



# City of Westminster

## Application to change Front Entrance or Secondary Means of Escape Doors (Fire rated)

Name(s)	Property Address:	
Daytime Tel no:	Evening Tel no:	Mobile:
E-mail Address(es):		
Alternative Mailing Address:		

### Details of proposed contractor\*:

Name:	Contact number and/or email:
Third Party Certification Scheme and Registration No.:	

### Checklist of requirements and information required **BEFORE** work is undertaken (to be provided to Westminster City Council with this application):

1.	Please enclose our administration fee of £100.00 (VAT is not applicable). Cheques should be made out to "City of Westminster". Please do not include any cash with your application. To pay using an alternative method please contact us on 0800 358 3783.	✓
2.	Copy of the third party door certification which details the doors performance (BS476 test standards), design and colour.	
3.	Photograph of your existing Front entrance door.	
4.	Photograph of your neighbours Front entrance door (left and right as applicable)	
5.	Photograph of the front elevation of your block (External front entrance doors only)	
6.	Planning permission (Listed buildings and conservation as applicable) Please see Section 1 'Permissions' in the enclosed document titled 'Surveyor's Standard Technical Conditions'.	
7.	A copy of your contractor's public liability insurance certificate showing a minimum cover of £2m.	
8.	Documentation to confirm that your nominated contractor is a 3rd Party Certified fire door installer.	

### What we require **AFTER** the door replacement is complete:

1.	A copy of the 3 <sup>rd</sup> Party installation certificate from your contractor.
2.	A copy of the building control certificate approving the work. Please note that Westminster City Council's Building Control department are a separate body from whom you require approval. They can be contacted on 020 7641 6500; please ask for the District Surveyor for your area or email <a href="mailto:districtsurveyors@westminster.gov.uk">districtsurveyors@westminster.gov.uk</a> . Please refer to condition 1.3 in the enclosed document.
3.	A picture of the installation showing the front of the fire door set.

### Your application is not valid until you have read, accepted and signed the below:

**I/we have read and understood the Landlords requests for information pre and post installation and have provided all documents requested before the works begin. I have/will provide my nominated contractor with the enclosed copy of the Surveyor's Standard Technical Conditions.**

Name(s) Printed: \_\_\_\_\_ Signed: \_\_\_\_\_  
 \_\_\_\_\_ Signed: \_\_\_\_\_



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To submit this application, or if you require any further assistance, please contact our Customer Services department on 0800 358 3783 or email a copy to [housing.enquiries@westminster.gov.uk](mailto:housing.enquiries@westminster.gov.uk) Alternatively, you can post a copy of this application to Leasehold Operations, Westminster City Council, 137 Lupus Street, London, SW1V 3HE.

## **Surveyor's standard technical conditions for approval of replacement Flat Entrance Doors (FED's)**

Please ensure your supplier and/or installer has been provided with a copy of these technical conditions and that your proposed new flat entrance door (FED) and the method of installation are compliant with the requirements that follow.

We strongly recommend that you notify your neighbours in advance of any works commencing and that you provide your neighbours with means to contact you should they feel at all concerned or aggrieved by your works or by the conduct of your contractors.

Any neighbourly disputes brought to attention of Westminster City Council may result in your works being temporarily suspended until such time as any dispute is settled. Westminster City Council will not bear responsibility for any additional costs or time delays you may suffer as a result.

### **1. Permissions**

- 1.1 If your building is historically listed it is your responsibility to obtain Listed Building's Consent via Westminster City Council's Planning department. If you are in any doubt please contact The Planning Team on 020 7641 6500.
- 1.2 If your building is located within a Conservation Area you may require consent for your works from Westminster City Council's Planning team. If you are in any doubt you are advised to contact the Planning team on 020 7641 6500
- 1.3 Replacing your Front Entrance Fire Door is classed as 'notifiable works'. This means that you must notify Westminster City Council's Building Control in advance of your works. A copy of your building control certificate must be provided to Leasehold Operations upon completion. You may wish to contact Westminster district building control office on 020 7641 6500 (9am to 5pm) or [districtsurveyors@westminster.gov.uk](mailto:districtsurveyors@westminster.gov.uk) for details and an application.

### **2. Health & Safety**

- 2.1 There is a possibility that your flat contains asbestos-based building materials or components. You are advised to appraise yourself as to whether this should be the case and are advised to seek specialist advice if there is any doubt.

As the leaseholder you are responsible for the identification, monitoring and removal, where required, of any asbestos containing materials within the demise of your home subject to the Control of Asbestos Regulations 2012.

You are required to engage the services of a competent contractor to carry out unlicensed work. All works involving licensable materials must be completed by a licensed asbestos contractor and the HSE notified prior to works commencing. Further details on



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what constitutes licensable works and where to find a licensed contractor can be found on the HSE's website: <http://www.hse.gov.uk/asbestos/>

Should you need to carry out any asbestos removal works you must provide Leasehold Operations with details of the proposed work in advance.

Asbestos works become necessary a copy of your HSE Licenced contractor's membership details, insurance policy, method statement and health and safety policy must also be provided to Leasehold Operations.

- 2.2 Construction, Design and Management (CDM) Regulations apply to all maintenance, repair, redecoration and alteration works and impose legal health and safety duties on all those involved in arranging both "domestic" and "non-domestic" works.

You, as the person arranging works on/in your home, will be the "Domestic Client/Employer" of your proposed contractor who in turn will be carrying out the work you instruct. You are therefore ultimately responsible for the design and project management arrangements.

- 2.3 Works should only be carried out by those that are fully insured and for the work activities carried out. £2million minimum Third-Party (Public) Liability Insurance is required and where any worker(s) is employed by a Contractor then that Contractor's Employer's Liability Insurance is required also.
- 2.4 Despite your leasehold premises being deemed a domestic area the common areas of the Landlord's building are non-domestic areas. Therefore, the Health and Safety etc. Act 1974 and all of the Regulations made thereunder apply.
- 2.5 Health and Safety regulations cover matters such as reducing risks associated with: Working at Height, Slips Trips and falls, Electric and Gas Safety, Lifting Operations and Lifting Equipment Regulations (LOLER), Control of Substances Hazardous to Health (COSHH and Asbestos), Reporting Incidents Diseases and Dangerous Occurrences Regulations (RIDDOR), Welfare and Lone Working, Work Equipment and Machinery, Waste Control.
- 2.6 The CDM "Domestic Client/Employer" is ultimately responsible for the safety of all work and of all common areas which may be affected by the work but you will of course wish to ensure that such a responsibility is delegated to your Contractor, by way of a Contract, so that they agree to be responsible for health and safety matters associated with their work and must therefore provide a Health & Safety Policy, carry out Risk Assessments, provide Method Statements if necessary and carry out works in accordance with those policies, assessments and method statements.
- 2.7 A copy of your works contract and your contractors Health & Safety Policy, risk assessment and method statement should be agreed with your contractor. A copy of should be provided to Leasehold Operations prior to any works commencing.
- 2.8 All building waste must be removed from the premises by a licenced waste carrier. You are not permitted to store any waste within any 'common part' of the building at any time.
- 2.9 You are not permitted to store building materials or tools in any common area of the building.
- 2.10 All means of escape routes must be kept clear and unobstructed at all times.
- 2.11 You must not allow any fire door to be propped open, even if only temporarily.
- 2.12 Contractors are permitted to work Monday to Friday between the usual hours of 8am and



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6pm and Saturdays 8am and 1pm. Any operations outside of these hours will require the consent of Westminster City Council and your neighbours.

### 3. Fire Flat Entrance Door Works (FFED)

- 3.1 Your replacement FFED must aesthetically match the overall theme of your blocks flat entrance doors in terms of colour, design and ironmongery. If you are in any doubt as to whether the design of your door provides a suitable match you are advised to Contact Leasehold Operations for further advice.
- 3.2 Your replacement FFED must comply with the following British Standards and tests. Your contractor, supplier and/or manufacturer will be able to confirm your door's compliance;
  - 3.2.1 Fire rated to BS 476 part 22 1987 or EN 1634-1: 2014 as a complete door set tested with side frames (glazed or solid) and top frames (glazed or solid) for 30 minutes.
  - 3.2.2 Tested to EN 1634-3: 2004 for smoke. Test must include positive and negative chamber pressures including 10 / 25 and 50pa results.
  - 3.2.3 Weather tested to BS 6375 parts 1 & 2 (complete door set assembly)
  - 3.2.4 Tested and certified to PAS24:2016 (complete door set assembly)
  - 3.2.5 Tested for thermal weathering tests (British Board of Agreement testing)
  - 3.2.6 Tested to EN ISO 10140-2 2010 for acoustics
  - 3.2.7 Tested to EN ISO 10077-2:2012 for thermal resistance. Declaration of Performance to be provided and to meet the standard of EN 1435-1 Windows & External Pedestrian Door sets without resistance to fire and/or smoke leakage
  - 3.2.8 CE Marked to BS EN-14351-Windows & **External Pedestrian Door sets** without resistance to fire and/or smoke leakage (hEN standard) where applicable
  - 3.2.9 Any glazing in top frame and/or side frames to contain glazing to BS EN 356 – P1A minimum DGU. The overall DGU must also contain fire rated glazing, with partial fire insulation, and the glazed unit is to provide a U value of 1.8 or less. The complete top frame / side frame must be fire tested to BS476 part 22 1987 or EN 1634-1 2014 as part of a complete assembly.
- 3.3 Approved door-sets must have undergone testing at a UKAS accredited test laboratory. Further information can be found at <https://www.ukas.com/>
- 3.4 Approved doors-sets will be provided by a 'Secured by Design' licence holder. Further information can be found at <http://www.securedbydesign.com/>
- 3.5 The door set must be able to be tailored to maximise the opening width with level access as per Access to and use of buildings: Approved Document Part M. Further information can be found at <https://www.gov.uk/government/publications/access-to-and-use-of-buildings-approved-document-m>



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3.6 Door-sets may also include the following, subject to the manufacturers test certification:

- 3.6.1.1 Intumescent letterbox
- 3.6.1.2 Door viewer
- 3.6.1.3 Door chain/limiter
- 3.6.1.4 Numerals
- 3.6.1.5 Door knocker

3.7 You must provide a 3<sup>rd</sup> Party Certified product certificate for each door. The door manufacturer/ supplier will supply this.

3.8 You are again reminded to provide a certificate of installation from your 3<sup>rd</sup> Party Certified Installation contractor.

**3.9 Should your door manufacturer, supplier or installer not be able to fully satisfy the any of our above requirements you will not be granted Landlords consent to carry out alterations. If you are in any doubt as to what is required you must contact Leasehold Operations before any work is carried out and also before you incur any costs in ordering a door and we will receive further guidance.**

## 4. Finishing

4.1 Due care should be taken when systematically removing your existing door and frame so as to keep any disturbance to the surrounding paint and plasterwork to a bare minimum.

4.2 Once your installation has been complete your contractor must carry out any plaster repairs on a like-for-like basis.

4.3 Following installation of your FFED and plastering your contractor must provide a minimum of 3 Coats of Class 0 rated paint to any disturbed areas of decoration.

4.4 Colour of Class 0 Paint compliant to BS 476 parts 6 & 7 and must match existing colour. Dulux Pyroshield and Crown Trade Timonox are acceptable systems.

## 5. General conditions

5.1 During the course of works and subject to any inspections that may be carried out as and when required, Westminster City Council reserves the right to amend, or add to, these conditions if deemed necessary to ensure compliance with your lease, legislation, building regulations, codes of practice or manufacturers guidance.

5.2 All future maintenance and repair of the above work shall become the responsibility of the Lessee. Any such maintenance or repair work that the Council may at any time require shall be carried out by the Lessee at his own expense, promptly and to the entire satisfaction of the Council.

5.3 You will observe your lease terms at all times. Any reasonable complaints that may arise during the course of works will be dealt with accordingly.

5.4 Westminster City Council reserves the right to order any work to be temporarily suspended or altogether ceased should it be deemed necessary to do so whilst any complaints or concerns are thoroughly investigated.

5.5 Westminster City Council will not be liable for any costs incurred as a result of work being suspended or ceased whatsoever.



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- 5.6 The lessee shall be responsible for any costs in rectifying any future defects / damage to the building as a result of any work having been carried out as proposed.
- 5.7 The whole of the work shall be carried out in strict accordance with the existing and proposed drawings and accompanying documentation as provided with your application and including the general and specific conditions listed above and to the entire satisfaction of the Leasehold Surveyor and Westminster City Council's Health & Safety Team.
- 5.8 Any deviations from the proposal must be discussed with the Leasehold Operations team prior to any additional work being carried out.

### **Commonhold and Leasehold Reform Act 2002: Section 158 and Schedule 11**

#### **Administration Charges – Your Rights and Obligations**

1. This summary accompanies a demand from your landlord for the payment of administration charges.
2. Your liability to pay administration charges may be set out in your lease. The lease should specify the items of expenditure which are recoverable. Common examples include interest and other charges for late payment of rent or service charges and fees for consents to matters such as structural alterations, sub-letting or assignment.
3. If you consider that any administration charge is unreasonable, you can make an application to a leasehold valuation tribunal. You can make an application in other circumstances, for example, if you think that you are liable to pay the amount demanded because you consider that your landlord has not worked out properly, in accordance with the formula in your lease, the amount that you should pay. You can make an application whether or not you make any payment in response to your landlord's demand.
4. The tribunal can determine whether an administration charge is payable and, if it is, the person who should pay it, the person to whom it should be paid, the amount payable, the date at or by which it is payable and the manner in which it is payable. You may withhold payment of an administration charge if your landlord has not supplied with the demand for payment a summary of the rights and obligations of tenants of dwellings in relation to administration charges. If you withhold an administration charge in those circumstances, any provisions of your lease relating to non-payment of administration charges have no effect while you withhold payment.
5. Most leases provide the landlord with a right of re-entry or forfeiture if administration charges which are properly due are not paid, but the law provides a number of restrictions including:
  - (a) Section 167 of the Commonhold and Leasehold Reform Act 2002 which, together with regulations under that section, prevents forfeiture for unpaid administration charges of [£350 or less] unless the unpaid amount has been outstanding for more than [three years]. However, if unpaid administration charges form part of an unpaid amount which includes rent or service charges (or both) and any part of the total unpaid amount has been outstanding for more than [three years], the landlord may exercise his right of re-entry or forfeiture; Commonhold and Leasehold Reform Act 2002:
  - (b) Section 81 of the Housing Act 1996 (as amended by Section 170 of the Commonhold and Leasehold Reform Act 2002), which prevents forfeiture for non-payment of administration charges unless you have admitted that you are liable to pay the amount of the administration charge, or it is finally determined by (or on appeal) a leasehold valuation tribunal or by a court, or by an arbitral tribunal that you are liable to pay that amount;
  - (c) The Protection from Eviction Act 1977, which prevents a landlord from taking possession of a property occupied as a dwelling without a court order.