



## DEMOLITION AND CONSTRUCTION NOISE AND VIBRATION

With the current trend in the development industry for large penalty clauses and consequential liabilities for Contractors (or Developers) any extension to programme length is becoming increasingly costly. For example, a reduction in the Contractors permitted working hours, due to environmental noise & vibration related restrictions imposed by the Local Authority in the form of a Control of Pollution Act (COPA)

Section 60 Notice, can be particularly onerous. However, with appropriate pre-planning the Contractor (or Developer) can avoid the risk of such related costly extensions altogether. It is the aim of this Information Bulletin, therefore, to provide our Clients with an understanding of the procedures to overcome these noise & vibration control risks, delays and costs.

### Control of Pollution Act: 1974 (COPA)

Sections 60 & 61 of the Act provide legislation regarding noise and vibration issues from demolition and construction sites.

Section 60 Notices may be issued by the Local Authority to impose specific conditions on the Contractor throughout the demolition or construction phases.

Section 61 Agreements may only be awarded prior to the start of works on-site.

Either of these may include conditions regarding the following:-

- Working Hours
- Noise Limits
- Working Practices
- Noise Mitigation Measures

Once awarded, a Section 61 Agreement cannot be superseded by a Section 60 Notice provided the agreed conditions are maintained on-site.



However, a Section 60 Notice may be easily superseded at any time by a Notice enforcing more stringent conditions.

### What are the differences- between a COPA Section 60 Notice and a Section 61 Agreement- ?

A Section 61 Agreement must be gained prior to the start of on-site works whereas a Section 60 Notice is issued during works as a result of complains from surrounding premises. The Section 61 Agreement provides the Contractor (or Developer) with a legally binding level of protection against restrictive Section 60 Notices. For this reason a Section 61 Agreement is a vastly preferable option to a Section 60 Approach.

### What's so bad about a Section 60 Notice ?

A Local Authority can issue a Section 60 Notice instructing the Contractor to operate the site in a way to minimise nuisance to neighbouring properties. The Notice may include specifying site working hours, boundary noise limits, plant or equipment selections or working methods. These conditions may be imposed at any time without consultation with the Contractor or Developer.

Any Section 60 Notice can be readily superseded by further, more

stringent conditions if the Local Authority receive subsequent complaints.

### What are the benefits of having a COPA Section 61 Agreement ?

As soon as the Section 61 Agreement is in place, prior to on-site working, the Local Authority has effectively guaranteed acceptance of the proposed working hours and methodologies. It therefore becomes impossible for the Local Authority to alter the conditions imposed upon the Contractor under the Agreement provided the specified criteria are met.



## Why must a Section 61 Agreement be made in advance ?

The Local Authority and Contractor (or Developer) essentially both set out, in advance, a “Contract” for the noise and vibration control of demolition and/or construction works. The Local Authority then agree that, provided works are carried out in accordance with the Agreement, the Contractor will not be subject to any Section 60 Notices. The Contractor (or Developer) therefore agrees to undertake all works in accordance with “Best Practicable Means” and abide by all the restrictions throughout.

Once a Contractor (or Developer) has applied for a Section 61 Agreement, the Local Authority has a legal obligation to inform the applicant of its decision within 28 days of receipt of the application. If not the applicant has a right of appeal to the local magistrates court.

## What are “Best Practicable Means”?

The Local Authority will often specify that “Best Practicable Means” be used on-site. This is basically an acceptance from the Local Authority that all works will result in some degree of noise and vibration. However, there are certain working methods and plant items which will result in a lower noise and vibration impact on the neighbouring areas.

It is the responsibility of the Contractor, where such conditions are imposed, to use “Best Practicable Means” to ensure the proposed procedure is, within reason, the quietest viable option.

For more information on Best Practicable Means, see BS 5228: 2009 *Code of practice for noise and vibration control on construction and open sites. Part 1: Noise, Part 2: Vibration.*

## What other conditions could the Local Authority impose ?

The Local Authority may specify

that continuous Noise and Vibration Monitoring be undertaken around the site for the duration of the project. This will enable the Contractor to demonstrate that local residents are not subject to excessive levels of noise or vibration. The Noise and/or Vibration Monitoring data also provides an excellent method of assessing changes in the noise climate throughout the duration of the project and is easily comparable with the previously prevailing noise levels which existed prior to works (if measured).

The Local Authority may also specify regular liaison between themselves, local residents and the Contractor. During such meetings the residents can be kept up to date with the project and forewarned of upcoming operations likely to result in high levels of noise or vibration. Such meetings prepare the residents in advance for such events, reducing the likelihood of adverse comments.

## What to do if a Section 60 Notice is imposed ?

If a COPA Section 60 Notice is served on the Contractor, a formal appeal may be lodged in the magistrates court within 21 days of the Notice being served. It may be possible to persuade the Local Authority to alter the Notice. The primary disadvantage of the Notices from the Contractor’s point of view is that the Local Authority can supersede a previous Notice. Any new Notice may enforce further reduced working hours or noise limits, thereby restricting the Contractor and throwing the programme into increased jeopardy.



The moral of the story is that all Contractors (or Developers) should negotiate an appropriate COPA Section 61 Agreement with the Local Authority prior to commencing any work on-site. However if a Contractor does receive a COPA Section 60 Notice or an EPA Section 80 Noise Abatement Notice, they should immediately seek professional advice.

**Hann Tucker Associates**, the leading independent UK acoustic consultancy, can provide the necessary professional advice and assistance, including:

- Negotiating a workable COPA Section 61 Agreement.
- Environmental impact assessments.
- Noise, vibration & dust monitoring.

By using our specialist knowledge and expertise, unacceptable Local Authority Section 60 Notices can be avoided.

For more about us please visit: [www.hanntucker.co.uk](http://www.hanntucker.co.uk)



## Hann Tucker Associates

Consultants in Acoustics Noise & Vibration

Head Office:

Duke House, 1-2 Duke Street  
Woking, Surrey GU21 5BA

(t): +44 (0)1483 770595

(e): [enquiries@hanntucker.co.uk](mailto:enquiries@hanntucker.co.uk)

Manchester Office:

First Floor, 346 Deansgate  
Manchester M3 4LY

(t): +44 (0)161 832 7041

(w): [www.hanntucker.co.uk](http://www.hanntucker.co.uk)