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CHARTERED CIVIL ENGINEERS

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John D. Parkinson, BSc(Eng), Ph.D. CEng MI StructE - Associate
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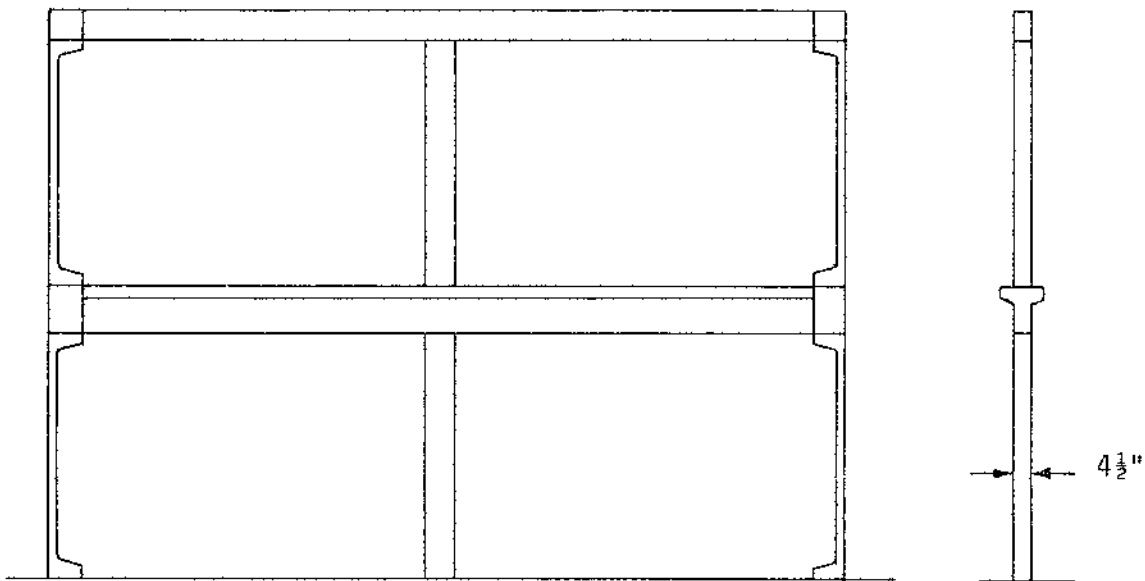
PRC HOMES LICENCE NO. 023

REINSTATEMENT OF WATES HOUSES

PARTY WALL CONSIDERATIONS

REINSTATEMENT OF WATES HOUSES

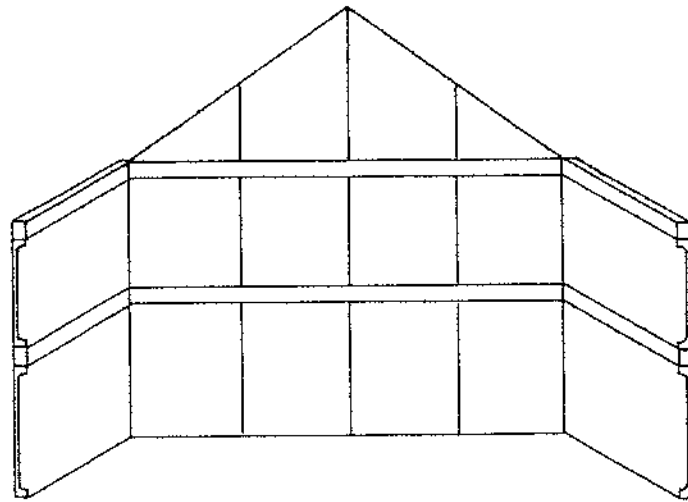
Wates houses fall into 2 basic categories, defined by the structural detailing of the party wall. 'Blockwork' party walls are almost always found to exist in houses built by the NCB and are least common in other examples. Here the front and back wall panels were tied together during construction with a beam and column arrangement:



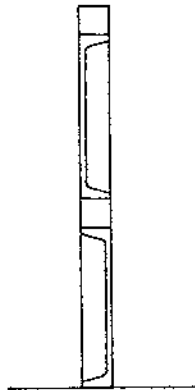
On completion of the outer walls the party wall was finished by building 2 leaves of 3" breeze block, spaced by the 4½" thick beams and column. Stability was increased by the tee-shaped lower beam, with first floor blockwork being walled off the extremities of this beam.

This blockwork party wall is a most welcome discovery by Wates house owners, since MDA Licence 023 allows a single house to be reinstated without requiring work to be carried out within an adjoining property.

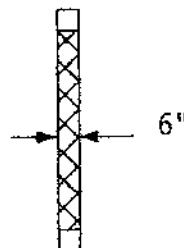
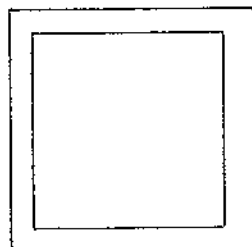
'Panel' types of party walls in Wates houses are a different matter altogether. Here the construction detailing simply completes the 'box' of each floor of the house by adding another series of panels to close the box along the line of that party wall.



Actual party wall panels can be of identical shape to those in the outer walls - i.e. a 'tray' of poured concrete, in which case the tray was laid down after hardening and then filled up with a breeze matrix to give a 6" thick solid element. These are usually walled with the concrete face to the left in the ground floor, and to the right in the first floor:



An alternative type of party wall panel is common in the South-East of the country. This panel is not used for outer walls. The panel comprises a frame of dense, reinforced concrete, with an infill of breeze:



The MDA Licence 023 allows such party walls to be demolished and rebuilt - timber studding is shown in the Licence but blockwork would be equally suitable. This is obviously a most inconvenient component of a reinstatement scheme since there is some 10 tonnes of concrete and

grant is available. This despite the fact that many Deeds examined require costs of maintaining commonly owned elements to be shared. The view is that prc reinstatement is not normal maintenance and so is not strictly covered by this clause.

Costs involved are likely to be of the order of £2500 to £3000 per wall. The hapless Owner is left with a £250 to £300 bill for 10% of this cost, but most Local Authorities seem to be saying that they will pay this portion as it is considered iniquitous for a Private Owner to be forced to pay for work being carried out on a Council-owned property.

The actual work involved is not too inconvenient in terms of time, dirt, dust, noise etc. 'Dry' trades have been selected, and work to a house should not take longer than a week. The new wall surface is plasterboarded and skim coated with plaster, and will be decorated on completion, or a decoration allowance made to the Council's tenant. In some situations this will lead to claims for complete room redecoration and it is this issue which will be of most concern to the Local Authority. One or two rent-free weeks are proposed for some, as compensation, but this is a very individual matter and a generalised approach is unlikely.

Grant applications are now being prepared for a large number of Wates houses in this situation, all on the assumption that such work to the Council-owned house will be included. It is preferable to have access to that house to inspect the wall first, so that allowances for redecoration, for removing and refitting built-in wardrobes, etc, can be correctly assessed.

Returning to the structure of this party wall, the 6" thick panels are usually lined in the ground floor, to improve acoustic insulation. Where a house has 2" blockwork linings to the outer walls this blockwork is used to line the party wall also. Sometimes the lining is used on both sides of the party wall but sometime on only one side. Blockwork will be removed before installing the structural panel, to minimise the amount by which the room will be reduced in size and to ensure that first floor panels are located directly above ground floor panels.

Complications are caused in terraced properties. Here the staircase of an inner terrace house is often alongside the party wall. A staircase adjoining the passageway is no problem but on the party wall it is necessary to insert the structural panels between the staircase and this wall. If that side of the party wall is lined with blockwork the difficulty is not too severe, but if the lining is on the other side only, we have some 80mm of panel plus plasterwork to accommodate. This can only be done by narrowing or moving the staircase. To date we have been able to narrow the staircase and still comply with Building Regulations requirements. Each case is individual however and needs careful measurement and assessment.

Wates houses can also be lined with woodwool slabs in place of blockwork. Such construction has been found in Corby, Spalding, Redbridge and Havering and may exist elsewhere. Re-securing of woodwool slabs to the new structural blockwork is proposed and has been effected with special fixings which are used from the rear, so no internal damage to decoration has necessarily resulted. In party wall lining this is no more difficult a situation than with blockwork linings.

The Wates 'look alike' scheme

3 years ago we were considering reinstatement of Wates houses in general, before the advent of PRC Homes Ltd, and with Local Authority housing stock in mind. We had the advantage of having investigated several thousand Wates houses in carrying out structural surveys for Local Authorities and we know, for example, that chlorides are not a frequent occurrence in Wates houses, and that overall level of structural deterioration is minimal. More inconvenience is caused due to thermal movement of the panels, creating cracks in the pointing between them and leading to moisture ingress via the porous in situ concrete in the chase between panels. Carbonation of concrete followed by rusting and spalling in window surrounds, and at corners of some houses, is apparent and will continue with age as long as moisture is allowed access, but rarely yet is this a severe problem.

At that time we devised a reinstatement scheme which was implemented by Walsall MBC. This provided for each house to be structurally checked and for any necessary repairs to damaged concrete to be effected. The whole outer surface was then covered with a high-grade, foil-backed, insulation and with polypropylene mesh reinforcement, anchored back to the underlying concrete. New rendering was applied, some 25mm thick, by projection technique, and the surface then dry-dashed. A range of alternative surface finishes is appropriate. Expansion joints were designed so as to break up the walls' surfaces into manageable areas and permit both drying shrinkage and future thermal movement. In this scheme windows and doors were replaced at the same time. Costs were around £5000 per house and the scheme was approved by the Halifax Building Society for mortgage purposes. The advent of PRC Homes Ltd and the move towards 'brick and block at all cost' has taken its toll on such a logical approach to a privately-owned house but that does not mean that every Local Authority has its head so deep in the sand.

We have now extended the 'Walsall' scheme to achieve compatibility with our full 'PRC Homes' scheme. Council-owned Wates properties - including these adjoining privately-owned properties - can be checked out as above and any minor attention given. Insulation can be applied as above. Instead of a render finish, however, the addition of an extended strip footing - as for the private house next door - gives a foundation for a new brick skin to provide the new weather-proof exterior. This is tied back to the concrete panels, a cavity is left between bricks and the cavity insulation, and from the outside there is no difference between a pair of houses in different ownership.

In the case of the Council-owned property the floor and roof loads are left on the concrete panels. All concrete is now in the 'warm zone', by virtue of the placing of the insulation, and is protected from dampness from outside by the new brick leaf and the cavity. Internal dampness must penetrate plasterwork and blockwork or woodwool lining before striking the concrete. In such an environment it is considered that the concrete should be capable of performing as a structural core for a considerable time - certainly for upwards of 30 years.

Costs involved, including new doors and windows, are about half those of the full Wates reinstatement, and much of this cost can be justified by the improved thermal values of the walls, by the window and door replacement and by the elimination of future maintenance by painting the outer Wates panels and by trying to seal the joints between them. Almost no disturbance is caused to the houses' occupants. Internal work to party walls or in replacing suspended concrete beams found in some Wates variants is not proceeded with - there being no structural justification for this on current evidence.

As a first step towards prolongation of the life of its Wates houses, an Authority may wish to consider treating 'attached halves' in this way. Tenant benefit is then derived from the overall work. Party wall work necessary to deal with the private owner is still paid out of the reinstatement grant, external wall upgrading, insulation, windows and doors form a separate financial package. The tenant is happy to have a warmer, more attractive home and the private owner no longer feels disadvantaged because the concrete appearance of the house next door represents a depreciation on his expected re-sale value.

Details of this alternative are, of course, available on request.

Our Ref: SKW/SKW/NAY00818/2
Your Ref:
Direct Dial: 01142511702
E-mail: susan.ward@foys.co.uk

07 August 2014

Mrs B A Naylor Mr S K Holliday And Mr D W Holliday
C/o 8 Mallard Drive
Killamarsh
Sheffield
S21 1ES

Dear Mrs Naylor And Messrs Holliday

Your Purchase of 28 Severnside Place Woodhouse Sheffield

Further to the above matter, I confirm your appointment with the writer on the 11th August at 2.30 pm.

I confirm having received the signed documentation from Mr. S K Holliday.

I now enclose copy letter from the Sellers Solicitors, 6th August, together with a copy of the PRC Certificate for your information.

Yours sincerely


Sue Ward
Conveyancing Executive
FOYS | SOLICITORS

Drakehouse Crescent • Waterthorpe • Sheffield • S20 7HT • DX 717230 Sheffield 28
Telephone 0114 251 1702 • Fax 0114 251 1750

ALSO AT: Worksop 01909 473560 • Rotherham 01709 375561 • Doncaster 01302 327136
• Chapeltown 0114 246 7609 • www.foys.co.uk • info@foys.co.uk

Authorised and Regulated by the Solicitors Regulation Authority SRA No. 00048529



Foys
DX 717230 SHEFFIELD 28

Our Ref : STE010649/SF
Your Ref : SKW/JMP/NAY00818/2
Date : 6th August 2014
When phoning please ask for: Steven Taft

Dear Sirs

Ellis to Naylor
28 Severnside Place, Woodhouse, Sheffield, South Yorkshire, S13 7GT

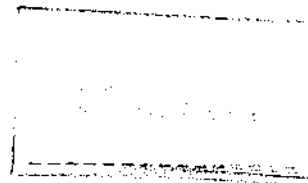
Thank you for your letter 13th July 2014. We understand that the property is now vacant and your clients can confirm.

Additionally our client confirms that they will remove the rubbish prior to completion. Finally, we enclose the PRC Certificate as requested.

Yours faithfully


Steven Taft
J. A. Taft Conveyancing

steven@jataft.co.uk



42 Clarence Road, Chesterfield,
Derbyshire, S40 1LQ.
DX 25956 CHESTERFIELD 2
T 01246 207101 F 01246 540018
www.jataft.co.uk

Partners: James Alan Taft, Soc L.C.
Steven James Taft, L.L.B.
Office Hours: Mon-Fri (9am-1pm 2pm-5pm)
Regulated by the Council for Licensed Conveyancers
Commissioner for Oaths

PRC 6
(1987)

PRC Homes Limited
A subsidiary of the National House-Building Council

PRC Homes Scheme

PRC CERTIFICATE OF INSPECTION

WOODHOUSE SEVERNSIDE PLACE THE DWELLING
SHEFFIELD
SOUTH YORKS.

PRC LICENCE NO. 045

G F TOMLINSON & SONS LTD
CITY ROAD
DERBY
DERBYSHIRE

REPAIRER

DE1 399

PC053 REGISTRATION NO.

Y057286 INSURANCE
POLICY NO.

PPP

This is to certify that I am satisfied that so far as can be reasonably determined and within the limits of proper professional skill and care:

- (a) the repairs carried out to the above Dwelling have been inspected at the stages specified in the schedule to the Repair System identified above by its PRC Licence Number; and
- (b) I have complied with my obligations as an Inspector as set out in the "Rules for Inspectors" issued by PRC Homes Limited; and
- (c) The repairs have been carried out in accordance with the Repair System identified above.

Signed.....

Name:..... J.K. BECK

Position:..... DIRECTOR

Qualifications:..... M.I.Struct.E.

Name of Firm:..... CURTINS CONSULTING ENGINEERS

Date of issue (of this Certificate of Inspection):..... 17th NOVEMBER 1989

PRC Homes Scheme
PRC HOME OWNER'S AGREEMENT

WOODHOUSE SHEFFIELD SOUTH YORKS.	21 SEVERNSIDE PLACE	THE DWELLING
	PRC LICENCE NO.	045
G F TOMLINSON & SONS LTD CITY ROAD DERBY DERBYSHIRE		REPAIRER
	DEF 123	
	PC053	REGISTRATION NO.
	Y057236	INSURANCE POLICY NO.
PPP		

First Owner: Mr + Mrs G Beadmore
 Address: 28 Sevenside Place Woodhouse
 Sheffield
 Cost of Repair £22567.01+

CONSIDERATION FOR THIS AGREEMENT:

5p: paid by the First Owner to the Repairer receipt of which the Repairer hereby acknowledges.

IT IS HEREBY AGREED BETWEEN THE REPAIRER AND THE OWNER AS FOLLOWS:

- The rights conferred upon the Owner under this Agreement shall be in addition to any rights he may have against the Repairer under any other agreement relating to the Dwelling.
- The Repairer warrants to the Owner that any work for or in connection with the Repair System to the Dwelling:
 - has been or will be designed in a professional manner; and
 - has been or will be carried out in a workmanlike manner with proper materials; and
 - that the Dwelling will be fit for habitation when the work is completed.
- The Repairer warrants to the Owner:
 - that a PRC Certificate of Inspection will be issued by the PRC Inspector in relation to the Dwelling;
 - that immediately upon receipt of the PRC Home Owner's Insurance Certificate from PRC Homes Limited as agent for the NHBC, he shall forthwith deliver that Certificate to the Owner;
 - that he has complied or will comply with the terms and conditions of the PRC Licence.
- The Repairer shall within a reasonable time and at his own expense remedy any Defect and any Damage provided that such Defect or Damage first appears and is reported to the Repairer in writing within the Initial Guarantee Period: the Repairer's liability under this Clause shall be subject to the provisions of Clause 5 and without prejudice to his liability under Clause 2.
 - If any work undertaken by the Repairer under Clause 4(a) fails to remedy such Defect or Damage, the Repairer shall remain under a continuing liability to remedy such Defect or Damage even after the expiry of the Initial Guarantee Period.

Rights additional to any other agreement

Repairer's general warranties

Repairer's Warranties as to PRC Certificate of Inspection and Insurance Certificate

Repairer's liability to remedy defect and damage

5. The **Repairer** shall not be liable to the **Owner** under Clause 4:
- (a) unless the **Owner** as soon as practicable gave the **Repairer** notice in writing of any **Defect** or **Damage** complained of;
 - (b) (save where the **Owner** is a mortgagee in possession) unless any previous **Owner** as soon as practicable gave the **Repairer** notice in writing of any **Defect** or **Damage** complained of;
 - (c) in respect of any **Defect** in or caused by anything built into the **Dwelling** otherwise than pursuant to the agreement between the **First Owner** and the **Repairer** to repair the **Dwelling** or in respect of any **Damage** caused by such **Defect**.

Limitations of
Repairer's
liability to
remedy defects
and damage

6. Nothing in this Agreement shall render the **Repairer** liable to the **Owner** in respect of any **Defect** or **Damage** consequent upon:
- (a) wear and tear or gradual deterioration caused by neglect; or
 - (b) normal drying out, condensation or shrinkage.

Wear and tear,
normal
shrinkage, etc.

7. This Agreement is made by the **First Owner** on behalf of himself and his successors in title and his and their mortgagees in possession. The **Repairer** undertakes that he shall not seek to deny liability under this Agreement on the ground that it has not been assigned.

Assignment

8. Any dispute under or arising out of any provision of this Agreement shall be and is hereby referred to arbitration by an arbitrator appointed on the application of the **Repairer** or the **Owner** by the Chairman or either of the Vice Presidents of the Chartered Institute of Arbitrators and in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.

Arbitration

9. (a) In this Agreement:

Definitions

"**Cost of Repair**" means the Cost of Repair identified on the front of this Agreement

"**Damage**" means damage to the Dwelling caused by any Defect

"**Defect**" means a defect in the workmanship, materials or design of the Repair System

"**The Dwelling**" means the house or bungalow identified on the front of this Agreement (and, where detailed in the PRC licence and repaired at the same time as the house or bungalow, its garage or outhouse) which is of a type designated under the Housing Defects legislation

"**Initial Guarantee Period**" means the period of two years from the date of issue of the Certificate of Inspection

"**The Owner**" means the First Owner and also, where the context so admits, his successors in title and his and their mortgagees in possession

"**The First Owner**" means the Owner identified on the front of this Agreement who owns and occupies the Dwelling

"**The NHBC**" means the National House-Building Council

"**The PRC Certificate of Inspection**" means the Certificate issued by the PRC Inspector certifying that the Repair System has been completed satisfactorily in accordance with the terms and conditions of the PRC Licence issued for that Repair System

"**The PRC Home Owner's Insurance Certificate**" means the Insurance Certificate issued by PRC Homes Limited as agent for the NHBC and identified by its number on the front of this Agreement

"**The PRC Inspector**" means the Inspector employed by the Repairer or the Owner to inspect the Repair System in accordance with the inspection conditions set out in the Schedule to the Repair System

"**The PRC Licence**" means the licence issued by PRC Homes Limited for the Repair System

"**The Repairer**" means the Repairer identified on the front of this Agreement

"**The Repair System**" means the Repair System identified by its PRC Licence number on the front of this Agreement

- (b) In this Agreement words importing only the masculine gender also include the feminine and neuter gender and words importing only the singular number also include the plural number where the context so admits and vice versa.

Sheela Dharma

Signed by the **First Owner/Repairer*** in the presence of:

Witness: **First Owner/Repairer***

of

*delete as applicable

Y. Grey
For and on behalf of
G & T BUILDING LTD.

STRUCTURAL REFURBISHMENT OF P.R.C. HOUSES - SHEFFIELD - WOODHOUS

SCHEDULE OF GRANT AIDED COSTS

28 SEVERNSIDE PLACE

	COST
Basic cost of repair (Exclusive of P.R.C. Homes Ltd. insurance premium)	16780.00
Cost of variations (see schedule of variations Form B)	0.00
Total	16780.00
Consultants Fees (Inclusive of inspection fee for P.R.C. Homes Ltd. insurance)	1492.40
Building Regulation Fees (exclusive of V.A.T)	160.00
Sub Total	18432.40
Add V.A.T.	2764.86
Add P.R.C. Homes Ltd. Insurance Premium	1211.03
Add Planning Fees	38.00
Total	22446.29

Cost Apportionment.	
Council Grant (90% up to max. of 24300)	20201.66
OWNER (Remainder)	2244.63

(1958/4)

TERMS OF THE POLICY ISSUED BY
THE NHBC

THE COVER

The NHBC agrees subject to the conditions, exclusions and limitations contained herein to compensate the Owner in respect of loss as set out in the following Sections of the Policy.

SECTION A: LOSS BEFORE COMMENCEMENT OF INITIAL GUARANTEE PERIOD

The NHBC will compensate the First Owner in respect of loss caused by the Repairer's failure due to his insolvency to complete the Repair System by paying the First Owner the cost of remedying any Defect or Damage so that the PRC Certificate of Inspection can be issued by the PRC Inspector.

SECTION B: LOSS DURING INITIAL GUARANTEE PERIOD-- DEFECT OR DAMAGE OTHER THAN MAJOR DAMAGE

The NHBC will pay the Owner the cost of remedying any Defect or Damage (other than Major Damage and any Defect in the Structure insured by Section C) which first appears and is reported to the Repairer in writing within the Initial Guarantee Period and which the Repairer due to his insolvency fails to remedy in accordance with Clause 4 of the PRC Home Owner's Agreement.

SECTION C: LOSS DURING INITIAL GUARANTEE PERIOD-- MAJOR DAMAGE ONLY

The NHBC will pay the Owner the cost of remedying any Major Damage caused by any Defect in the Structure and any such Defect (but only where such Major Damage has appeared) which first appears and is reported to the Repairer in writing within the Initial Guarantee Period and which the Repairer fails to remedy in accordance with Clause 4 of the PRC Home Owner's Agreement.

SPECIAL CONDITIONS APPLYING TO SECTIONS B AND C

The NHBC shall not be liable unless the Owner commenced within 12 months after the expiry of the Initial Guarantee Period arbitration or legal proceedings against the Repairer in accordance with the PRC Home Owner's Agreement and obtained an award or judgment in respect of any loss covered by Section B or C and the Repairer failed to honour such award or judgment provided that the Owner need not have commenced proceedings within such period if his prospects of recovery might then fairly have been regarded as remote or speculative by reason of the Repairer's liquidation or bankruptcy or insufficiency of his assets to meet the Owner's claim.

SECTION D: LOSS DURING STRUCTURAL GUARANTEE PERIOD-- MAJOR DAMAGE ONLY

The NHBC will pay the Owner the cost of remedying any Major Damage caused by any Defect in the Structure and any such Defect (but only where such Major Damage has appeared) which first appears and is reported to the NHBC in writing within the Structural Guarantee Period.

SPECIAL CONDITION APPLYING TO SECTION D:

The NHBC shall not be liable in respect of any Defect or Damage of which notice was or should have been given during the Initial Guarantee Period.

SPECIAL CONDITIONS APPLYING TO SECTIONS C AND D:

1. The NHBC shall not be liable in respect of:
 - (a) Any claim consequent upon:
 - (i) negligence or nuisance of any person other than the Repairer or his engineer, architect, surveyor, sub-contractor, employee or agent;
 - (ii) loss or liability which at the time of the claim is covered by other insurance or for which legislation provides compensation;
 - (b) Wear and tear or gradual deterioration caused by neglect or lack of maintenance.
2. For the avoidance of doubt, the NHBC shall not be liable to pay the cost of repair or replacement of any window or mastic seal to any window, or of any door or doorframe unless such repair or replacement is necessary as a consequence of any Defect in the Structure.

GENERAL EXCLUSIONS

The NHBC shall not be liable:

1. In respect of professional fees, alternative accommodation, removal expenses, loss of enjoyment, inconvenience, distress or any other consequential loss of any kind or description whatsoever and howsoever arising;
2. In respect of any claim relating to or arising out of any of the matters specified in any endorsement noted on the front of the **PRC Certificate of Inspection**;
3. (Save where the **Owner** is a mortgagee in possession) unless any previous **Owner** as soon as practicable gave the **NHBC** written notice of the **Defect or Damage** complained of.

LIMITATIONS OF LIABILITY

1. The **NHBC's** total liability in respect of the **Dwelling** shall not exceed:
 - (a) Under Sections A and B together: £5,000;
 - (b) Under Sections C and D together: the **Cost of Repair** indicated on the **PRC Certificate of Inspection** up to a maximum of £24,000, increased from the date of issue of the **PRC Certificate of Inspection** until the date of payment of a claim in line with the **Housing Cost Index** which for the purposes of this clause shall be deemed not to exceed the rate of 12% per annum compound.
2. The **NHBC's** liability to pay the cost of remedying any **Major Damage** and any **Defect** causing such **Major Damage** shall not exceed the cost of remedying that **Major Damage** and **Defect** at the date of issue of the **PRC Certificate of Inspection** increased until the date of payment of a claim in line with the **Housing Cost Index** which for the purposes of this clause shall be deemed not to exceed the rate of 12% per annum compound.

GENERAL CONDITIONS

1. The general and special conditions of this Policy shall so far as their nature will respectively permit be deemed conditions precedent to the **Owner's** right to recover under this **Policy**.
2. The **Owner** shall as soon as practicable give the **NHBC** written notice delivered to its office at Chiltern Avenue, Amersham, Bucks, HP6 5AP, of any loss, **Defect or Major Damage** likely to give rise to a claim under this **Policy**.
3. The **Owner** shall within one month of receiving a claim form from the **NHBC** return that form duly completed to the **NHBC**.
4. The **NHBC** shall be entitled to investigate any claim. The **Owner** shall, if requested by the **NHBC**, pay the **NHBC** a fee in respect of the **NHBC's** reasonable investigation costs; he shall make such payment within one month of being notified of the amount of such fee. The **NHBC** will refund the fee if the claim is valid or if the **NHBC** considers that it was reasonable for the **Owner** to have made it.
5. The **Owner** shall before remedying any **Major Damage** allow the **NHBC** sufficient opportunity to inspect the **Damage** and, when practicable, the **Defect**, and to decide what (if any) remedial work may be necessary.
6. The **Owner** shall at the **NHBC's** request and at his own expense produce to the **NHBC** estimates from at least two builders of the cost of such remedial work as the **NHBC** considers to be necessary.
7. The **NHBC** may instead of paying the cost of remedying any **Defect** or **Damage** itself repair or reinstate the **Dwelling**; if it elects so to do, the **Owner** shall at the **NHBC's** request and at his own expense produce to the **NHBC** such plans, documents and other information at his disposal as it may reasonably require.
8. The **Owner** shall at the **NHBC's** request and at its expense do and concur in whatever the **NHBC** may reasonably require to enable it to enforce against other parties (including but not limited to the **Repairer** or his engineer, architect, surveyor, sub-contractor, employer or agent; the holder of the **PRC Licence** referred to on the front of the **PRC Insurance Certificate** and the **PRC Inspector**) such rights and remedies to which it shall be or would become entitled or subrogated upon them paying for or making good any loss under this **Policy**.
9. Any dispute under or arising out of any provision of this **Policy** shall be and is hereby referred to arbitration by an arbitrator appointed on the application of the **NHBC** or the **Owner** by the Chairman or either of the Vice-Presidents of the Chartered Institute of Arbitrators and in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force.

DEFINITIONS

1. In this Policy:

"Cost of Repair" means the Cost of Repair identified on the front of the Insurance Certificate

"Damage" means damage to the Dwelling caused by any Defect

"Defect" means a defect in the workmanship, materials or design of the Repair System

"The Dwelling" means the house or bungalow identified on the front of the PRC Home Owner's Insurance Certificate (and, where detailed in the PRC licence and if repaired at the same time as the house or bungalow, its garage or outhouse) which is of a type designated under the Housing Defects legislation

"Housing Cost Index" means the United Kingdom Housing Cost Index prepared by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

"Initial Guarantee Period" means the period of two years from the date of issue of the Certificate of Inspection

"Insolvency" means where:

- (a) an adjudication in bankruptcy has been made against the Repairer;
- (b) a receiving order has been made or a composition or scheme of arrangement has been approved by the court in respect of the Repairer;
- (c) a valid assignment or composition has been made by the Repairer for the benefit of creditors generally;
- (d) an order has been made against the Repairer for winding-up by the court;
- (e) an effective resolution has been passed for the voluntary winding-up of the Repairer;
- (f) a compromise or arrangement has been made binding on the Repairer and all the Repairer's creditors other than for the purposes of reconstruction; or
- (g) an Administrator or Administrative Receiver has been appointed on behalf of one or more debenture holders or other creditors of the Repairer or a Liquidator has been appointed.

"Major Damage" means Damage to the Dwelling requiring complete or partial rebuilding or extensive repair work.

"The Owner" means the First Owner and also, where the context so admits, his successors in title and his and their mortgagees in possession

"The First Owner" means the Owner identified on the front of the PRC Home Owner's Insurance Certificate who owns and occupies the Dwelling

"The NHBC" means the National House-Building Council.

"The PRC Certificate of Inspection" means the Certificate issued by the PRC Inspector certifying that the Repair System has been completed satisfactorily in accordance with the terms and conditions of the PRC Licence issued for that Repair System

"The PRC Home Owner's Agreement" means the Home Owner's Agreement entered into by the Repairer and the First Owner

"The PRC Inspector" means the Inspector employed by the Repairer or the Owner to inspect the Repair System in accordance with the inspection conditions set out in the Schedule to the Repair System

"The PRC Licence" means the licence issued by PRC Homes Limited in respect of the Repair System

"The Repairer" means the Repairer identified on the front of the PRC Home Owner's Insurance Certificate

"The Repair System" means the Repair System identified by its PRC Licence number on the front of the PRC Home Owner's Insurance Certificate

"Structural Guarantee Period" means the period commencing upon the expiry of the Initial Guarantee Period and expiring ten years from the date of issue of the PRC Certificate of Inspection

"Structure" means the foundations of the house or bungalow (and of its garage or outhouse, if any) and the load-bearing parts of its floors, walls and roof, together with retaining walls necessary for its stability.

2. In this Policy words importing only the masculine gender also include the feminine and neuter gender and words importing only the singular number also include the plural number where the context so admits and vice versa.