

Party Wall Agreement

This **Party Wall Agreement** ("**Agreement**") is entered into on _____, by and between the following parties;

Building Owner

Adjoining Owner

The Building Owner and the Adjoining Owner are referred to individually as a "**Party**" and collectively as the "**Parties**".

1. Purpose of the Agreement

The purpose of this Agreement is to record the terms and conditions under which the Building Owner may carry out certain construction or alteration works that affect, or may affect, a shared or adjoining wall, boundary structure, or foundation ("**Party Wall Works**"), while protecting the rights, property, and interests of the Adjoining Owner.

This Agreement is intended to define the scope of permitted works, establish access rights where necessary, allocate responsibility for costs and damage, and reduce the risk of dispute between the Parties.

2. Description of the Party Wall and Properties

The Party Wall or boundary structure to which this Agreement relates is located at or between the following properties:

Building Owner's Property:

Adjoining Owner's Property:

The Party Wall includes any wall, structure, or part of a structure that stands on or forms part of the boundary between the above properties, or otherwise supports both properties.

3. Description of the Proposed Works

The Building Owner proposes to carry out the following works affecting the Party Wall or related structures:

The works shall be carried out only as described above and in accordance with applicable building standards and professional construction practices.

4. Consent and Agreement

The Adjoining Owner acknowledges receipt of full details of the proposed Party Wall Works and, subject to the terms of this Agreement, grants consent for the Building Owner to proceed with the works described in Section 3.

This consent is limited to the specific works described and does not extend to additional or materially different works without further written agreement.

5. Timeframe for the Works

The Building Owner shall commence the Party Wall Works no earlier than _____ and shall use reasonable efforts to complete the works by _____. The works shall be carried out during reasonable working hours, unless otherwise agreed in writing by the Parties.

6. Access Rights

Where reasonably necessary for the execution of the Party Wall Works, the Adjoining Owner grants the Building Owner and their contractors temporary access to the Adjoining Owner's property, subject to the following conditions:

- Access shall be limited to what is reasonably required for the works.
- Reasonable notice shall be given before access is exercised, except in cases of emergency.
- The Building Owner shall take reasonable steps to minimize inconvenience, disturbance, and intrusion.

7. Protection of Property

The Building Owner shall take reasonable measures to protect the Adjoining Owner's property from damage during the execution of the Party Wall Works, including appropriate structural support, weather protection, and safety precautions.

8. Condition Record

Prior to commencement of the Party Wall Works, the Parties may agree to record the existing condition of the Adjoining Owner's property, including photographs or written descriptions, for reference in the event of a damage claim.

9. Damage and Repairs

The Building Owner shall be responsible for any damage to the Adjoining Owner's property that is caused by or arises in connection with the Party Wall Works, including any related access or temporary works. For the purposes of this Agreement, damage includes physical, structural, or other adverse changes to the condition of the Adjoining Owner's property that did not exist prior to commencement of the works.

Where damage occurs, the Building Owner shall, at the reasonable choice of the Adjoining Owner, either repair the damage within a reasonable time and at the Building Owner's sole cost to a standard consistent with the pre-existing condition, or pay reasonable compensation sufficient to cover the cost of repair or reinstatement.

These obligations shall apply whether the damage becomes apparent during or after completion of the Party Wall Works, provided that such damage is reasonably attributable to the works.

10. Cost and Expenses

Unless otherwise expressly agreed in writing, the Building Owner shall be solely responsible for all costs and expenses arising out of or in connection with the Party Wall Works. This includes, without limitation, construction costs, labor, materials, professional and technical fees, protective measures, and any expenses reasonably incurred to prevent or remedy damage to the Adjoining Owner's property.

Where the Party Wall Works provide a direct benefit to both properties, the Parties may agree in writing to share certain costs in a fair and reasonable manner. In the absence of such written agreement, no cost-sharing obligation shall be implied or assumed. The Building Owner shall promptly reimburse the Adjoining Owner for any reasonable costs or expenses incurred as a direct result of the Party Wall Works, provided such costs are reasonably documented and attributable to the works.

11. Contractors and Standards

The Building Owner shall ensure that all Party Wall Works are carried out by competent, appropriately qualified, and duly insured contractors. All works shall be performed in a careful and workmanlike manner and in accordance with generally accepted construction standards and applicable laws and regulations.

The Building Owner shall remain fully responsible for the acts and omissions of any contractors, subcontractors, or professionals engaged in connection with the Party Wall Works, as if such acts or omissions were the Building Owner's own.

12. Variation of the Works

The Party Wall Works shall be carried out strictly in accordance with the description set out in this Agreement. Any material variation to the scope, method, timing, or extent of the works that may affect the Party Wall or the Adjoining Owner's property shall require the prior written consent of the Adjoining Owner.

Where a proposed variation becomes necessary due to unforeseen structural conditions or technical requirements, the Building Owner shall notify the Adjoining Owner as soon as reasonably practicable and provide sufficient information to allow the Adjoining Owner to assess the potential impact of the variation.

No variation shall be deemed approved unless it is agreed in writing by both Parties, and any approved variation shall be treated as forming part of this Agreement for all purposes.

13. Dispute Resolution

In the event of a dispute arising out of or in connection with this Agreement or the Party Wall Works, the Parties shall first attempt to resolve the matter through good-faith discussions. If the dispute cannot be resolved informally, the Parties may pursue any lawful dispute resolution method available to them.

14. Governing Principles

This Agreement shall be interpreted in accordance with general principles of property and contract law.

The governing law and jurisdiction shall be _____, unless otherwise required by applicable law.

15. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the Party Wall Works and supersedes any prior discussions or communications relating to the same subject matter.

16. Amendments

This Agreement may be amended only by a written document signed by both Parties.

By signing below, the Parties confirm that they have read, understood, and agreed to the terms of this Party Wall Agreement.

Building Owner

Name

Date

Signature

Adjoining Owner

Name

Date

Signature



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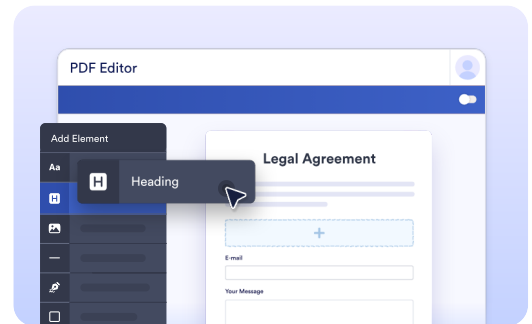
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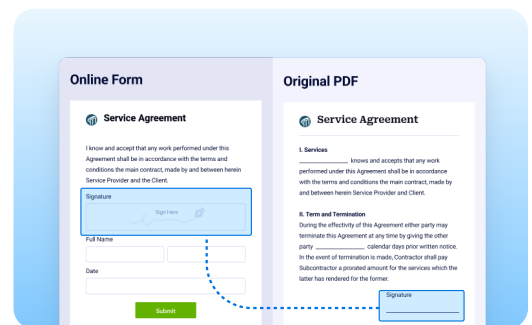
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