

Fencing conditions

CONDITIONS OF WEST KENT APPROVAL FOR TENANT FENCING

West Kent Housing Association (West Kent) consents to the fencing works at the address specified overleaf provided the conditions listed below are met:

1. The fencing is no higher than one metre around your front garden and/or two metres high around your back garden.
2. The work is carried out in a professional manner, to standards acceptable to West Kent Housing Association (West Kent) and meets all relevant building standards and controls.
3. Any local authority planning permissions required for the proposed fencing are obtained before any fencing work starts and the tenant meets all costs and fees associated with obtaining any approvals required.
4. A new fence erected on the boundary allocated to the tenant's property replaces the existing boundary fence, wall or hedge and is erected on the existing boundary line.
5. A new fence on a boundary that belongs to the tenant's neighbour(s), or where the designation of the boundary is unclear, is erected inside the existing boundary line (on the tenant's side) leaving the existing boundary fence, wall or hedge in place.
6. The fencing is only erected around the garden area allocated to the tenant's property.
7. Any existing rights of way and access to storage sheds are maintained.
8. Any communal paths are left clear and unobstructed.
9. Any gates open inwards.
10. The tenant obtains the necessary local authority building control approvals for any alterations to the existing underground drainage or excavation work in the garden that will require surrounding areas to be held back by retaining walls. The tenant will meet all costs and fees associated with these approvals and supply West Kent with hard copies of them along with any conditions attached.
11. Copies of the completion certificates / discharge notices from building control and planning departments are supplied to West Kent upon completion of any work for which planning or building control approvals are required.

12. The tenant first checks with the individual utility companies and the local authority to confirm the locations of any utility services in the areas the tenant is proposing to work (e.g. drainage runs, gas, water and electric mains, and communication cables). The relevant statutory authority must carry out any alterations needed to the existing utility services and the tenant will meet their costs. Access to utility services is maintained at all times.

13. Any damage caused to the garden areas, all adjoining buildings or services, because of the fencing work is made good at the tenant's expense.

14. All fencing work is carried out at the tenant's expense and the tenant is responsible for keeping the fence in good order including future maintenance.

15. Before leaving the property the tenant will first check with their neighbourhood housing officer (NHO) whether they can either leave the fencing in place, or whether they must restore the original fencing situation before leaving. If the tenant leaves the property without contacting their NHO or carrying out requested work West Kent will recharge the tenant for any work we subsequently have to undertake.

16. The tenant contacts West Kent before starting the fencing work if the tenant is aware of, or suspects, the presence of asbestos in areas they will be working. The tenant must ensure that only an approved licenced contractor carries out any asbestos related work (e.g. removals), and in accordance with the current asbestos regulations. The licenced contractor the tenant employs will supply West Kent with a copy of any consignment notes after removing and disposing of any asbestos based products.

17. Any extra costs incurred by West Kent when carrying out future maintenance or planned work, as a result of the tenant's fencing, will be recharged to them.

18. All utility services are left accessible for future maintenance works (e.g. drainage manholes.)

19. The tenant indemnifies West Kent against any claims or damage resulting from the tenant's neglect, omission or error or that of the tenant's contractors.