main rooms or the hallway, removal or relocation of a boiler, new door openings, changing windows, etc. (This is not an exhaustive list).

- 1.18 The QCG Estate Office should be consulted during the early planning stages. The lessee should complete the attached questionnaire and forward it to the Estate Office. Please note if the proposals are considered to be more than general cosmetic work, the application may be referred to FPM, for a professional opinion. Please note Faraday will determine whether any proposed alterations and/or extensive refurbishment work requires formal consent from QCGL.

- 1.19 Even if the alterations are identified as non-structural, the Lessee will be in breach of their Lease if the proposals are affected by Planning Law or constitute a change in the internal layout or configuration of the apartment. The Lessee will experience difficulties in selling the apartment in future if Landlord’s consent is not obtained.

1.20 This **Information Pack** deals in the main with:

- (a) the procedure to be adopted in obtaining necessary consents, and*
- (b) the manner in which, within the broad framework referred to, a Lessee may carry out work, **whether or not** such work requires consent.*

1.21 **This information pack should be read in conjunction with the separate 'Contractors Working Regulations' document, which is primarily for your contractor's reference. Please obtain a copy from the website/Estate Office.**

1.22 It is to be noted that Consent will **not** normally be given for:

- i) any works which will change the external appearance of the property.*
- ii) any scheme which includes the installation of a kitchen, bathroom or shower room over a bedroom or living room of the flat immediately below (referred to as alterations to the room positioning or room stacking of the flat).*
- iii) pumps for water supplies or wastes.*
- iv) installation of a roof access hatch in the ceiling of a top floor flat.*
- v) air-conditioning equipment.*

1.23 The Landlord may not consent to the installation of additional bathrooms. In the event consent is granted, it will only be given if such installations can be achieved without imposing any unacceptable strain on the existing plumbing or waste systems and the Lessee should not assume that consent to such installations will be given or if given, will not be subject to stringent conditions. The giving of such consent is entirely within the Landlord's absolute and unfettered discretion, in order to protect the common interests of all Lessees at QCG.

1.24 Any works involving alterations to the heating, hot water, plumbing or waste systems, or to the electrical or gas supply to them, also require prior written consent.

1.25 Any external windows and doors which are repaired or renewed must exactly match the original 19th century fenestration in all respects, including material. In addition, QCG have obtained a Planning Permission from London Borough of Hammersmith and Fulham, dated 4th November 2013, reference 2012/01184/FUL, with respect to the replacement of single glazed, timber sash



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window and balcony door units to new double-glazed, timber window units, but still subject to the usual Licence for Alterations approval process. Due to the time that has elapsed, you are advised to contact the Planning Department at the London Borough of Hammersmith and Fulham to check the conditions of approval would still be valid and ensure compliance with any current legislation. Lessees must provide scaled drawings of proposed double-glazed windows and doors for review by Faraday, to ensure the proposals match the design, style and materials (timber) of the original 19th century windows and doors. A few windows and balcony doors on the Estate have been changed in the distant past using inappropriate materials such as UPVC or aluminium, which has resulted in a change to the external appearance, and which would not receive approval now.

- 1.26 Draught-stripping of windows may be carried out without a Licence for Alterations but must be referred first to the Estate Office.

APPLICATIONS FOR CONSENT

- 1.27 The specific technical requirements for obtaining such consent are set out below. Documents required must be submitted to Faraday Property Management. Contact details can be obtained from the Estate Office.
- 1.28 Consent is usually granted by means of a Letter Licence for Alterations, prepared by Faraday, on behalf of the Landlord, following full technical review by Faraday and consideration by the QCGL, following which approval or otherwise will be granted. On occasion, QCGL may elect to approach their Solicitors to prepare the Licence for Alterations.
- 1.29 There may be a need to involve other specialists in the approval process.
- 1.30 Upon receipt of the signed Licence for Alterations, you are required to give a minimum of seven days' notice of the date of commencement of the works and will advise Faraday and the Estate Office with seven days' notice of anticipated completion.

FEES

- 1.31 Upon receiving your application, a Form of Undertaking will be sent to you for Faraday's fees and the conditions associated with the consideration of the proposed alteration or refurbishment work.
- 1.32 The minimum fee for the assessment of the proposals is currently £720.00 plus VAT, to assess and advise on the application. This fee is on the basis of maximum four hours of Faraday Surveyors' time in connection with the matter and is the minimum fee payable. Most alterations proposals incur administration fees greater than this minimum. Further inspections or involvement at key junctures may be chargeable. Faraday's fees will be assessed on an individual basis, as it will

depend on the extent of the proposed work and the anticipated duration. Upon receiving your application, Faraday will advise you of their initial fee following their assessment. Should additional visits or extensive correspondence be necessary, additional fees will be charged at £180.00/hour. (Fees are reviewed annually on 1st January).

- 1.33 In the event the proposed alterations are considered to be major internal alterations/reconfiguration works or are such that further specialist technical advice is required, including from an electrical consultant, acoustic consultant, etc., then you will be required to be responsible for the Landlord's own appointed specialists' fees for a report and assessment of the scheme.
- 1.34 In the event a solicitor's Licence is required you will also be responsible for their reasonable fees for the preparation of the Licence.

FARADAY'S REQUIREMENTS FOR SUBMITTED DOCUMENTS

General Requirements

- 1.35 As stated above any building works must be notified in writing to the Estate Office and also to Faraday, if requested to do so, detailing the type of work proposed. **If a Licence to Alter is deemed necessary, the following information must be provided:**
- 1.36 A set of professionally prepared technical drawings complying in all respects with the requirements of this section, including as a minimum, an existing plan and a proposed plan, to 1:50 scale. Such drawings must, in any event comprise:
- i. Drawings showing the flat in its existing condition, showing all existing sanitary fittings, kitchen fittings, radiators and all other water-using apparatus, and*
 - ii. Drawings on which all proposed work is shown in sufficient detail to make clear the full extent of the proposed works and in particular showing by means of both line and colour any proposed demolition, and showing by means of both line and colour **different from demolition colouring** all proposed new or repositioned partitions, sanitary and other fittings, radiators and all other water using or other apparatus, together with proposed waste pipe routes, and showing the external waste pipes to which they are proposed to be connected.*
- 1.37 Drawings and specifications must show floor finishes proposed other than carpet and also show details of proposed acoustic soundproofing. **(NB: All Lessees are reminded that floors, other than kitchen and bathroom floors, must be fully fitted with carpet and underlay). The Landlord may consent to the**

laying of floor finishes other than carpet on such terms as it may in its absolute discretion decide.

- 1.38 Any proposal for substituting carpet and underlay with "hard" flooring (e.g. wood, tiles or marble tiles) must be carried out on the basis of installing one of the QCG-approved acoustic insulation products, referred to in the QCG Acoustic Consultant **Bickerdike Allen Partners LLP's** report of 14th October 2024 (Ref: A11617_01_RP001_3.0) which can be found on the QCGL website (<https://www.queensclubgardens.co.uk>). These have been carefully considered and reviewed by Bickerdike Allen, with acoustic test reviews carried out and consequently, proposed alternatives to the listed products will not be approved by QCGL, without a "before and after" acoustic test, with all associated costs to be borne by the Leaseholder. (Refer to section 7.0 within the report).
- 1.39 In addition, in the event of a reasonable complaint being upheld by the Landlord or their acoustic advisors, again in their absolute discretion, that there is airborne and/or impact noise which is intrusive to occupants of adjoining flats (either above, below or to the side) as a result of the substituted flooring, then notwithstanding any consent given, the Lessee will, within 28 days of receiving written notice, be required to arrange for full carpeting on good quality underlay to be laid to all relevant flooring areas in accordance with the requirements of the Lease and to the satisfaction of Faraday and QCGL. Nothing in this clause shall be deemed to be a variation of the Lease and the terms shall be binding upon any successor flat owner.
- 1.40 You must show all room designations on both the existing and proposed plans.
- 1.41 The drawings must be drawn to scale, not less than 1:50.
- 1.42 The drawing must be numbered, dated, and any revisions clearly identified.

Specification

- 1.43 The drawings submitted must be accompanied by a separate detailed specification or schedule of work, to support the plans.

Drainage and Sanitary Fittings

- 1.44 All new sanitary fittings, water using appliances and radiators must be shown in their proposed positions. For the avoidance of doubt, this includes WCs, baths, bidets, showers, basins, vanity units, sinks, sink units, washing machines, dishwashers, radiators and heated towel rails.
- 1.45 The position of the waste pipes to which the above new sanitary fittings are to be connected must be shown with the position and size of the waste runs connecting to them and to the external waste downpipes.

Structural

- 1.46 When new lintels are to be inserted in walls to span new door openings, these must be noted together with their size and length of bearing.
- 1.47 Larger than normal baths (which may only be proposed in substitution for and not in addition to any existing baths) are to have their total weight shown when full of water and a Structural Engineer review carried out and the proposal reported upon.
- 1.48 A signed, qualified Structural Engineer's report and supporting calculations, method statements, risk assessments and drawings are to be submitted for any proposed structural alterations.

Contractor's Details

- 1.49 The name and full contact details of the contractor/project manager concerned must be provided.
- 1.50 We will require full contact details of the leasehold owner, when consent is applied for on behalf of the owner.
- 1.51 We will require details of the contractor's current third-party public liability insurance. The contractor should effect third party public liability insurance cover for a minimum of £2,000,000 and **must cover all proposed subcontractors.**
- 1.52 A bar-chart programme is required, showing work elements to be carried out on a weekly or daily basis, for review by Faraday.

Security Deposit

- 1.53 A security deposit, at 5% of the total value of the proposed work (current minimum £1,000), is to be paid by the lessee to the QCG managing agents Rendall and Rittner in advance of any approved works commencing and held in trust for the duration of the work. The Estates managing agent charges an administration fee in this regard, currently £150 plus vat (total £180). Sums may be used by the Landlord to make good any damage caused by the works using an externally appointed contractor, plus any associated fees for additional work or services in this regard, should the lessee or their contractor not make good any damage immediately to the satisfaction of the Landlord. This amount may be adjusted dependent upon the extent and scope of the proposed work.
- 1.54 The balance of the deposit will be repaid, without interest, within 28 days of the Landlords' Surveyor's site visit following completion of work, assuming no defects or damage has occurred to the common parts, external areas or other flats.

Schedules of Condition

- 1.55 You are to advise all neighbouring residents of any disturbance likely to be caused prior to commencement of work. For your own protection, we also require that you carry out a schedule of condition of the flat immediately above and immediately below, and where applicable, rooms alongside in adjacent flats to your flat, prior to any work being carried out. There may be other areas or flats requiring a schedule of condition to be prepared, depending upon the scope of the work. We recommend that you contact the QCG Estate Office, should you experience problems with contacting the neighbouring flat owners, with whom your Schedules of Condition are to be agreed, i.e., not agreed with the occupying tenants, unless the neighbouring owner has agreed in writing to delegate the responsibility to agree schedules of condition to them.
- 1.56 The schedules of condition should be written documents, together with photographic evidence, which should be signed and dated by the flat owners, so that the condition of the neighbouring flats is agreed before any works commence. These schedules will help to limit any disputes between neighbours as to the cause and timing of any accidental damage that may occur.
- 1.57 The condition of the external and internal common parts will need to be agreed prior to the work commencing on site, with the appointed surveyor, comprising a written document with photographic records of the stairwell, landings and the external access paths and rear courtyard where appropriate. This is to be prepared by the Lessee's professional adviser and agreed with the Landlord's Surveyor.

Response

- 1.58 As soon as we have received the requested information to support the application, we will write to you further should we require any clarification or further technical details to support the application. You will be advised if there are likely to be further fees payable for the Landlord to obtain additional specialist technical advice, with costs to be advised before being incurred.
- 1.59 There will also be additional information we can provide relating, for example, to such matters as requirements for Building Control approval, requirements for electrical and gas certification, format of neighbourly information letters, arrangements to follow for external scaffold access or temporary pigeon netting removal and procedures for external drilling of holes for pipework, etc.
- 1.60 Upon receipt of the requested details we will review and advise QCGL of our recommendations and revert back to you following instructions.
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PLEASE NOTE No work should commence until a Licence for Alterations has been issued to you, signed and returned to Faraday Property Management Limited.

October 2024

END.