LISTED BUILDING REPAIRS NOTICES

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ABBREVIATIONS

BPT Building Preservation Trust
CPO Compulsory Purchase Order
LBC Listed Building Consent
LPA Local Planning Authority
MBC Metropolitan Borough Council

FOREWORD TO THE 2018 WEB EDITION

The Institute's forerunner, the Association of Conservation Officers [ACO] originally published research and guidance on Listed Building Repairs Notices in 1992[1].

The guidance retains it's validity as the legislation has not changed in the interim, but the need to address the problem of historic buildings suffering from, or at-risk of decay remains an central heritage issue for appropriate heritage management. Furthermore, the procedural aspects and the detailed advice on specifying the content of the schedules for the full repair works contained in a Listed Building Repairs Notice continues to be as important a practical issue as when the report was first published.

The genesis for the research stemmed from the author's time as Borough Conservation Officer at Ipswich Borough Council where the first computerised local authority Buildings at Risk Register was piloted in 1986 with the support of the late Vanessa Brand, the Buildings at Risk Officer at English Heritage[2] and where it became readily apparent that data on the use of compulsory purchase powers for historic buildings was entirely lacking.

Postal research was undertaken with the informal support of the Borough Council. This may help to explain the strength of the response to the questionnaire and an exceptional feedback rate of 97% from English local planning authorities. The robustness of the data was probably the reason why the government chose to include the report as one of the formal references in Planning Policy Guidance Note 15: Planning and the Historic Environment - the only non-government publication to be thus cited.

With the support of Vanessa Brand, English Heritage generously underwrote an initial print run of 1,000 copies, on the understanding that every local planning authority in England would receive a copy and this was duly done.

Steady demand for copies of the publication subsequently appears to demonstrate the continuing relevance and value of much of the original research and guidance, particularly related to procedure and specification.

With the original print run now almost exhausted but requests for copies continuing it has been decided that the report should be made freely available on-line, but where necessary quotation from the report should acknowledge the original author as the source.

Bob Kindred MBE, Ipswich, November 2017

TECHNICAL NOTE ON 1992 EDITION

Readers should note that the 1992 edition refers to several British Standards in the text; particularly Section 24 regarding supporting information; and in specific repair clauses in the Appendix [on the specification of works]; that have subsequently been revised.

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[1] The ACO became the Institute of Historic Building Conservation in 1997.

[2] The designation and advisory functions of English Heritage were taken over by Historic England in April 2015.

It should also be noted that the main legal references in Section 32 have been superseded and definite legal advice can be found in *'Listed Buildings and Other Heritage Assets'* by Charles Mynors and Nigel Hewitson, Fifth Edition, Sweet & Maxwell 2017. Section 11 (pages 321-334). The ACO report is cross-referenced on page 322.

ACKNOWLEDGEMENTS (1992)
Hard-pressed Conservation Officers often receive questionnaires. If they only had time to complete them and return them, some useful answers would probably emerge about some of the problems they regularly face. Signifying a desire to see the results (by ticking a box), however, is no guarantee that any usable or accessible end product will emerge.

The aims of this study were not only to produce hard evidence about the use of the most powerful sanction open to a local planning authority - the threat of compulsory purchase of a historic building because of its owner's neglect - but to publish that evidence reasonably quickly after the event and in a form which would help Conservation Officers use those powers more frequently and more effectively.

Thanks are due to all those officers in local planning authorities that conscientiously ferreted out information – especially material in the form of Schedules of Repair. Although Council Committee reports were not specifically requested, these proved (with hind- sight) to be particularly useful. I am also grateful to the small number of Authorities who took the trouble to enclose copies of the Secretary of State's decision letters on Compulsory Purchase Orders.

The statistical basis of the study overall, was greatly improved by all the Authorities who also made nil returns, and I am grateful to the 60 or so Councils who made useful comments or suggestions or who gave the reasons why their Councils had not used their powers. These are dealt with in Part 3.

This study has been carried out in behalf of the Association of Conservation Officers outside a normal working week. I am consequently most grateful to all the ACO members who have offered help and support, together with the encouragement of my fellow Planning Officers at Ipswich Borough Council.

Throughout the study I was extremely fortunate to have the very considerable, practical support from Vanessa Brand, now Head of Publications at English Heritage, but until December 1991 Head of the Buildings at Risk Section. Vanessa and I both felt that the legislation is there to be used, especially with the Building Preservation Trust movement getting its second wind as a safety net for any buildings, which the local authorities might ultimately acquire. I am greatly indebted to her for her major contribution to the analysis of the results and advice and critiques during the writing of the report.

I would also like to thank Ann Rostron, Conservation Team Leader at Norwich City Council and John Selby, Principal Conservation Officer of South Cambridgeshire District Council for their help at important stages in the

development of the study.

I am also indebted to all those other people too numerous to mention who responded to follow up phone calls and letters. The results have emerged because so much help was so freely given by so many. The delay in producing the final report is mine alone. My excuse is that like almost all Conservation Officers I am very much a spare time author.

Bob Kindred, Ipswich, March 1992

PREFACE (1992)

How effective are full Repairs Notices in bringing about the repair of historic buildings? To protect them properly from neglect it is important to know how the law is being applied and how often; the types of buildings involved; typical time scales; rates of success and methods of approach.

It has been estimated by English Heritage from a sample of local authority Buildings at Risk surveys that about 7% or 37,000 of England's historic buildings are at risk of demolition from neglect, vandalism and lack of private & local authority finance. A large number of others are thought to be in a poor state of repair and liable to possible eventual collapse.

The Planning (Listed Buildings & Conservation Areas) Act 1990 gives local planning authorities two procedures under which action can be taken to secure a listed building. Under Section 54 [the old 'Section 101 Notice'] a local authority can ensure that urgent works are done to an unoccupied or partly occupied building and can reclaim the cost. Alternatively the Repairs Notice procedure leading ultimately to compulsory purchase can be used. This is a measure of last resort and the study aimed to quantify how often the full Repairs Notice procedure had been used and to establish how effective it had been.

Throughout this report the clause numbers of the 1990 Act have been quoted although the information requested was under the Town and Country Planning Act 1971, which was still in force during the study period. It has been widely thought that the powers under Section 48 have been used even less frequently than those under Section 54 but it is believed that no statistical research has ever been conducted by either the Department of the Environment or English Heritage or anyone else.

No evaluation of the effectiveness of the legislation or the procedures appears ever to have been attempted before. A frequently stated, but untested assumption has been that local planning authorities were failing to use their powers, but without any further investigation of why this was. This inactivity has been attributed in part to concern about the complexities of the legislative procedures and the likely eventual costs to the Authority. There has never been sufficient information on which to base any view.

Government advice on how to proceed is brief. Department of the Environment Circular 8/87 "Historic Buildings and Conservation Areas - Policy and Procedures" devotes just nine brief paragraphs out of 154 to explaining

how the legislation might be put into effect.

It is hoped that the conclusions drawn from this study will encourage more effective and frequent use of the legislation. The study is divided into four parts. Part One summarises the information gathered in answer to the questionnaire. Part Two discusses the nature of the repair schedules that many authorities returned with their questionnaire. This section is supported by Appendix F, which lists clauses lifted from these schedules. Part Three relates to the comments made about the procedures by many participants. Parts One to Three are, therefore, largely factual, describing the information gathered with some comments where conclusions can reasonably be drawn. Only in Part Four has an attempt been made to give guidance by the provision of a check- list based on the information derived from the survey.

Appendix A relates to the Willesborough Windmill case. Quotations from Lord Bridge's judgment are important in clarifying how the law may be used but, with this exception, readers must be aware that this first significant study of Repairs Notices relies almost entirely upon the information given by the participants. Part Four attempts to distinguish the best practice but in referring to it and when using Parts One to Three, readers must use their own judgment and, whenever they are in doubt, seek further advice. Particular caution is urged in regard to Appendix F where clauses are quoted as general examples, which have been used rather than as models for automatic imitation.

PART ONE – THE SURVEY RESULTS

1. INTRODUCTION

What is a Repairs Notice?
Under Section 48 of the Planning [Listed Buildings and Conservation Areas] Act 1990 a local planning authority can serve a notice setting out the repairs needed for the proper preservation of a Listed building. If the building is not repaired within two months the local planning authority may then serve a compulsory purchase order under Section 47 and, if the order is confirmed by the Secretary of State, proceed to acquire the building in accordance with the Acquisition of Land Act 1981. In cases where it can be proved that the building was being neglected deliberately in order to justify demolition for redevelopment, the Secretary of State can direct that the owner be paid only minimum compensation if compulsory purchase is confirmed.

When the Repairs Notice is served the owner has three main options: to comply with the notice; to do works which he or she considers necessary but which are not included in the notice; or to do nothing. If listed building consent has previously been refused or conditional consent given for works to the building or for demolition, the owner's right to serve a Purchase Notice under Section 32 can be considered. However, once the Repairs Notice has been served the owner must wait for three months before serving a Purchase Notice. This permits the local authority to act first and to use the compulsory

purchase procedure.
The procedure is designed to allow a local authority to ensure that a listed building is properly preserved and not allowed to deteriorate by its owner's inactivity whether by accident or design. The mechanism involved is compulsory purchase initiated only after the service of a notice setting out the repairs needed. As Lord Bridge said in the House of Lords in the Willesborough Windmill case (referred to in Appendix A of this report):

> *"A repairs notice is in no way either penal or coercive; it is a procedural preliminary to compulsory acquisition designed to give the owner the opportunity, if he chooses, to undertake the works reasonably necessary for the proper preservation of the building as an alternative to selling it at its market value to the acquiring authority*".

As well as the building the authority can include land which is "required for preserving the building or its amenities, or for affording access to it, or for its proper control or management".

Even if he does not comply with the Repairs Notice the owner can oppose the acquisition of the property in a number of ways and at different stages. As soon as a CPO is served he can make out a case in the Magistrates that the building is being properly preserved or use the same argument at a public inquiry before the Secretary of State; at public inquiry he can argue that the works proposed would not properly preserve the building; or he can argue that the building is not one that should be preserved.

The Secretary of State must be satisfied that it is expedient to preserve the building. His decisions and the advice in Circular 8/87 show that he is reluctant to confirm compulsory purchase orders unless it is clear both that the owner is not taking action to preserve the building and that the local authority will be able to do so whether by its own action or by selling the building to a new owner to repair. The nature of the procedure is such that any building is likely to be in relatively poor condition. The Secretary of State wishes to be satisfied that it is capable of repair and that the money will be available. In all cases it is desirable that there should be a scheme of repair and where appropriate, proposals for the use of the building and an identified body or person who will implement the proposals. Under S.53 an authority may make such arrangements as to the building's management, use or disposal as they consider appropriate for the purpose of its preservation.

The repairs notice procedure is not a way of subsidising the uneconomic repair of a building which is in a very condition, although where an owner has deliberately neglected a building in order to redevelop the site, the procedure for minimum compensation prevents the owner from benefitting from his action. Authorities will make the best use of the procedure if they are in contact with owners whose buildings show signs of being neglected. They will then be able to consider using the repairs notice procedure as soon as it becomes reasonably clear that an owner is not going to take action.

At any time, the local authority may arrange to purchase a historic building by agreement under S.52. The building does not have to be listed but must appear to the authority to be of special architectural or historic interest.

Some financial support for authorities is available. English Heritage can give grant aid towards an authority's acquisition costs of a building and in certain circumstances it will offer a grant to a local authority taking action under Section 54, although in most cases the authority would expect to recover the cost of repairs from the owner.

2. BACKGROUND TO THE 1990-91 SURVEY

The study covers the period from April 1st 1984 [to coincide with the establishment of English Heritage] until March 31st 1990. Some useful material was supplied for periods outside these dates. This was excluded unless a significant part of the case in question came within the time scale.

A period of six years was considered a reasonable time span for the survey. A shorter period might not have reflected the nature of the time consuming nature of the administrative and legal processes and the allowance for challenges by an owner. Too long a period would too greatly have taxed the memories, patience and the filing systems within the local authorities.

During October and November 1990 a two-part questionnaire of 24 questions, was sent to all 405 English local planning authorities and [later] the London Division of English Heritage. For various administrative reasons it did not prove possible to write individually to all members of the Association of Conservation Officers as had been intended [in the majority of the LPAS where that represented]. Most forms were directed in the first instance to Chief Planning Officers.

A deadline was set for 21st December giving between 6 and 9 weeks for a reply. The accompanying letter emphasised the importance of achieving a definite response, with a nil return being considered more valuable than no return at all.

By this first deadline 57% of Authorities had responded. As the level of non-returns by that stage would have given too large a margin of statistical inaccuracy in interpreting the final picture, it was decided to circulate reminding letters and extend the deadline to 3lst January 1991. This improved the response to a creditable 87%. Authorities who failed to respond despite the reminder are listed in Appendix B.

Table 2.1 Overall response to the study
Authorities 405 – Response 353 [87.2%]

	LPAs	Replies	%
Shire Counties	39	36	92
London Boroughs & English Heritage (London Division)	34	30	88
Metropolitan Districts	36	26	72
Shire Districts	296	261	88
TOTAL	405	353	87

The final level of returns of the questionnaires was better than anticipated at the outset. It is hoped that the statistical basis of the study therefore has a reasonable level of robustness.

In outline, the information requested was as follows.

- Number of Repairs Notices authorised and actually served [Questions 1 & 2].
- List Grades and types buildings [Questions 3 & 4].
- Whether a preceding Urgent Works Notice had been used and the time lapse between the two [Questions 5 & 6].
- How the need for action had been identified (e.g. a risk survey) [Question 7].
- Whether any other supporting legislation was used [Question 8].
- Whether the scale or urgency determined the action [Question 9].
- The nature of the required repairs [Question 10].
- The extensiveness of the initial survey [Question 11].
- How a clear & concise a schedule was prepared [Question 12].
- Whether a warning letter was sent before the formal Notice [Question 13].
- How the works were priced and by whom[Question14].
- Whether the works in any Schedule were challenged [Question 15].
- How often the works were done by the owner [Question 16].
- How many CPOs were served [Question 17].
- Whether any case involve minimum compensation [Question 18].
- Who did the repairs [Question 19].
- If the Council sold the building on and if so to whom [Question 20].
- Whether the Council allocated any specific funds in advance [Question 21].

In addition to the statistical information, local planning authorities were asked to return copies of Schedules of Repair; comments on pitfall and suggestions for recommendations for changes in procedures. Because of the help and enthusiasm of the contributors, it has been possible to outline an approach to the preparation a typical Notice and procedures. A checklist and some approaches to Repairs Notice Schedule clauses have also been suggested. It is hoped these might in future assist local authorities who have not used the legislation before.

3. LEVELS OF ACTIVITY AMONG THE ENGLISH LOCAL PLANNING AUTHORITIES [TOTAL NUMBER OF NOTICES AUTHORISED AND SERVED]

There is little reason to doubt that a significant number of historic buildings in England are in a poor physical condition. If the estimates that approximately 37,000 buildings at risk are correct, it would be reasonable to assume that local planning authorities would be using their statutory powers to the full to protect our heritage for future generations to enjoy. Alas this seems far from being the case.

Repairs' Notices Authorised

Although at some point just under one-third [31%] of all English LPAs authorised the service of a Repairs Notice, only 287 buildings were involved. In only five Authorities (all Shire Districts) did the number of buildings run into double figures, and between them they accounted for 88 [or 30%] of all the Notices authorised. Fifty-six LPAs [19.5%] authorised just a single action each, over the whole six year period.

Table 3.1 Repairs Notices Authorised & Served 1984-1990
[English Local Planning Authorities - 405]

Positive responses 110 [31.16%] from a total of 353 responses.
Positive responses as % of all English Local Planning Authorities [27.1%]

TOTAL NOTICES AUTHORISED - 287
[Average: 2.2 per active Local Authority - excluding South Cambridgeshire]
[Average: 0.60 for all Local Authorities - except South Cambridgeshire]

TOTAL NOTICES SERVED - 162
[Average: 1.34 per active LA – excluding South Cambridgeshire]

Order of magnitude:	Authorised	Served
South Cambridgeshire	40	17
Boston	13	7
Norwich	13	8
Swale	12	9
East Cambridgeshire	10	5
Braintree	7	2
Chester	7	6
Sevenoaks	6	5
Wycombe	6	-
REMAINDER		
	5 [x 5]	5 [x 1]
	4 [x 2]	4 [Nil]
	3 [x 9]	3 [x 4] + 1 being served
	2 [x 28]	2 [x 19]
	1 [x 56]	1 [x 50] + 1 being served

NOTE 1: Excludes Gedling DC & South Tyneside MBC which supplied information for 1982-83 and Newcastle-under-Lyme BC for 1980. Bury MBC and Barrow BC had served their Notices after the survey closing date i.e. 1990, and Kent CC, which supplied material on behalf of Sevenoaks [qv]; Gravesend (2) and Hemel Hempstead [?].
NOTE 2: The survey results also excluded Urban Development Corporations and the National Park Planning Boards.
NOTE 3: Among the Councils that served two Notices, Macclesfield BC and South Derbyshire DC, each served two Notices on the same building.
NOTE 4: In calculating averages etc., South Cambridgeshire District Council has been excluded because their level of activity is so much higher that the next most active authority, and very much higher than the norm, that inclusion would have distorted the statistics for the rest of England.

In two ways the figures in Table 3.1 are quite encouraging. They suggest that a higher proportion of LPAs than expected were aware of the problem buildings within their jurisdiction, and of the scope of the powers open to them. The figures are also disturbing. It surely cannot be the case that two-thirds of English LPAs have no problem buildings or possess exceptional powers of persuasion and negotiation with recalcitrant owners? With the overall number of problem buildings thought to exist it would take local authorities several centuries to deal with the remaining problem properties at the same rate, assuming the will to tackle them existed in the first place.

It also suggests that the law is not being used effectively to protects and preserve historic buildings. Perhaps the majority of local authorities will not use their powers because they are worried that the Compulsory Purchase provisions will eventually leave them with a building they neither want nor are anxious to repair themselves. They may not realise the potential for finding a new owner of for using the help of a Building Preservation Trust.

Repairs Notices Served
By authorising a Notice, a Council has signaled an intention to enforce full repair. This appeared to have a dramatic impact on the owner as it is clear

that at least some work was then done to many of the buildings. There were 129 instances where a Notice authorised by a Council was not actually served. In South Cambridgeshire over half of the cases, (23 out of 40) were resolved because of the authorization alone.

Table 3.2 sets out the details of which Authorities authorised Notices [Q1]; how many were subsequently served [Q2]; the List Grade of the building [Q3]; how many Section 54 Urgent Works Notices preceded a Repairs Notice [Q5]; the time limit between the two - in months [Q6]; and the broad building type e.g. shop, malting, house etc.

Table 3.2 The Active Authorities 1984-1990

Authority	Q.1	Q.2	Q.3 - Listing			Q.5	Q.4
			2	2*	1		
Arun	1	-	1	-	-	1	*Pair of houses*
Basingstoke & Deane	1	1❖	1	-	-	-	*Watermill (& house)*
Bassetlaw	3	-	3	-	-	1	*House; 2 shops (with living accom.)*
Bath	2	2	2	-	-	2	**2 houses**
Berwick on Tweed	2	1	-	2	-	-	**Hospital; country mansion**
Birmingham	2	-	2	-	-	-	**Farm buildings; warehouse**
Bolsover	3	3	3	-	-	-	**House; shop; ex-school**
Boston	13	7	13	-	-	1*	**Twelve dwellings; Almshouses**
Bournemouth	1	1	1	-	-	-	*Large façade of old theatre*
Braintree	7	2	7	-	-	1	*Four houses; shop; church; wall*
Brentwood	1	-	1	-	-	-	**Model farm buildings**
Bridgnorth	1	-	-	1	-	1	*Clay pipeworks & kilns*
Broadland	2	2	2	-	-	-	**Brick wall; flint wall**
Bromley	2	-	2	-	-	-	*Two houses*
Broxboune	1	1	1	-	-	-	**Lodge**
Calderdale	4	3	2	1	1	-	**Two houses; barn; pottery**
Cambridge	1	-	1	-	-	1	*Two mid-terrace houses*
Canterbury	1	1	1	-	-	-	**Farmhouse**
Charnwood	1	1	1	-	-	1	**Shop (formerly cottage)**
Cheltenham	5	2	5	-	-	-	*Three houses; shop with dwelling; offices*
Cherwell	1	1	1	-	-	-	Outbuildings to Inn
Chester	7	6	5	2	-	-	**2 manorhouses; wareho.; 2 houses, shop, hotel**
Chesterfield	3	-	2	1	-	-	*Two houses; hospital chapel*
Chichester	1	1	1	-	-	-	*House*
Cleethorpes	1	1	-	1	-	-	*Windmill*
Colchester	1	1	1	-	-	-	*Brewery/maltings*
Crawley	1	1	1	-	-	-	**House**
Daventry	1	1	1	-	-	-	*Public House*
Derbyshire	2	2	2	-	-	1	*House; former railway station*
Derbyshire Dales	2	2	2	-	-	1	***Coach house to Public House; house***
Derby	2	2	2	-	-	2	**Farmhouse & outbuildings; cottages**
Doncaster	1	-	1	-	-	-	*Farmhouse*
East Cambridgeshire	10	5	10	-	-	-	*Seven houses; two barns; dovecote*
East Dorset	1	1	1	-	-	1	**House**
East Northants	2	1	2	-	-	-	**Two houses**
Eastleigh	1	1	1	-	-	-	*Church*
Exeter	2	-	2		-	1	**Two houses**
Forest of Dean	3	2	3	-	-	-	**Three houses**
Gateshead	1	1	1	-	-	-	**Stable block**
Glanford	2	2	2	-	-	-	*Two houses*
Great Yarmouth	1	1	1	-	-	-	**Shop with dwelling**
Hart	1	1	1	-	-	-	**House**
Horsham	2	-	-	2	-	1	*Two schools*
Ipswich	1	-	1	-	-	1	*Shop & warehouse*
Isle of Wight	3	1	3	-	-	-	**Hotel;** [two others not defined]
Islington	2	-	2	-	-	-	*Commercial (but derelict)*
Kennet	1	1	-	1	-	-	Offices (former shop)
Kingswood	2	2	2	-	-	-	**Farmhouse; Sunday School**
Kings Lynn & W Norfolk	1	1	1	-	-	-	**House**
Langbaurgh-on-Tees	1	1	1	-	-	-	*C17 walled four acre kitchen garden*

Leeds	2	2	2	-	-	-	*House, office block*
Leicester	1	1	1	-	-	-	**Shop**
Leominster	1	1	1	-	-	-	*House*
Lewisham	1	1	1	-	-	-	*House*
Macclesfield	1	2⊕	1	-	-	-	*Farmhouse*
Melton	2	2	1	1	-	-	*Shop; house*
Mid Suffolk	3	-	2	1	-	-	*Two houses; Folly tower*
New Forest	2	1	2	-	-	1	**Farmhouse; barn**
North Cornwall	2	-	1	1	-	-	*House; harbour offices*
North Devon	1	1	1	-	-	-	*House*
North Hertfordshire	1	1	-	1	-	-	*House*
North Warwickshire	1	1	1	-	-	-	*Ex-school*
North Wiltshire	4	2	1	2	1	2	**Two manor houses; house;** *barn*
Northavon	1	-	1	-	-	-	**House**
Norwich	13	8	13	-	-	2	**Seven shops; two houses;** two stores; chapel
Penwith	1	1	1	-	-	-	*House*
Reigate & Banstead	2	2❖	2	-	-	-	*House; watermill*
Richmondshire	1	1	1	-	-	-	*House*
Rochford	1	1	1	-	-	-	**House**
Rossendale	1	1	1	-	-	1	**Multi-storey former textile mill**
Rother	1	1	1	-	-	-	**Warehouses**
Salisbury	1	1	-	1	-	1	**Pub and brew house**
Sandwell	1	1	1	-	-	1	*Lodge*
Scarborough	1	1	1	-	-	-	*Hotel*
Sedgemoor	1	1	-	1	-	-	**Palladian Garden Temple**
Sevenoaks	6	5	5	1	-	-	*Five houses; shop*
Sheffield	2	-	2	-	-	-	*Factories*
South Cambridgeshire	40	17	40	-	-	-	*34 houses; 2 dovecotes, windmill, forge etc.*
South Derbyshire	3	2⊕	3	-	-	-	**House;** *farmhouse; house & tearoom*
South Norfolk	1	1	1	-	-	-	**Rectory**
South Northants	2	1	2	-	-	-	**Two houses**
South Oxfordshire	3	1	1	2	-	-	*Hotel;* **former school; house**
South Shropshire	5	5	4	1	-	-	*Manor house; bank; Public House, barn; house*
South Somerset	5	3	4	1	-	1	**Lodge; two houses**; shop; **Market Hall**
Southend-on-Sea	1	-	-	1	-	-	*Redundant church*
Staffordshire Moors	1	-	1	-	-		*Aisled barn*
Stoke-on-Trent	2	-	1	1	-	2	*Methodist Church; bottle ovens*
Suffolk Coastal	3	3	3	-	-	-	*Three cottages*
Swale	12	9	12	-	-	-	*Six houses; three shops; 3 unspecified*
Taunton Deane	1	-	1	-	-	-	*House*
Tendring	1	-	1	-	-	-	**House**
Test Valley	2	2	2	-	-	-	*Two cottages*
Thanet	1	1	1	-	-	1ℵ	**Large detached house**
Thurrock	1	1	-	1	-	-	*Cottage*
Tonbridge & Malling	1	-	1	-	-	-	*House*
Torridge	1	-	1	-	-	1	*Pair of cottages*
Trafford	1	1	1	-	-	1ℵ	**Farmhouse**
Vale of White Horse	2	2	2	-	-	-	*House. United Reformed Church*
Walsall	3	2	3	-	-	1	**Public House; shop;** *factory*
Waveney	1	1	1	-	-	-	*Net store*
West Dorset	1	1	1	-	-	-	*House*
West Lancashire	2	1	-	2	-	-	**Stable block; Hunting Lodge**
West Lindsey	2	-	2	-	-	1	**Three cottages**
Westminster	2	-	1	1	-	-	*Ex-hospital; shop with living accommodation*
Weymouth & Portland	1	1	1	-	-	-	**House**
Wigan	1	1	-	1	-	-	**Manor house**
Worcester	5	1	4	1	-	-	*Offices; thee houses; Meeting Hall*
Worthing	2	2	2	-	-	1	**Shop; hotel**
Wycombe	6	-	6	-	-	-	*Four farmhouses; bridge; flat over shops*

Notes on the Table

Q.1 = S.48s Authorised; Q.2 = S.48s Served

❖Section 48 Notice in the process of being served

* Three others pending at 12/1990

⊕ Two S.48 Notices served on the same building

ℵ Section 48 Notices preceded a Section 54 Notice

4. HOW THE DIFFERENT TYPES OF AUTHORITY RESPONDED

Shire Counties
Initially there were doubts about including Shire County Councils in the survey. Informal preliminary soundings suggested that while they usually advised and assisted their Districts, they would not normally take action themselves, but some used their County Conservation Forums to support the Districts. Only three counties failed to reply with information about their own activities.

As expected there has been little direct activity at County level despite in some cases substantial resources being devoted to historic building conservation. Some counties concentrated their efforts on countywide Buildings at Risk Registers and several had their own revolving funds. Both initiatives were effective in overcoming an element of political inertia; a lack of will and/or a lack of resources that often appeared to exist at District level. Nevertheless it remains the case that irrespective of the view expressed by a number of County Councils that it was for Districts to use the legislation, it is open to the Counties to use the powers more often, and step in when Districts fail to meet their statutory responsibilities.

It was encouraging to find that Lancashire CC were contemplating taking action [albeit reluctantly], on a Grade I building. Derbyshire was the only replying county to have authorised and served [two] Repairs Notices during the study period, but one of these was eventually abandoned in favour of an Urgent Works Notice. Norfolk, which did not respond to the survey, was known to have served one Notice.
The Isle of Wight had also taken action under the legislation [three authorised and one served], but the administration of the planning powers of the island is slightly unusual. A joint planning technical unit operates on behalf of the County and both the Districts (Medina and South Wight).

London Boroughs
In London the level of activity was disappointingly low. There are 33 London Boroughs together with the London Division of English Heritage, (which had identical powers inherited from the former Greater London Council). Of the 30 replies only Lewisham had authorised and served a Notice within the study period. Islington and Westminster had authorised two but not served them, while Bromley had authorised two recently and was still considering whether it would serve them.

Metropolitan Districts
The overall picture of the activities of the Metropolitan Districts is less clear because the response to the questionnaire was significantly lower than for other types of Authority. Only 26 of the 36 Council's replied.

Ten Councils had authorised Notices. It was disappointing to have so few returns from the heart of the industrial north - West Yorkshire and Greater Manchester/Merseyside especially - given the concentrations of Listed buildings in those areas and the likely numbers at risk.
All the authorities deciding to authorise Notices had gone on to serve them

except Birmingham where the two did not need to be served when the necessary work was carried out; Doncaster, where again the threat was sufficient; and Walsall, where one out of three was not finally served. Calderdale had one Notice pending at the end of the study period.

As the ten active Councils represent 27% of the total Metropolitan Districts and 40% of those replying, it is reasonable to assume that at least some of the remainder were also active although presumably not to any significantly greater degree.

Shire Districts
It is worth noting that during the study period over one-third of the Districts replying had used the legislation at least to the point of authorising one or more Notices. This was a higher level than had been anticipated.

Despite a response of nearly 90%, several Authorities known to be active during the study period did not reply, including Ashford Borough Council. Although action started on Willesborough Windmill before 1984 the case is of great legal interest and is referred to elsewhere [Appendix A]. Also North Shropshire District Council did not respond, but their 'cause celebre' - Pell Well Hall, Market Drayton began well before the period of study and continued after it had finished!

As can be seen from Table 3.1 above, some Councils have used the legislation to good effect. A large proportion have at least authorised a Notice on one occasion, and several more than once, but much needs to be done to improve the rate of performance.

Table 4.1 Activity over the study period 1984-1990

	Total LAs	Responses	Active LPAs	Actions	Served
Counties	39	36	2	5	3
London	34	31	4	7	1
Metropolitan Districts	36	26	10	18	13
Shire Districts	296	260	94	257	147

The 'nil" returns
The local planning authorities making nil returns (i.e. the majority not resorting to formal action between 1984 and 1990) should be mentioned at this point.

Even though considerable, apparent inactivity is evident, this was not necessarily the case and there might be a number of reasons for such a response. Some LPAs had clearly been successful in threatening action without needing to formally authorise a Notice. In others, staff skillfully negotiated appropriate repairs and/or grant aid, or encouraged sale to a third party so that further action was not required. Other factors included the number and/or condition of Listed buildings in the Authority's area. Some had so few that the legislation was not needed.

Several mentioned that their biggest problem was not lack of repair and maintenance but over-restoration. A buoyant property market had ensured that any building previously in poor condition had been repaired. [It is noteworthy that the recession which brought the 1980's development boom to an end, forced several authorities to consider Repairs Notices for the first

time when market conditions failed to offer the solution.]

By far the issue most frequently identified by those Authorities who had decided not to take formal Repairs Notice action was a fear of the financial implication of CPOs usually combined with a comment about a lack of political will. Eighteen of the 58 Councils replying (31%) gave this as their reason.

Even after all these factors are taken into account, it remains evident that most LPAs have not been using the legislation and are about the implications of becoming responsible for the repair of the building if Compulsory Purchase were confirmed.

5. LISTING GRADES OF BUILDINGS

Table 5.1 shows the relationship between the List Grades Grades of buildings nationally and those on which Repairs Notices were authorised.

Only two buildings were Listed Grade 1, representing a much smaller proportion than those Listed nationally. Both were Manor houses situated in Calderdale MBC and North Wiltshire DC respectively.

Conversely the number of Grade 2* buildings was twice the national average at that grade. This may reflect an Authority's perception that such buildings were of disproportionately greater importance because of the '*'. Alternatively, it may reflect the fact that some Authorities undertaking Buildings at Risk surveys concentrated on Grade 1 and Grade 2* buildings first; but if this were the case might more Repairs Notices on Grade 1 buildings have been expected?

Some respondents who dealt with Grade 2* and Grade 2 buildings failed to distinguish which were which, but it seems that only about seven of the 32 Grade 2* buildings were domestic in type. The majority of the remainder were a miscellany of three schools (two in the same District - Horsham) and one of c.1567 (South Oxfordshire); two Churches; a Meeting Hall; a Folly Tower; a Palladian Garden Temple; and a Windmill.

Table 5.1 List grades of all buildings
[Grades for all the buildings on which Notices were authorised]

	% total LBs	Nos.	% of grade
Grade 1	2.5	2	0.70
Grade 2*	5.2	32	11.15
Grade 2	92.3	253	88.15

Note 1: National average percentage figure in column 1 represents national total; of listed buildings – estimated at 500,000 properties rather than Listing entries.
Note 2: The figures for the Grade 2* buildings include on upgraded from Grade 2.

6. TYPES OF BUILDINGS INVOLVED

A few respondents were unspecific about building type, using phrases such as

'commercial but derelict' or 'residential' so a little latitude has been taken on the descriptions within the four main groups as set out in Table 6.1 below. The building types involved are also set out in Table 3.3. Where the building type was not specific but was in more than one use e.g. 'mainly residential with two office tenants' the predominant use is noted. Where there were different uses on different floors e.g. "shop with brothel over', as in one central London Borough, the ground floor use was noted.

An index of more specific building types cross-referenced by local authority appears as Appendix E to enable a check to be made of whether a similar a building has already been tackled and where.

The majority of Listed buildings in England are in domestic use. As might be expected the largest category of building type on which Repairs Notices were authorised was residential. As the precise description of the dwelling type varied, only Manor-houses were identified separately.

Table 6.1 Building Types on which Notices were Authorised
[with some interpretation of the descriptions given]

Domestic		
Houses, cottages, lodges etc.	166	
Manor houses	9	
	175	60.97%
Commercial		
Shop with living accommodation etc.	28	
Public Houses	4	
Offices	4	
Hotels	4	
Banks	1	
Market house	1	
Other commercial (including storage	5	
	47	16.37%
Industrial etc.		
Barns and farm buildings	10	
Factories, textile and other mills	4	
Warehouses	3	
Watermills	2	
Windmills	2	
Bottle ovens (pottery industy)	2	
Forge	1	
Brewery/maltings	1	
Net store	1	
Clay-pipe works, kilns and stacks	1	
	27	9.40%
Miscellaneous		
Redundant churches and chapels	7	
Ex-schools	5	
Stable blocks, coach houses etc.	4	
Dovecotes	3	
Ex-military hospital	1	
Ex-hospital [now hotel]	1	
Chapel to a hospital	1	
Façade of a theatre	1	
Former railway station	1	
Bridge	1	
Hostel	1	
Meeting House	1	
Folly	1	
Garden buildings, walls etc.	6	
	34	11.84%
Others		
Unspecified [Swale Borough Council]	3	1.04%
TOTAL	**287**	

7. USE OF COMPLIMEMENTARY URGENT WORKS NOTICES UNDER SECTION 54

Several authorities who did not use Repairs Notices did supply information about Urgent Works Notices under Section 54. These are only capable of implementation on vacant or partially occupied buildings. It is noteworthy that comments accompanying the replies suggest a substantial lack of and expertise in using the latter powers, which were as significant as that for Full Repairs Notices Under Section 48.

This survey considered Urgent Works Notices only to determine if the LPAs thought it necessary to use them in advance of a requirement to undertake full repair. To keep the questionnaire to a manageable length, no additional research was done on Section 54.

While some Councils have experience of both forms of Notice (and it had been assumed that the threat or use of Urgent Works Notices was widespread), it now appears that large numbers of LPAs have never used either part of the 1990 Act. This is clearly an area where further research is now needed.

Before the Planning (Listed Buildings and Conservation Areas) Act 1990 came into force, Urgent Works Notice provisions preceded Full Repairs Notices in the layout of the Acts. Did the Parliamentary draughtsmen envisage a linked two-stage process with the principle that urgent works of preservation would be invoked before the much more draconian powers of full repair (and perhaps Compulsory Purchase)? Some Authorities seemed to believe in such a logical progression even though this ended when the 1990 Act placed the Repairs Notice clauses first.

Sixteen LPAs cited action under the Urgent Works Notice provisions (Section 54) *as an alternative* to a Repairs Notice but this was not common. In two authorities the former had been used on a number of occasions because they found that Notices did not need to be served, with the work being done by the owner in each case. They were seen as reasonably effective in securing urgent protection but the long term future of Buildings at Risk were considered to depend on negotiation/perception.

Only 31 Authorities used an Urgent Works Notice prior to a Repairs Notices on a building, and only 40 Urgent Works Notices had been used in total.

Only 6 LPAs had used the procedure of joint Notices on the same building with any degree of regularity as set out in Table 7.1 below.

Table 7.1 Instances where both Urgent Works and Full Repairs actions were taken on the same building

	S.54 Notice	S.48 Notice Authorised	S.48 Notice Served
Chesterfield	3	3	-
Worcester	3	5	1
Bath	2	2	2

Derby	2	2	2
North Wiltshire	2	2	4
Norwich	2	13	8
Stoke on Trent	2	2	-

Of the remainder, Boston. Derbyshire and East Dorset served their Urgent Works and Repairs Notices simultaneously. Boston had a further three Urgent Works Notices pending which it also intended to serve simultaneously [December 1990].

In one or two cases the Authority became sufficiently concerned about the length of time it was taking to complete the Repairs Notice procedure relative to the stability of the condition of the building, that it was felt necessary to serve an Urgent Works Notice to hold the condition of the building after the Repairs Notice had been served.

Braintree served one Repairs Notice just 7 days after an Urgent Works Notice. Two LPAs served Full Repairs Notices and then followed up with Urgent Works Notices afterwards [Thanet & Trafford]. Six Authorities authorised an Urgent Works Notice but did not go on to serve it.

In two cases, Derbyshire and North Devon, actions that had started by the Councils authorizing Repairs Notices were concluded by these eventually being abandoned in favour of Urgent Works Notices.

Policy considerations
It seemed that the policy of several Authorities was to treat the relationship between Urgent Works Notices and Full Repairs Notices as a direct one. The two Notices would act in a complementary fashion either by being served simultaneously or in response to rapidly changing circumstances such as the rapidly deteriorating condition of the building. This approach has much to commend it if the administrative procedures are in place, but it is surprisingly little used.

When both types of Notice were authorised at the same time it is not clear whether this was intended to pressurise the owner into taking action; or because the LPA remained unsure about which piece of legislation might in the end be more appropriate, or some other reason.

Urgency
If urgency had been the Council's reason for initiating a Repairs Notice, [Section 8 below], it might be reasonable to have expected them to also have served an Urgent Works Notice to halt the deterioration; but of the 38 Councils who were prompted by the urgency of the problem, only 9 served a supporting Urgent Works Notice.

Table 7.2 Timescale between serving an Urgent Works Notice and associated Repairs Notice action

Timescale in months	Simult.	2	3	6	7-15	22-25	30-36	48	N/S	Total
Domestic	3	2	2	2	2	5	1	1	2	20
Commercial	-	-	1	-	2	-	2	-	1	6
Industrial	-	-	-	2	-	1	-	-	1	4

Miscellaneous	2	-	-	2	-	1	-	-	1	6
Unspecified	-	1	-	-	1	1	-	-	1	4
TOTAL	**5**	**3**	**3**	**6**	**5**	**8**	**3**	**1**	**6**	**40**

Note: N/S = Timescale not stated

No clear conclusion can be drawn from the small number of buildings involved but it would seem that after failing to make any progress following the service of an Urgent Works Notice, more Authorities finally decide to proceed with the Full Repairs Notice after about 6 months but especially after 18 months to two years and especially in the case of premises in domestic use.

Only a minority of authorities used the Notices in a complementary fashion and in most cases this does not seem to have been part of a coordinated strategy.

In conclusion it would seem that: [a] few local authorities regularly use the two types of Notice in a complementary fashion; [b] when they are used it is because the alternative of proceeding to CPO would take too long; [c] that there is no relationship between the urgency of dealing with a problem building and the use of Urgent Works Notices; and, [d] there is a lack of a coordinated timescale.

8. IDENTIFYING THE BUILDING FOR ACTION

In the proper discharge of its' functions, the deteriorating condition of a historic building should sooner or later come to the attention of a local planning authority. The questionnaire asked how the need for a Repairs Notice was defined or described, for example by the outcome of a Buildings at Risk Survey or from concerns of the general public.

Eighty-six of the 110 active Authorities identified specific factors either singly or in combination as set out in Table 8.1 below.

Table 8.1 Main reasons for the threat coming to light

Reason given	**Numbers**
Local representations only	20
Buildings at Risk Survey only	14
Observations by the local planning authority	12
Combination of BAR survey & local representations	11
Combination of LPA observation & local representations	9
Refusal of Listed Building Consent or Planning Permission	6
Failure of negotiations	5
The building being described as 'being at risk' [1]	4
Inactivity of the owner	4
As the result of serving an Urgent Works Notice	3
Other general comments	11

Note: [1] Phrase 'being at risk' implies a B-A-R Survey might have been done but may just be the LPA observation of specific buildings

External reasons (outside the local authority)
These responses suggest two points in particular. Firstly there is the issue of support and cooperation beyond the Authority itself. It should hardly be necessary to stress the importance of gaining the cooperation of the general

public and local specialist interest groups such as Amenity Societies, particularly if there has been mutual distrust concerning the Authority's past commitment to saving buildings at risk.

For some Authorities at least, it would seem that an outside complaint about the condition of a historic building is the first indication that it has a problem. Such information gathering could be particularly useful to LPAs with either large numbers or widely scattered Listed buildings [or both] if such a source could be tapped.

In two cases [Brentwood and Hart District Councils] the need for a Notice stemmed specifically from representations from the building tenant.

Only one Authority [Wigan MBC] referred to a specific organisation [Wigan Civic Trust] making a representation. Clearly there is a case for encouraging greater interest and involvement by Amenity Societies and especially Building Preservation Trusts.

Reasons within the local planning authority
The second point is that for at least 25 Authorities, the buildings came to light as a result of a Buildings-at-Risk Survey and in just under half these cases this was with the support of - or by being alerted by - a local representation. A number of other Councils also mentioned the building having been the subject of 'casual' or 'general observation", 'vigilance', 'outline inspection'. 'pressure from officers' etc. but seemingly not within the context of any overall survey. Again a number of these examples were reinforced by local representations.

In only six Authorities was the refusal of either Listed Building Consent or Planning Permission for unacceptable or damaging proposals cited as the reason for considering action. This seems a surprisingly low figure.

Only five mentioned failure of negotiations as the main trigger for Repairs Notice action. Perhaps it is axiomatic that in a process which seems for many hard pressed Councils to start with a warning letter followed by a formal threat of legal action, the time for negotiation would begin in earnest only after the Notice had been served. This may be linked to a lack of professed concern at the owner's failure to act in response to any of these earlier stages.

The preceding Section already indicates a weak relationship between the use of Urgent Works Notices and Repairs Notices even allowing for the fact that the former can only be used on an unoccupied building or the disused part of an occupied one.

Reasons within the Local Authority generally
Section 56 of the 1990 Act requires a local planning authority to using its planning powers under Sections 47 & 48 or 54 to protect a listed building before taking any steps to serve a Dangerous Structures Order under the Building Acts. One Repairs Notice in both Braintree and Daventry was considered a necessary alternative to a Dangerous Structures Notice [a shop and Public House respectively]. In Leominster the reason given was that the

building was 'crumbling onto the public highway'; in Eastleigh it was fire damage and loss of the roof.

In just two cases the buildings were identified for action because of the activities of Environmental Health Officers. In Weymouth and Portland, the situation was highlighted because of a Housing Repair Grant survey, while in Bath it was because of joint Conservation Section and Environmental Health Section pressure within the City Council.

This last point is an interesting one as in only this one instance was a Local Authority Housing or Environmental Health Department involved at the preliminary survey stage despite the fact that 60% of all Repairs Notices authorised, relate to residential property. It is worth noting that several Authorities covering large geographical areas supply B-A-R forms to their Environmental Health and Building Control colleagues to help identify potential problem buildings e.g. at Mid Suffolk DC. The Conservation Officer then follows these up before any further inter-Departmental action is taken.

It is equally surprising that the relationship between Planning legislation and the powers and functions of the Public Health and Housing Acts are so weak and raises the question of how many more Listed buildings in need of full repair could be dealt with under the Housing or Public Health legislation? Paragraph 5 of Circular 8/87 urges local authorities to "make diligent use of all the powers available to them". This is an area that needs further research.

9. REASONS FOR TAKING ACTION

By identifying a building as being a potential candidate for a Repairs Notice, a Council will have been influenced initially by two factors in particular; the urgency or the scale of the works required to save the building. Both might have been given equal weight or there might be other more specific reasons for taking action.

Looking at the top nine authorities responsible for authorising 40% of the Notices between them, the most active – South Cambridgeshire [40 Notices authorised] - Boston [13], Chester [7] and Sevenoaks [6] all identified both factors as equally important. (These four Councils accounted for nearly a quarter of all the actions initiated). Altogether 35 Councils thought the urgency and the scale of the problems had equal weight.

Out of the 110 active LPAs, 42 considered urgency to be of greatest importance. This is despite a clear perception [reinforced by comments made elsewhere in this report on the present procedures] that the Repairs Notice process is both slow and time consuming if an owner is un-cooperative. Perhaps it also reflects the last ditch nature of using these powers and a lack of an overview of the condition of Listed buildings within the Council's area.

Only 15 Councils considered scale to be the principal factor but this included Norwich which stated it to be the more important issue in almost all of its 13 authorised cases, and East Cambridgeshire in its ten.

Seventeen Authorities did not respond directly. Six failed to answer but of the remainder, but of the remaining eleven, eight cited a combination of the owner's attitude, failure of negotiations or an exhaustion of alternatives. Berwick-on-Tweed and Bolsover mentioned the importance of the building[s] as the reason, and Rother simply stated the reason to be the occupancy of the building.

10. NATURE OF THE SURVEY

After identifying a building as being a likely candidate for action, a survey is necessary to determine the works to be specified in the Notice. Further comment is made on this in Part Two, but generally the approach to the survey conditions the level of detail in the Schedule eventually prepared. If the survey is superficial or sketchy a detailed Schedule cannot be prepared or will be open to challenge from the owner.

Councils were asked to define whether their surveys were external and internal, or whether that survey was detailed or more general in nature.

Table 10.1 Method of surveying the buildings		
Method	**Nos.**	**%**
Sketch or superficial survey	41	37
Detailed survey	54	49
No response	15	14
TOTAL	**110**	

In just over half the cases where the survey was described as sketch or superficial, access was also gained to the interior. Apart from the small number of cases without interiors (e.g. Listed boundary walls), the remainder were 'exterior only' surveys because access was physically impossible, or (in about 2% of cases) had been denied by the owner, although local authorities have rights of entry if necessary under S.88.

It is noteworthy that of the five most active authorities that accounted for 30% of all the Notices authorised (Table 2.1), four did simple sketch surveys/visual inspections only. As the level of activity decreased however, the likelihood that the surveys would be detailed increased - so the vast majority of Councils who only authorised a single Notice were far more likely to do a detailed than a sketch survey. The implication seems to be that those authorities with larger programmes of Notices found it unnecessary or impractical to detailed surveys whereas Councils undertaking their first survey were concerned to ensure that they did a 'belt-and-braces job even though this might not have been necessary.

It is worth mentioning that although South Cambridgeshire did sketch surveys and very brief schedules to accompany almost all of their 40 Notices, they are now moving towards more detailed Schedules which in turn require more detailed survey inspections. (See Part Two).

Also, overall very few Councils commented that they had encountered particular difficulties of gaining access to the building interiors to complete

their surveys.

11. PREPARING AND COSTING THE SCHEDULE OF REPAIRS

The mechanisms for preparing a Schedule of Repairs are dealt with in Part Two. The expertise contributing to that process and the costing is rather difficult to assess, but one measure is to see which professional groups were mentioned when the list of repair works were drawn up.

Preparation
Schedules are usually initiated within the Planning Department of the local authority using qualified staff with a historic buildings related background in either Planning or Architecture and occasionally both, or with another qualification. Some advice is sought from other Departments within the Council and (in the case of Shire Districts) from outside using the County Council. Several authorities used private consultants.

The largest single professional group mentioned were Architects [14]; followed by Conservation Officers [13]; Building Control Officers [9]; Structural Engineers [6]; Chartered or Building Surveyors [4]; Quantity Surveyors [2]; Solicitors [2] and one Valuation Officer. In two cases in Daventry and Sedgemoor, the Council was advised by English Heritage.

In Section 3 above, a lack of direct action by County Councils was noted, however when Schedules were prepared by Shire Districts, they often received advice from the Counties. Fifteen District Councils received assistance from eight of their respective Counties, the most active relationship being Essex involved with five Districts and Derbyshire with three.

In the majority of cases where a comment was made, a single professional worked alone to prepare the Schedule. The accompanying comments indicate that this done largely based on that officer's past knowledge or experience, occasionally by a format appropriate just to that building without a specific method.

Several Schedules were prepared from a standard specification or used a previous example prepared by someone else for guidance. One Officer relied simply on "Inspiration!". One or two other Officers candidly admitted that Schedules were devised without any previous knowledge or experience without any standard clauses for guidance or outside help.

In about seven Authorities teams from two professional groups co-operated, most notably from 'friendly' or 'cooperative' Building Inspectors. Two Councils mentioned three disciplines and Horsham involved four: Conservation Officers; Planning Officers; Building Inspectors and Solicitors.

Eight authorities employed firms of private consultants, either architects and surveyors, structural engineers or building surveyors. Their Schedules in the main were longer and contained detailed analysis of the faults and/or a justification of the repairs than those prepared within the local authorities [see Part Two]. One Schedule was prepared by the architect on behalf of the

brewery owners. One Schedule was prepared based on the drawings submitted in connection with a Listed Building application on the building.In the small number of instances where it was mentioned, the number of Authorities using some form of standard specification clauses more or less balanced with those who used no predetermined format and relied on a survey of the building and the experience of the officers involved.

Costing
Seventy percent of the active Authorities indicated who prepared and costed the Schedules of works.

Table 11.1 Responsibility for costing the Schedule	
Estimators	**LPAs**
Works not priced	26
Local authority Quantity Surveyors	13
Building contractors	12
Local authority Architects	10
Local authority Engineers	5
Local authority Building Inspectors	3
Local authority Building Surveyors	2
Owners' architect	2
District Valuer	2
Owner	1
No response	33

Challenges to the Schedule
Many local authorities expressed concern about the provisions in the legislation which allow the owner to challenge a Compulsory Purchase Order in the Magistrates' Court as well as at a public inquiry before the Secretary of State. This was considered an unnecessary duplication.

This right of challenge arises if a Compulsory Purchase Order is served [S.50(6)]. If minimum compensation is sought, the claim is included in the CPO and this can be separately challenged in the Magistrates' Court [S.50(6)]. It is clear that despite the fears expressed, this has been of minimal significance for those authorities taking action.

The question was broadly interpreted and answers were not restricted to challenges in a court of law. Of the active authorities, 79 replied to this question and 70 Councils had never had the content of a single Notice challenged. Some sort of challenge was recorded by 9 Councils, but only one of these led to a court case. A total of three court cases were referred to in the survey. Of these two concerned minimum compensation (see Section 15 below). The third involved an appeal by an owner in South Cambridgeshire. Negotiations led to the owner announcing in the Magistrate's Court that the case had been resolved and the building was then repaired.

The works proposed to a building by Bath City Council were challenged at public inquiry but the Inspector considered the works to be reasonable. In all the other cases, the challenge was made directly by the owner or his agent to the authority. Scarborough amended their Notice after representation from the owner's Solicitor and New Forest were in correspondence with a Solicitor about the inclusion of land for access in a Compulsory Purchase Order. In the five remaining cases, the challenge was not serious. In South Oxfordshire, for

example, the owner withdrew his challenge once the legal situation was explained. Misunderstandings by the owner seemed to be the principle cause of the challenges and were, therefore, easily resolved.

The Willesborough Windmill and the Pell Well Hall cases are, of course, the exceptions. Both cases went ultimately to the House of Lords and, though the local authority was successful in both cases, the notoriety of these incidents has, perhaps, led to undue fear of legal challenge.

12. WARNING THE OWNER

It is sometimes assumed that an owner should have plenty of warning that a Repairs Notice is imminent. If the condition of the building is evident to the local authority, for example through a Buildings-at-Risk survey, it may well be evident to the owner also. Advice may be offered and perhaps grant aid. Negotiation may follow which may lead to a satisfactory resolution of the problems, but if the owner lives remote from the building; or it is just one in a large property portfolio; or is 'managed' by agents; or there is ignorance, indifference or willful neglect, then the first indication an owner or agent may have that legal action is proposed may be either an initial warning letter or the Notice itself.

Nearly three-quarters of the active LPAs [72%], sent an initial warning letter to the owner, but by no means all. A further 9% gave no warning at all before authorising action and the remainder did not state what action they took to inform the owner of their intentions.

All five Authorities who authorised ten or more Notices (accounting for 88 actions or 30% of the total), sent an initial warning letter in every case.

Authorities were asked to indicate where possible the timescale between the first warning letter and the issuing of the Notice. Thirty-eight Councils supplied information and Norwich very helpfully gave timescales on all their cases. Overall timescales are dealt with primarily in Section 16.

Timescales for this stage ranged from 1 month, to 168 months, rather exceptional example where the first warning letter went out in 1976 and the Notice in 1990!

In the eleven cases given by Norwich, four owners were given only on and in four of their other cases owners were given four months.

The periods given tended to fall into clusters. In one third of all cases owners were given under four months warning before a Notice was issued. In one quarter of cases they were given and average of 15 months and in a further quarter, an average of just over two years. Of the remainder, several gave owners around 40 months, while the remainder gave about 72 months.

Sixty percent of Councils gave recalcitrant owners less than 18 months, with the average being 8 months, before the Notice was issued.

13. NATURE OF THE WORKS

Local authorities were asked what repairs were required to be undertaken. Active local authorities returned copies of over 80 Schedules of Repair. These are dealt with in detail in Part Two and Appendix F.

14. USE OF ALTERNATIVE POWERS

It was suggested in Section 8 that there is potential for Local Authorities to use alternative or additional legislative powers under their Building Control or Environmental Health functions especially where there are joint Environmental Health and Planning Departments, while many others share technical services. The powers relate to Dangerous Structures, Unfitness for Human Habitation and Ruinous and Dilapidated Sites.

A high proportion of historic buildings are in use for living accommodation (and some commercial buildings also have a residential content). Furthermore, over 60% Repairs Notices relate to domestic buildings. It might therefore have been reasonable to assume that rather more would have been made of supporting legislation. This proved not to be the case.

The powers under the Public Health Acts are clearly codified, with sequences of well-defined steps and timescales. Similar arrangements are highly if the present Repairs Notice arrangements under the Planning Act is to be effective.

Department of the Environment Circular 6/90 deals with Area Renewal, Unfitness, Slum Clearance and Enforcement Action under the Local Government & Housing Act 1990. A Code of Guidance for local authorities is set out in Annex F to which they are *required* to have regard in deciding the most satisfactory course of action when serving Notices under the Act.

A standard is then given for determining the circumstances under which action should be triggered. Interestingly, there is a duty to identify properties for action. Such a duty could usefully form an amendment to the planning legislation.

When considering the most appropriate course of action to be taken, the local authorities were required to be satisfied that their course of action was the most satisfactory one not simply in terms of the reasonable expense of doing so, but the long term social implications and the impact on other properties in the vicinity. Such a requirement could equally apply to Listed Building Repairs Notices and the long term cultural value of the buildings and their impact on the setting of other Listed buildings and buildings in Conservation Areas. (Annex F, para.5)

Where there was insufficient or no information the Secretary of State 'strongly recommends a (particular) method of survey and assessment' based on a

series of sequential steps which would then be helpful in explaining 'their chosen course of action to those directly affected, to a court in the case of an appeal or to an inspector at any public local inquiry in respect of CPO'. (Annex F, para.8) Again there are parallels that could usefully be incorporated into planning advice.

The basic steps to be completed are then spelt out and the Circular advises that 'it is important to complete all the steps in the process since these follow a logical sequence'.

There is a need for similar codification of the planning powers, especially as many local authorities that had not used them claimed that this stemmed in part from the procedures being complicated and confusing.

Nine authorities made reference to the use of additional legislation.

Public Health and Housing legislation
In only one Council had action been taken under Part 2 of the Housing Act 1985 as an alternative to a Repairs Notice to achieve the same results (i.e. to acquire but resell to a new owner willing to repair). This was on a Grade 2 Listed house.

The principal Act of Parliament cited was the *Public Health Act 1936 (Sections 29, 58 and 93)*. Section 29 was repealed some years ago. Section 58 relates to Dangerous Structures Notices and has now been repealed by Section 79 of the *Building Act 1984* dealing with Ruinous & Dilapidated Buildings. (In the case of a listed building, a local authority is required to consider using its planning powers under Sections 47 & 48 or 54 before considering a Dangerous Structures Order.) The old provisions were quoted by three Councils and the new ones by two. Section 93 relates to health nuisance procedures.

Also quoted was the *Prevention of Damage by Pests Act 1949*; this is still the statute book, but the Section 54 clause quoted does not exist. *Section 189 Housing Act 1985* enables a local authority to require repairs on unfit residential property to bring it up to habitable standard. This is usually reserved for dealing with landlords. In practice, Council's normally prefer to use Section 190, which deals with domestic accommodation in a state of disrepair but not unfit for human habitation.

Planning legislation
Section 96 of the *Town & Country Planning Act 1971* relating to Enforcement Notices [now Section 38 of the 1990 Planning (Listed Buildings & Conservation Areas) Act was only quoted in North Wiltshire and Rossendale. Section 280-1 of the Town and Country Planning Act 1971 relating to Requisitions of Information [now Section 330 of the Town and Country Planning Act 1990] was quoted by Northavon.

Several authorities specified the use of notices to require the proper maintenance of land under Section 215 of the *Town and Country Planning Act 1990*, but almost without exception this was unrelated to either Urgent Works or Repairs Notices, and the powers were presumably cited to indicate

that the Authority in question was doing something, even if not to protect historic buildings, but might have been relevant in applying pressure on owners!

15. PROGRESSING THE NOTICE

The whole point of using the Repairs Notice provisions is to ensure that the building on which it is served is either repaired by the owner or passed to a willing third party for repair. The sooner the process begins the more likely it is that the building will be conserved with as much of its historic character intact as possible. The earlier these objectives are fulfilled, the better, the less the building will have deteriorated, and the more economical for the owner it is likely to be.

The progressive "fall-out" rate of Notices between the authorization of Notices and serving them on owners was detailed in Section 2. A summary of the fate of all Repairs Notices actually served is given in Table 15.1.

Table 15.1 Summary of the outcome of Repairs Notices served 1984-1990	
Total Repairs Notices served	**162**
Repairs started by the original owner (but 14 got to CPO Inquiry stage before that work started)	87
Case went straight to the CPO Inquiry stage	21
Building transferred to a new owner who undertook the repairs	9
Building transferred to the Council who undertook the repairs	6
Case dropped and turned into an Urgent Works Notice	2
Building demolished illegally	1
Building demolished after a successful Listed Building Consent on Appeal	1
Cases still in progress at the time of the survey	8
Unresolved cases for lack of information from the local planning authority	27
TOTAL	**162**

Only 287 Repairs Notices were authorised over the six-year period but by authorising a Notice, a Council would be likely to encourage an owner to either begin repairs or sell the building in 42% of the cases.

If the unresolved cases and those in progress are excluded, then once a Notice had to be formally served, in 80% of the remaining cases, action was then prompted in the form of repair or sale to a third party. In only 16% of cases did the buildings end up as the subject of a CPO Public Inquiry.

Unfortunately there is no information on the number of Councils who embarked on the Repairs Notice process only to abandon it leaving the building to continue to deteriorate.

The prospect of an owner facing a Public Inquiry and possibly being deprived of the property encouraged further action on some buildings. In only 5 cases out of the 287 originally authorised did the Secretary of State eventually confirm a Compulsory Purchase Order.

It must be concluded that on average there is a less than one in fifty chance of a Council ending up with a CPO building. With a sympathetic buyer waiting in support of the Council (either a Building Preservation Trust,

sympathetic developer or individual) why should there be so much fear of the consequences of using the legislation?

Table 15.2 below charts the progress of those individual Repair Notices were notified to the study and were authorised and served in England between 1984 and 1990.

Table 15.2 Progressing the Notices – works done by the owner, compulsory purchase of some other outcome

Authority	A	S	OR	CPO	Other result	Notices unresolved
Arun	1	-	-	-	-	-
Basingstoke & Deane	1	1	1	-	-	-
Bassetlaw	3	-	-	-	-	-
Bath	2	2	2	2	-	-
Berwick on Tweed	2	1	1	1	-	-
Birmingham	2	-	2	-	-	-
Bolsover	3	3	-	-	TONO[2]	1
Boston	13	7	6	3	Non acquired	1?
Bournemouth	1	1	1	-	-	-
Braintree	7	2	2	1	-	-
Brentwood	1	-	-	-	-	-
Bridgnorth	1	-	-	-	-	-
Broadland	2	2	-	-	TTCA[2]	-
Bromley	2	-	-	-	-	-
Broxboune	1	1	-	-	LBC refused. Appeal lost	Demolished
Calderdale	4	3	1	1	2	-
Cambridge	1	-	1	-	-	-
Canterbury	1	1	-	1	-	-
Charnwood	1	1	1	-	-	-
Cheltenham	5	2	5	-	-	-
Cherwell	1	1	1	-	-	-
Chester	7	6	2	-	TTCA>TONO[2]	2
Chesterfield	3	-	-	-	-	-
Chichester	1	1	*	-	-	-
Cleethorpes	1	1	-	-	TTCA >BPT]	-
Colchester	1	1	1	-	-	-
Crawley	1	1	1	-	-	-
Daventry	1	1	1	-	-	-
Derbyshire	2	2	-	-	TONO>[BPT][1]; One became S.54	-
Derbyshire Dales	2	2	1	1	-	-
Derby	2	2	1	-	TONO[1]	-
Doncaster	1	-	1	-	-	-
East Cambridgeshire	10	5	5	-	-	-
East Dorset	1	1	-	-	TTCA[1]	-
East Northants	2	1	-	-	In progress	-
Eastleigh	1	1	1	-	-	-
Exeter	2	-	-	-	-	-
Forest of Dean	3	2	2	-	-	-
Gateshead	1	1	-	1	-	-
Glanford	2	2	2	-	-	-
Great Yarmouth	1	1	-	-	Negotiating TTCA	-
Hart	1	1	-	1	Appeal pending	-
Horsham	2	-	2	-	-	-
Ipswich	1	-	1	-	-	-
Isle of Wight	3	1	-	-	?	-
Islington	2	-	-	-	TONO[1]	-
Kennet	1	1	1	1	-	-
Kingswood	2	2	2	-	-	-
Kings Lynn & W Norfolk	1	1	-	1	-	-
Langbaurgh-on-Tees	1	1	-	-	TTCA[1]	-
Leeds	2	2	2	-	-	-
Leicester	1	1	-	1	-	-
Leominster	1	1	-	1	-	-
Lewisham	1	1	1	-	-	-

Macclesfield	1	2⊕	1	-	-	-
Melton	2	2	1	-	1	-
Mid Suffolk	3	-	-	-	-	-
New Forest	2	1	-	-	?	-
North Cornwall	2	-	-	-	-	-
North Devon	1	1	-	-	Now subject to a S.54 Notice	-
North Hertfordshire	1	1	1	-	-	-
North Warwickshire	1	1	1	-	-	-
North Wiltshire	4	2	1	-	TTCA>[BPT][1]	
Northavon	1	-	-	-	-	-
Norwich	13	8	2	5	None yet confirmed	-
Penwith	1	1	1	-	-	-
Reigate & Banstead	2	2	-	-	Actions in progress	-
Richmondshire	1	1	1	-	-	-
Rochford	1	1	1	-	-	-
Rossendale	1	1	-	-	Sale pending	-
Rother	1	1	-	-	?	-
Salisbury	1	1	-	-	?	-
Sandwell	1	1	1	1	-	-
Scarborough	1	1	-	1	-	-
Sedgemoor	1	1	-	1	-	-
Sevenoaks	6	5	4	-	TONO[1]	-
Sheffield	2	-	1	-	TTCA	-
South Cambridgeshire	40	17	12	-	3 New Notices	2
South Derbyshire	3	2⊕	-	-	-	-
South Norfolk	1	1	1	1	1?	-
South Northants	2	1	-	1	-	-
South Oxfordshire	3	1	1	-	-	-
South Shropshire	5	5	4	1	-	-
South Somerset	5	3	1	-	2	-
Southend-on-Sea	1	-	-	-	-	-
Staffordshire Moors	1	-	-	-	-	-
Stoke-on-Trent	2	-	-	-	-	-
Suffolk Coastal	3	3	3	1	-	-
Swale	12	9	?	-	?	-
Taunton Deane	1	-	-	-	-	-
Tendring	1	-	-	-	-	-
Test Valley	2	2	2	-	-	-
Thanet	1	1	-	1	-	-
Thurrock	1	1	-	-	1	-
Tonbridge & Malling	1	-	-	-	-	-
Torridge	1	-	-	-	-	-
Trafford	1	1	1	-	-	-
Vale of White Horse	2	2	-	-	-	-
Walsall	3	2	1	1	-	-
Waveney	1	1	-	1	Purchase did not succeed	-
Wellingborough	3	3	-	-	-	-
West Dorset	1	1	-	1	-	-
West Lancashire	2	1	-	1	-	-
West Lindsey	2	-	2	-	-	-
Westminster	2	-	-	-	-	-
Weymouth & Portland	1	1	-	-	In progress	-
Wigan	1	1	-	1	-	-
Worcester	5	1	1	1	-	-
Worthing	2	2	2	-	-	-
Wycombe	6	-	2	-	TTCA	3
	A	S	OR	CPO		

Notes: Column Headings A = Notice Authorised
S = Notice Served
OR = Owner repaired
CPO = Case went to Compulsory Purchase

Other Abbreviations
TTCA = Transferred to the Council by Agreement
TONO = Transferred to new owner
* = Demolished without Consent
⊕ = Failed action. LPA making second attempt

16. FINANCIAL CONSIDERATIONS

Minimum compensation

Section 50 of the Act allows the local authority to seek a direction from the Secretary of State for minimum compensation. The claim is included in the Compulsory Purchase Order and is subject to a right of appeal to the Magistrates" Court as well as to the Secretary of State. Minimum compensation was referred to in 17 cases and considered in at least one other.

It is important to note that minimum compensation is a separate issue from the confirmation of the CPO. There has been a final decision about minimum compensation by the Secretary of State in only six cases. He confirmed the order for minimum compensation in three cases (not including the best known case at Pell Wall Hall): Sheffield, Thanet, and Canterbury. In the last case the owner is now willing to repair the building. In three cases the Secretary of State rejected the order for minimum compensation but this did not affect the case for acquisition and in these three cases the Secretary of State confirmed the CPO.

Two minimum compensation cases were taken to the Magistrates' Court. In West Dorset the Magistrates rejected the claim for minimum compensation although the owner had previously been refused listed building consent to demolish. The CPO was one of those already cited, which were subsequently confirmed by the Secretary of State. Waveney was successful in convincing the Magistrates that a direction for minimum compensation should be included in the CPO but the Secretary of State ultimately rejected the CPO entirely.

In five cases the issue was never resolved because the owner's action obviated the need to pursue compulsory purchase and five cases are still current.

Circular 8/87 advises that minimum compensation is a deterrent that should be sought only in exceptional cases. This advice has been heeded and in almost half of the decided cases (three out of seven), minimum compensation was awarded. There is evidence that lawyers advise against claiming minimum compensation unless there is strong evidence. It is known that in two of the successful cases there had previously been an application to demolish the building and evidence of the owner's intransigence.

In some cases local authorities may consider seeking minimum compensation to reduce costs rather than as a penalty on an owner who can be proven to have deliberately neglected an historic building. In broad terms, minimum compensation excludes from the financial assessment any consideration of value other than existing use rights of the building as it stands. A low value may be established without minimum compensation. At Wigan MBC, lawyers advised against including a direction for minimum compensation the building was eventually acquired for just a nominal £1.00 because of the costs of repairs and limited possibilities for development.

Allocating funds for the Notice

Councils were asked whether they had arranged for funding in advance of reaching the Public Inquiry stage.

Eighty-seven Authorities replied. Twenty-nine made specific allocations in advance while 58 did not. Councils were not requested to indicate the size of the allocation made, but gave figures in the £23,000 to £30,000 range for acquisition. In one instance £5,000 was made available for structural engineering fees (which was not used) and in another case the acquisition allocation was topped up by a further £5,000 for urgent repairs. In one case the British Historic Buildings Trust underwrote the cost.

Back-to-back deals

Very few Repairs Notice cases reach the stage where the Secretary of State confirms the Compulsory Purchase Order and e. Even fewer buildings are retained and repaired by the local authority. The aim is usually to dispose of the building immediately, to a purchaser who will carry out the necessary repairs (usually a Building Preservation Trust, a developer or a new repairing owner). Thus may well involve the Council in a back-to-back deal, now known as "in and out arrangements" whereby the building is disposed of to a new owner as soon as it has been acquired.

Many authorities believe that if they acquire and resell a listed building, the normal restrictions on capital finance will apply, permitting the authority to use only 50% of the sale price for other projects. This is incorrect.

The government has for some time made special arrangements to allow local authorities to carry out their enabling role for the preservation of historic buildings. The current rules governing Council back-to-back deals are explained in Circular 11/90, Annex A, paragraphs 51-54 and 56 and are set out in Local Authorities [Capital Finance] Regulations 1990 (SI 1990 No.432) Regulations 15-18. (Regulation 2(d) of the 1991 Regulations amended Regulation 18).

Where a local authority sells on a historic building that it acquired either agreement or by compulsory purchase and the price received at resale is no more than the price paid, the capital receipt is unrestricted. This is true provided that the contract for disposal of the building is made within two years of the acquisition and completed within the third year. Any profit will be subject to the normal restrictions but allowance can be made for incidental expenditure, such as legal costs. The freehold can be retained if a leasehold of at least 125 years is granted and the authority receives 90% of the price within a year from the time of disposal.

There is no longer any need for an authority to obtain specific authorisation, since the published regulations give automatic approval provided the conditions are complied with. Detailed advice is essential in each individual case to ensure that the criteria are met.

17. HOW LONG DOES IT ALL TAKE

There are many imponderables in attempting to estimate how long it will take

from identifying the building as appropriate for action, through to getting it properly repaired. The speed of the process is, of course, partly based on the efficiency, tenacity and resources of the local authority in the early stages, but the process also allows the owner plenty of opportunity for appeal and therefore, for delay in the later stages.

Where possible, Councils were asked to estimate the time taken between the key stages. Just over 38 Councils provided timetables but the picture that emerged was patchy and not all the Councils were able to give timescales for all the stages. In many cases, as Notices took effect and the threat of CPO encouraged repair or sale; the latter stages did not materialise. Nevertheless some useful pointers emerged.

From warning letter to issuing a Notice
Section 12 referred to the question of the timescale between the first warning letter and the issuing of the Notice.

The periods stated tended to fall into clusters. In one third of all cases owners were given under four months warning before a Notice was issues, including a Notice was issued, including most of the Norwich cases. In one quarter of cases they were given an average of 15 months and in a further quarter an average of just over two years. Sixty per cent of Councils gave recalcitrant owners less than 18 months with the average being 8 months before the Notice was issued.

From issuing the Notice to the CPO
The timescale between the issue of the Notice and the preparation for Compulsory Purchase ranged overall from one month to twelve months (with the exception of two cases at 20 and 32 months respectively - which were well beyond the normal range). The great majority of cases were in the range of four to eight months and an average time of 6months.

Twenty-one cases out of the 162 Notices actually served, went to Public Inquiry stage (and a further 14 reached that stage only for a last minute climb down by the owner who then either started repairs or sold).

From the CPO to the date of the Public Inquiry
In two case the timing was as swift as one and three months respectively, with one exceptionally long case taking 27 months, but the typical range being between 11 and 17 months with an average of 13 months.

It should be emphasised that if the owner does not appeal, the timescale from CPO to the Secretary of State's confirmation may be quite short.

From Public Inquiry to Confirmation by the Secretary of State
In two cases where no appeal was involved it took just one month from CPO through to confirmation. The timescale from the Appeal to Confirmation ranged from one to twelve months but most cases took less than eight months to be confirmed.

From Confirmation to Acquisition
In one case this stage took a staggering 75 months, but the next longest case

took 15 months to resolve with an average of just under 7 months.

From Acquisition to Sale
By this stage the numbers of cases had fallen to a mere handful and in the six cases cited the figures may not be too meaningful but ranged from one to thirty months with the majority taking between twelve and eighteen months.

Summary
Fortunately very few Repairs Notices proceed beyond the fixing of a date for the CPO Inquiry stage, which seems to concentrate the owner's mind on the seriousness of the Council's intentions. This will usually produce some form of last-ditch response by the owner. In the few cases that might go the full distance it would always be wise to err on the side of caution.

In cases where there is no public inquiry, the process might take about two years from first warning letter through to acquisition. Where a public inquiry is likely, a local authority trying to stick to a firm timetable should probably allow for the process taking an additional year.

Any shortening of this process would clearly be in the interests of the building. The likely timescale may also influence a decision on the need for complementary Urgent Works Notices in the condition of the building deteriorates while the Repairs Notice is pursued.

Notional Repairs Notice Timetable

• First warning letter to Repairs Notice served	4 months
• To Compulsory Purchase Order Inquiry	6 months
• to Appeal [if held]	13 months
• to Secretary of State's Confirmation	8 months
• to Acquisition	7 months
• **TOTAL**	**38 months** [inc. Appeal]

PART TWO – COMMENTARY ON REPAIRS NOTICE SCHEDULE CLAUSES

18. REPAIR SCHEDULES – AN INTRODUCTION

Many of the respondents sent examples of Schedules that had been served. These have been analysed and examples of clauses listed under headings for the different types of works are set out in Appendix F.
There can be no definitive statement about what works are appropriate for inclusion in a Repairs Notice. As was stated in the Willesborough Windmill case, what is reasonable and proper will always be a matter for judgment in the particular circumstances. Those preparing a Notice may however find it useful to see how others have referred to similar works. It is believed that none of the clauses cited have been challenged on the grounds of legal or technical propriety.

They are not intended to be [nor could they be] totally comprehensive and

Schedules of Repairs should always be adapted tothe specific circumstances of the case. They should not be used indiscriminately but in accordance with a clear idea of how theend result will be achieved.

Where the examples given do not fit the case in question, specifiers will be on their own, especially on matter of structural integrity, where additional specialist structural engineering advice will usually be required

A small number of local planning authorities included in their Schedules items they considered desirable above and beyond those considered essential. The Willesborough Windmill case made it clear that the inclusion of excessive items did not necessarily invalidate a Notice but they cannot form part of the case for acquisition. [Attention is drawn to these clauses where they have been cited.] Specifiers may wish to include such items in a covering letter as distinct from their Schedule of Repairs.

Approximately 80 Schedules were returned with the questionnaires and the clauses listed try to cover all the typical items found in them. They have been divided into External and Internal works and grouped under broad headings relating to the construction materials and features of the buildings. Some items could have been listed under more than one sub-heading and to avoid much duplication they appear under what is considered the most appropriate heading. Users are advised for example, to look at both the roofing and structural clauses, before considering writing a clause on repairs to the roof structure.

NOTE: *In Appendix F the square brackets inserted in a clause thus: [ ] define, where appropriate, an option, location or quantity./*

19. PREPARATION

In preparing a Schedule of Works, the aim must be to state unambiguously those repairs that are considered 'reasonably necessary for the proper preservation of the building'. The repairer, be it the existing owner, a contractor or a new purchaser, should understand what works must be done in order to comply and is entitled to use the Schedule as the basis for any works which are then chosen to be done.

Whilst the Notice is legally a preliminary to compulsory purchase, it often serves in practice as a brief for a repair contract. The wording must be precise enough to ensure that high standards of work are met, preserving original fabric rather than replacing the old, for example. The document should be defensible both legally and technically.

In all cases where works are suggested, specifiers may consider it prudent to avoid wording which may lead to excessive renewal such as the phrase 'repair or replace as necessary…' etc.

If the owner decides to undertake the work there can be no substitute for establishing a good working relationship with those in charge. This should ensure that the repair is properly carried out, but careful wording of the

original schedule will help.

Some schedules include individual clauses which require approval of details by the local authority and set out a procedure for ensuring that the work is as proposed. Where there might be doubt about the correct procedure to follow, e.g. agreeing the e balance between repair or replacement; or any lack of clarity instructions or detailing; or any "unknown" factor because of a lack of access: it is essential to stipulate how agreement will be reached in case of dispute. This should be either in advance in writing of by agreement with a specific officer of the Council (on site if appropriate). Examples might include the vetting of matching or replacement windows where originals prove incapable of repair; profiles of joinery details; or the alignment of reinstated internal partitions.

It is strongly recommended that the quest for brevity is not at the expense of the quality of the repair. A poorly specified repair, hastily executed, may cause as much damage to the building as its gradual deterioration through neglect.

20. LEVELS OF DETAIL

Schedules returned with the questionnaires can be described as falling into approximately, three groups: the brief Schedule; the detailed Schedule; and the Schedule set out as a Specification.

Brief Schedules
Here the clauses were often (but not always) short. The required works were set out in brief, blunt statements of performance e.g. 'Replace all missing slates to match existing' or 'inspect all floor joists and replace as necessary.' or 'Repair chimney stack.' No attempts were made to elaborate on technical details.

Specifications
The specifications on the other hand were very precise, all inclusive technical statements. These left no room for misunderstanding and often enabled accurate repair costs – and in some cases quantities - to be estimated. Individual items were frequently strung together to form a longer clause quoting specific materials. quantities, dimensions, colours, British Standards etc.

Detailed Schedules
As might be expected the majority of Notice clauses fell somewhere between these two extremes. The exhortation from those who have already been through the Repairs Notice process is to keep Schedules as brief as possible on the basis that this aids clarity and avoids potential challenge.

Problems of brevity
South Cambridgeshire District Council produced some of the shortest Repairs Notice Schedules. They authorised more Notices than the total for the next three LPAs combined. They also served twice as many of their Notices as the next two most active LPAs.

With hindsight South Cambridgeshire now take the view that despite a thorough process of preliminary negotiation, the Schedules would have benefited from being rather more detailed than the very minimal ones prepared when they first started using the legislation. Specifiers should bear this in mind when looking at the two South Cambridgeshire examples below.

Examples of typical short Repair' Schedules

CHESTER CITY COUNCIL

I. ROOF

[i] Strip off slates to all roofs and set aside for reuse.
[ii] Strip off all perished leadwork to soakers, valleys, hips, cover flashings, and ridges.
[iii] Inspect all roof timbers and replace as necessary
[iv] Treat all timbers against insect and fungal attack.
[v] Felt, re-batten and re-slate all roofs with re-used or second- hand slates to the approval of the local planning authority.
[vi] Provide and fix new lead soakers, valleys, hips, cover flashings and ridges as necessary
[viii] Provide temporary weather protection to the [feature/area] while work is in progress.
[ix] Remove all debris from roofs.
[x] Overhaul rainwater system, replacing gutters, hoppers and pipes with new cast-iron fittings to the approval of the e local planning authority and leave all in working order.

2. INTERNAL

[i] Take out decayed floor and roof beams and replace with new timber the approval of the local planning authority.
[ii] Inspect all floor joists and replace as necessary.
[iii] Inspect all the floor boards and replace as necessary.
[iv] Treat all internal timbers against insect and fungal attack.
[v] Remove all debris from the interior of the building.

SOUTH CAMBRIDGSHIRE DISTRICT COUNCIL

Example 1

[1] Repair the long-straw thatch in matching material (this work could be subject to a grant from the Council).
[2] Repair chimney stack.
[3] Repair external render in appropriate soft lime mortar.
[4] Repair felt roof of rear extension and associated rainwater disposal systems.

Example 2

[1] Repair the rear, peg-tile slope of the cottages in matching tiles.
[2] Check the valley gutters and make watertight.
[3] Repair the slate covering of the two rear wings and the lean-to and all associated hips, ridges and valleys.
[4] Repair all damaged roof timbers sufficiently to carry the roof covering and imposed loads.
[5] Repair all damaged rainwater disposal systems to allow the effective

removal of rainwater from the building.
[6] Repoint chimneys and replace missing and decayed bricks.
[7] Repair the floors and associated ceilings to allow the safe occupation of the building.
[8] Repair the wall framing and plinth at the junction of the front and rear ranges to allow the safe support of the floors and roofs.
[9] Repair decayed parts of external doors and windows and damaged glazing.
[10] Repair all external wall finishes to prevent the penetration of rain and present an acceptable appearance.
[11] Repair internal staircases, doors, and finishes sufficiently to allow occupation of the building.

Alternative approaches justifying the Schedule
Several, interesting alternative approaches to the setting out of schedules have been adopted. Extracts from two of these are illustrated below. The first by Crawley BC involved an informative, structured, 'reasoned justification' approach where an analysis of the building faults preceded a brief schedule of the repairs required.

In the second example from Derbyshire CC the reverse arrangement was used with a list of building faults followed by detailed repair clauses. A similar method (not illustrated) was used by Salisbury where both the description and the clauses were quite detailed. In all three authorities roof and/or elevational plans formed part of the Notice documentation.

CRAWLEY BOROUGH COUNCIL
This is a schedule of 3 pages with an accompanying roof layout plan. The schedule is divided into five headings.

Part One briefly describes the general roof fabric and its faults followed in turn by sub-headings on roof tiles, roof valleys, lead coverings and guttering - each of which is a resume of specific problems followed by an outline of the repairs required. Two extracts from Part One are reproduced below.

Part Two deals with roof dormers; Part Three with casement windows and doors; Part Four covers external timber boarding and render and Part Five with two porches.

ROOF FABRIC
The roof fabric of [named building] is largely composed of handmade clay tiles and capped with clay ridge tiles. A small portion of the roof is covered in slates, which will be found in an internal valley. The roof fabric is in poor condition, allowing ingress of rainwater. The condition of the roof is due to:
[1] Mechanical and physical damage to tiles.
[2] Frost decay (de-laminations).
[3] Faulty internal valley coverings.
[4] Inadequate remedial repairs to holes within the fabric of the roof.
In addition top the existing damage to the roof; a further 40% of the tiles are beginning to deteriorate. Therefore, the whole of the roof structure should be checked.
Further penetration of rainwater will accelerate the deterioration of the (internal (sic) building. Therefore, the roof requires a traditional standard, clay-

tiled roof covering with traditional detailing and materials. The roof fabric should be reinstated as follows:

A. Tiles

Remove damaged/decaying tiles.
Set aside all sound, hand made clay tiles.
Replace all damaged/decaying battens.
Replace all damaged clay tiles and make good with either second-hand clay tiles or a hand-made tile (to be agreed with Crawley Borough Council) and to match the existing clay tiles. Tiling is to be laid in parallel horizontal courses.
Where roof verges are damaged, clay tiles should be finished in a sand, lime and cement bedding. Where ridge tiles are damaged, replace half-round clay ridge tiles to match existing handmade clay tile roof.'

C. Gutters
Evidence on site suggests the building employed a cast iron gutter and downpipe system, since part of it remains. Most of these rainwater goods have been damaged or destroyed. uPVC gutters and downpipes have recently been employed to dispose of rainwater. A site investigation [date] in heavy rain indicated in several instances the plastic system to be malfunctioning. A further site investigation on [date] found this still to be the case. Elsewhere, the guttering was incomplete such as the west side of the 19th Century portion of the building.

Reinstate cast iron hoppers, half round gutters, downpipes and supporting brackets.
Clean down existing pipes.'

DERBYSHIRE COUNTY COUNCIL
In this Schedule, the works were divided into four Sections: Roof; Front Elevation (South); Side Elevation (West) with accompanying drawings of the works required to each elevation.

An outline of specific defects were then listed, for the roof and exterior, followed by a sequence of detailed, numbered, schedule clauses. An example is given below of the Section on one of the elevations.

Defects

[a] Brick parapet out of plumb.
[b] Lead weathering to pediment is' defective.
[c] Carved stones to pediment are badly eroded and in danger of collapse.
[d] Carved stones to frieze and stringcourse are badly eroded.
[e] Stone surrounds to ground and first floor windows are badly eroded and in danger of collapse.
[f] Stones to left hand pilaster are eroded, damaged by vehicular traffic and displaced in line with bulging of the side (west) wall.
[g] Stones to right hand pilaster are partially eroded.
[h] Stones to base course and plinth are eroded and pointing is defective.
[j] Woodwork to all windows is' rotted and sashes are inoperable.

Repairs

B.1 Dismantle areas of eroded stone indicated on drawing No.1 (attached) for replacement, and renew in matching natural stone to existing profiles and mouldings (as far as can be ascertained), bedded and pointed in mortar composed of one part by volume of cement to two parts hydrated lime to nine parts fine yellow sand, including tying left hand pilaster stones with concealed non-ferrous fixings to front and side walls in conjunction below in 'C' (the third section).

B.2 Take down and rebuild one-brick thick parapet wall reusing existing and – matching bricks and existing stone coping in mortar composed of one part by volume of cement to one part hydrated lime to six parts fine yellow sand including building in Code 4 lead damp-proof course below coping. Code 4 lead stepped flashing to pediment and Code 5 lead weathering to pediment.

B.3 Insert from interior only, chemical injection or transfusion horizontal damp-proof course to full thickness of wall, at ground level.

B.4 Remove hard cement mortar pointing and any loose or flaking stone layers to plinth and base course. Rake out joints to depth of 30-35mm beyond level of arises of stones and repoint with brushed, recessed finish to joints in mortar composed of one part cement by volume to two parts hydrated lime to nine parts fine yellow sand above damp- proof course level and one part cement to s1x' parts sand below dpc level.

B.5 Renew existing wooden box-framed sash windows and pediment 'bulls-eye' with all sections and glazing bar patterns and profiles to original including protective paint system.'

For the interior works, no list of defects were produced but the following rider was added: *' The above schedule of repairs is' based on a superficial examination of the building as it stands and is' without prejudice to any need to increase, or any opportunity to reduce, the scope of the work once opening up of the structure permits a fuller examination of the causes of the defects.'*

21. NATURE OF THE WORKS

The works to be included are to be those 'reasonably necessary for the proper preservation of the building'. It is commonly accepted that the works should be permanent, appropriate and of good quality. The decision in the Willesborough Windmill case (Appendix A) went some way to clarifying this.

About 10% of authorities who returned schedules have interpreted the Act to include works necessary for the beneficial occupation of the building including the provision of services in the form of: water supply; drainage; sanitary fittings; electrical and mechanical services (e.g. electrical rewiring and plumbing).

None of these cases have apparently been challenged, but they are uncommon. Such works will more readily be justified where the preservation of the building is threatened e.g. by leaking water pipes.

The clauses used have been set out under a separate sub-heading in the section in Appendix F on Repairs to interiors.

22. ALTERATIONS TO THE SCHEDULE OF REPAIRS

It should be made clear to the recipient of a Repairs Notice that any alterations to the Schedule must be agreed in writing with the local planning authority before the works commence.

Alterations or demolitions to the building
There will be instances where the boundary between repair and alteration becomes indistinct. Where the works specified would result in an alteration to the building, the Schedule should make clear that this is because its adoption would prevent a repetition of that particular problem or building fault if that is the case, for example surface water drainage works.

If alterations or demolitions are advocated, for example - an already truncated stack to be removed to below roof line rather than rebuilt - the Schedule must clearly state that Listed Building Consent will be required.

In instances where a detailed Schedule advocates a potential alteration or upgrading of the structure it should be remembered that there may be implications for approval under the Building Regulations and agreement of the Fire Officer.

23. PHRASEOLOGY – A CAUTION

It is recommended that the word 'replace' should be used with extreme caution unless the object is already missing. The phrase 'repair or replace as necessary' should not be used unless it is clearly understood at what point replacement becomes acceptable. Unless both parties understand this, it is probable that the item will be replaced as a matter of course when the aim should be to retain as much original fabric as practicable.

Furthermore, indiscriminate use of the phrase **'repair or replace to approved details'** is certainly questionable and likely to be capable of successful challenge on the grounds that the recipient of the Notice is being required to carry out more work than necessary under the legislation.

It should be remembered that as the local planning authority will not necessarily have day-to-day control over the site operatives; and as the owner may well not show any interest in the standard of repairs; the Schedule could make good use of the word "carefully" where any skilled or delicate operation is to be carried out, however there is no substitute for explaining to the repairer what standard is expected or for regular site visits during course of the work.

When considering if a Repairs Notice is appropriate it is worth remembering that a small number of List descriptions have referred in the past to the building or structure, in whole or in part as 'ruined' or 'ruinous'. The use of a Repairs Notice in these circumstances may pose particular problems and expert legal opinion should be sought (see Appendix A).

24. SUPPORTING INFORMATION

Several Authorities prefaced their Notices with a general statement about the character or condition of the building which they sought to preserve and which became the justification for the Notice. One Schedule prepared by Trafford MBC identified specific features over which particular care was to be taken, followed by Schedule clauses on the brickwork repairs required:

'The character... …is largely determined by the character of the brickwork remaining, by the presence of primitive brickwork details, by the brick format, the style of pointing and the style of laying. Care should, therefore, be taken with replacement brickwork and repairs, as follows…"

Inspection statements
It is recommended that there should be an inspection statement as a precaution in preparation for the CPO and as a cross check of deteriorating condition. Some authorities include this as a preface to the Notice. It might apply in particular where the condition of the building is such that a detailed assessment is not possible because of the dangerous conditions.

An example of an inspection statement might include:

- *Date!*
- *Roof - extent of covering missing;*
- *Floor by floor - top to bottom (where practicable)*
- *Percentage of feature missing - (e.g. 90% of floor missing; 15% ceiling down; 25% of joists missing);*
- *Detail missing - (e.g. doorframe missing; 1 sash missing; dado rail 65% missing; fireplace missing; balusters missing but handrail intact from a-b)*
- *Assumed features missing - (e.g. 'rear gutter apparently missing');*
- *Obvious faults - (e. g. 'spine wall opening causing fracture*
- *above');*
- *Lack of services?*

It is a good idea to make a clear note of what was not inspected, and why, if only for future office reference.

Photographs
Supporting general external photographs should be taken as soon as the building is considered to be at risk, where this is practicable. Internal photographs are desirable where access can be gained and light levels are adequate. If specific items of repair can be identified at this stage, meaningful photographs of these faults will prove invaluable later. Further inspections should also be documented in this way.

Plans
On large or complex buildings it is sensible to prepare floor plans and a roof plan, however rudimentary, and to assign numbers to rooms, doors and windows etc. for later identification in the Specification e.g. Room FF1, or Window W3. Alternatively or additionally, the orientation of the building should be stated e.g. 'the principal elevation facing High Street is' orientated

east' and the position of the main range or principal part of the building as opposed to the wings, or additions.

If any of these additions are not of architectural or historic interest the statement should say so.

Other supporting documentation
Most of the Schedules dealing with leadwork referred to the recommendations of the Lead Development Association, (now the Lead Sheet Association). It is assumed that these were oblique references to the standard reference work "Lead Sheet in Building" published in 1979 (*but recently extensively revised and republished in two volumes)*.

Only a handful of Schedules made reference to other specific technical documents. It is not clear in any of these cases if the local planning authority intended to supply the document (or extracts), or whether the owner or contractor was expected to be familiar with them, but LPAs should consider carefully the provision of the relevant extracts from documents cited. Those mentioned were as follows:

- SPAB Technical Leaflet No.1
- Mortars Plasters and Renders by John Ashurst
- English Heritage Technical Handbook Chapter on Plasters by John Ashurst
- Building Research Station Digest 299, July 1985.

Schedule writers often used the rather vague phrase *'.... and conform where applicable to current British Standards and Codes of Practice'* without being any more specific and placed the onus entirely on the repairer to guess which ones. Such phraseology should be avoided. Where specific British Standards were quoted they were usually for the performance of materials, although one on cleaning of buildings was concerned with techniques.

The following were cited:
British Standard Code of Practice CP 3. Chapter IX.
British Standard Code of Practice CP 121, Walling Part 2: Stone Masonry.
BS.6270 Part 1 1982 Cleaning and surface repair of buildings.
BS.1722 Part 7 on Preservatives.
BS.1318 on Treated softwood.
BS.1202 on Copper nails.
BS. 4848 on Steelwork.
BS. 402 on Roof tiles.
BS. 952 on Window glass.
BS. 747 Part 2 on Roofing under-felt.

Proprietary products
Schedules usually avoided reference to specific building products. Those referred to in several cases were the pre-formed 'Catnic' steel lintel; Finnegan's 'Smoothrite' paint for exterior metalwork; the interior renovation plasters 'Limelite' and 'Devonite'; the timber preservative Sandolins 'Palisander' and specific makes of chimney pot such as 'Redbank No.80'.

25. GENERAL PRINCIPLES

The copies of the Schedules returned with questionnaires encouraged the view that a series of implicit general assumptions had been made when they had been prepared. Furthermore, these might hold true for most eventualities. Although those listed below might appear self-evident they were rarely made explicit and are therefore set out for reference.

- Repair rather than renew wherever possible;
- Treat all retained & new timber by preservative &/or paint system;
- If there are doubts about the roof - recover it;
- Attend to structural failures;
- Specify all leadwork to Lead Sheet Association recommendations;
- Renew rainwater goods in cast-iron;
- Ensure underground drainage system [if any] functions properly;
- Repoint and re-plaster wherever possible in soft lime mortars.

A further checklist of the questions that specifiers should ask themselves when framing the structure and content of the Notice Schedule is set out below.

- What are the means of access?
- Has any allowance been made for security during the work and after?
- Is temporary protection essential during the repair e.g. a roof tilt?
- Have important features been identified, recorded, & protected?
- Is any analysis of materials necessary e.g. the constituents of cob etc. or to conform to British Standards e.g. under-felt to BS.747 Type 1F?
- Is any specialist advice required e.g. Structural Engineer?
- Are all the works reasonably necessary?
- Are the instructions clear?
- What is to be repaired or replaced?
- What is to be removed?
- How are quantities indicated?
- Are the materials precise e.g. the type of plain tile or mortar mix?
- Are any drawings or diagrams needed?
- What allowance is made for hidden problems?
- How are qualitative statements dealt with e.g. 'as much as possible of the existing to be retained"?

- Can the repairs be covered in a dozen, pithy, short sentences?
- Has jargon and tautology been avoided?
- Has the spelling been checked?

The Schedule should always be proof read for errors.A professional standard of document must always be dispatched.

PART THREE – CONCERNS EXPRESSED AND PROBLEMS EXPLORED

26. PREAMBLE

Local planning authorities were asked what they perceived as the problems

when considering a Repairs Notice; how, in their view, the procedures might be streamlined; what factors might have discouraged or frustrated their use; and, what advice they might offer other authorities.

Those authorities who have used the legislation are generally convinced of its effectiveness but they also emphasised that "resilience & stamina" were required. One experienced respondent summarised the situation thus: - 'Take action early; make no procedural errors and watch out for owners who will play for time and/or contest everything'. Overall, the emphasis seemed to be that Repairs Notices are difficult and time consuming, but generally succeeded, and once Officers and Councilors had seen the process through to a successful conclusion they would be more prepared to use it again.

Unfortunately this seems not to be the case everywhere. The statistics in Part One indicate that about 50% of Authorities resorting to formal action did so only once during the survey period.

Definitions and interpretations
One of the difficulties perceived in using the legislation is the degree of uncertainty. There were calls for clarification of many aspects:

- What would constitute ***reasonable*** repair under Section 54 and 47;
- The extent of the property, which would be the subject of CPO, to enable fight of access and a suitable curtilage for reasonable disposal;
- The reasonable limit of the financial liability when taking on such difficult buildings;
- Clarification of the basis for compensation and guidelines on what could constitute a case for minimum;
- The ease with which minimum compensation can be proved;
- The degree to which ordinary compensation can be based on, existing use ignoring the value of any consents;
- What timescales are allowable?
- A clearer definition of the term "unoccupied" (for dealing with Urgent Works_ as no assistance is offered from reported cases, ministerial advice or commentary.

It is hoped that the present study will help to promote the use of the law by revealing how others have successfully uses it. However, many of the points listed above, could only be resolved for individual cases or in the courts

The Willesborough Windmill case provides the most useful clarification so far and Appendix A includes a number of quotations from Lord Bridge's judgment. This case suggests what repairs may be reasonable and guides local authorities on the criteria to be taken into account, but Lord Bridge says specifically that it will always remain for the authorities to judge what is reasonable having regard to the circumstances.

Equally important is Lord Bridge's account of how the Repairs Notice procedure fits into the structure of the legislation as a whole and of the logical way in which the different parts of the procedure act to balance out the rights of the owner against the public interest. It is hoped that reading why the law works as it does will help convince those most critical of it that more peremptory approaches to enforcing preservation are unlikely to make a

good basis for legislation.

27. REASONS FOR INACTIVITY

As stated in Part One, various reasons for 'inactivity' were given. A number of authorities emphasised what could be achieved by successful negotiation. In some cases the emphasis was on the incentive of grants, particularly the English Heritage grant schemes: in others, authorities stressed the stick rather than the carrot. A clear statement of intent by the Council was considered vital to make the owner face the issue of repairing or selling a building to avoid the service of 3 Repairs Notice. In these circumstances the law was seem as a backup to negotiation, not an end in itself.

Acquisition of an unwanted building
The reason most frequently given for inactivity was, however, a fear of the financial implications of CPOs usually combined with a comment about a lack of political will. In a climate of restricted local authority finance it was felt to be too risky to embark on a procedure which leads to compulsory purchase and the possible acquisition of a building the authority does not wish to own or to have to repair itself.

One LPA candidly stated that some potential Repairs Notice cases would have involved buildings previously owned by them. Service of a Notice would have been inappropriate if re-acquisition would have resulted. (It is unclear why the original sale did not ensure that repairs were executed, for example, by delaying transfer of the title of the buildings to the new owner until works had been completed to the Council's satisfaction).

Others felt that it was better to follow than to lead especially where the will among their elected members was lacking. They urged that the initiative should come from English Heritage and/ or the Department of the Environment by exemplary practical application of the legislation. It was remarked that 'public sector buildings present difficulties as well as those in private owner- ship' and that 'Government Departments should not be exempted from action under Repairs Notices'. It was considered very important that officials in Regional Offices of the Department of the Environment understood the procedures and purpose of Repairs Notices under the Planning legislation as opposed to those used under the Housing legislation.

The results in Part One show that where negotiations failed a threat of formal action was generally successful in effecting appropriate repairs or encouraging a sale. Do the majority of local authorities remain unduly concerned that Compulsory Purchase will eventually leave them with a building they neither wish to own nor repair themselves, that they will not use their powers? This appears to be the case and this fear has led a number of authorities to look for alternative procedures rather than to exploit those that exist.

A changing climate for action?
By 1990 Authorities were beginning to appreciate the need for a buildings-at-survey, and encouragingly eleven Authorities were preparing to take Section

47 action for the first time. In one case the reason given was that temporary repairs had been tried already and the authorisation of a Repairs Notice was now 'partly a reflection of a less buoyant housing market with fewer opportunities to encourage sale for repair'. One Council that had used the legislation drew particular attention to the need to be aware of the housing market conditions and how they might change.

28. TIMETABLING

Some LPAs were clearly deterred from taking action because of a concern about the long gestation period while the repair and reuse were sorted out – particularly if delay and disruption could be expected from an owner who would use every procedural contrivance to his advantage. Authorities urged that the Secretary of State should speed up the later stages of the procedure when the building may be particularly vulnerable to deterioration.

29. LEGISLATIVE CHANGES

Whilst the law was found to be reasonably workable the participants were, not surprisingly, aware of the burden of implementing it and many would like to shift more of the onus onto the owner.

Over 30 of those responding expressed concern about the need for powers, which would be effective in the early stages of deterioration. There was widespread agreement that the law is used too late - when the condition of the building has already become serious, but recognition that often what is needed is proper maintenance.

In the search for a means to secure early action without financial implications for local authorities a number of respondents suggested amending the Repairs Notice procedure to resemble the powers under the Housing Acts and the somewhat similar ones under S.54 for urgent works. The essence of all these proposals was that the works could be carried out by the local authority without having to acquire the building and that the cost should either be repaid by the owner or chargeable on the property.

Alternative suggestions were that there should be a positive duty on owners to maintain their listed buildings, enforceable through the courts, though this runs counter to the general government policy that contraventions of the planning legislation should only very exceptionally be made criminal offences.

Since the Repairs Notice procedure is seen as a last resort it is too often associated with uneconomic repair schemes. Many participants felt that an owner who had permitted a listed building to deteriorate should contribute to the cost of its repair. The provisions for minimum compensation were not considered adequate since it depends upon proving deliberate neglect with the intention of benefiting from the higher value of redevelopment.

The difficulty of assessing the likely compensation was a major consideration and many participants were obviously unclear about the basis of assessment.

There is a need for guidance on this.

30. BACKERS – THE ROLE OF BUILDING PRESERVATION TRUSTS & DEVELOPERS

One Conservation Officer's self confessed 'cynical view' was that 'no tinkering with the legislation will improve a situation where no cooperation is forthcoming from the owner' and another stated that there is no such thing as a problem building - only a problem owner!

The effectiveness of the legislation depends to a certain extent on the perception by the owner of the Council's resolve to take action. An owner often decides to at least start the work, because the final actions and intentions of the local authority cannot be predicted, nor can the outcome if the matter proceeds to CPO Inquiry stage where the owner might be deprived of his property.

Many Councils consider that all the legislation is in place, even if it works imperfectly Confidence to use it depends partly on finance but partly on what happens when the 'bluff' is called by the owner. If the LPA then embarks on formal action there must be a guarantor or backer working in tandem unless the Council has decided (in a minority of cases) that it will repair the building itself.

Councils with a sympathetic, enthusiastic and experienced Building Preservation Trust, waiting in the wings, were seen to have a significant advantage over those authorities who did not.

Section 14 indicated that of the 162 Notices served, only a small proportion were transferred to new owners for repair, but this should not devalue the role of a BPT or sympathetic developer as a 'long-stop' or repairer of last resort.

The geographical coverage of BPTs remains difficult to define precisely. Only by referring to each Trust's Articles of Association of would it be possible to determine where BPTs do or do not operate. Several see themselves as regional or national in scope, but the great majority cover specific localities.

Many Trusts registered with the Architectural Heritage Fund and affiliated to the Association of Preservation Trusts are active or have been in the recent past. Some are one-building Trusts but most aim to revolve their funds.

Because BPT's are non-profit making they have the advantage of being seen as 'honest broker' in circumstances where a hostile relationship may have developed between the owner and the local authority.

Some long standing BPTs or Revolving Funds were established by County Councils to operate across their administrative area. These have provided the backing for action by District Councils where they have decided to take Section 47 action. In default of taking action themselves, these County Trusts have proved to be some of the most important factors behind the success of Districts taking action. Some County Trusts now see their role increasingly one of acquirer, repairer and owner of unusual buildings or those for which it

would be difficult or inappropriate to find any alternative use once repaired.

Without a County Revolving Fund it is essential to have a 'backer' for Repairs Notice action; either a local BPT ready and willing to buy, or another form of developer, preferably experienced with the problems of Listed buildings.

In South Cambridgeshire District where a buoyant property market has existed a Repairs Notices was seen as device simply to encourage buildings onto the market for restoration by individuals. Because of the success of this the District's own revolving fund had been abandoned as no longer necessary in the early 1980s.

There is an increasingly important role to play by BPTs in the future. They have frequently been advised to "snuggle up to their local authority" especially through contacts with elected members. Not all initiatives leading to Repairs Notices have been initiated by LPA Officers. Some have come from BPTs. Such overtures should not be unwelcome.

In several cases the Council would serve a Repairs Notice only if then passed to a BPT for repair. The BPT's role in organising a suitable financial package was also essential in stiffening the resolve of the Council to serve the Notice.

31. GRANTS

In the current financial climate many Councils were unlikely to commit themselves to the uncertain potential financial liability of proceeding toward CPO especially where no 'backer' could be found. More Central Government funding was considered a solution by some, but a specific easing of local authority financial restrictions in the interests of preserving buildings subject to CPO would be one positive specific measure.

One Council pointed out that the procedures should be capable of use without ultimately imposing a cost burden on the LPA. The cost should be borne by the owner.

Commentaries on problems and opportunities identified grant aid a major issue with a call for more financial help for the local authorities from English Heritage, but any such assistance would need to distinguish if a grant would be needed as an incentive rather than being a subsidy.

It was felt that here should be a greater availability of grants from English Heritage especially for acquisition On or two Councils thought that this should act as an automatic guarantee once the local authority had proceeded beyond serving the Notice thereby underwriting the LPA's action.

A lack of English Heritage grants for buildings-at-risk outside Conservation Areas was also the subject of adverse comment, creating very considerable drawbacks for those Councils where the buildings most at risk were those in remote rural locations.

PART FOUR – GUIDANCE ON THE PROCEDURES

32. GUIDANCE FOR THE FUTURE

This section gives guidance on the stages which local authorities may wish to follow for securing the repair of a listed building under the Repairs Notice procedure. It is based on the comments and advice made by many authorities in responding to the survey and particularly on the procedures followed by the two most experienced authorities, South Cambridgeshire and Norwich, since 1984. The relevant chapters in the main legal reference works are:

Listed Buildings and Conservation Areas by Charles Mynors, 1st edition, Chapter 5;
Listed Buildings by Roger Suddards, 2nd edition, Chapter 7;
Cambridgeshire Guide to Historic Buildings Law, Cambridgeshire County Council, Chapter 6.

GENERAL POINTS

Four key points have emerged.

[A] Repairs Notice procedure makes owners face up to the problems
In practice the Repairs Notice procedure is very unlikely to lead to acquisition by Compulsory Purchase. South Cambridgeshire authorised 40 Repairs Notices, served 17 and compulsorily purchased none: all but one of the buildings involved have been repaired to some degree. There are, therefore, minimal financial implications. But this does not obviate the need to plan for acquisition and repair. Norwich puts strong emphasis on the financial assessment and planning. South Cambridgeshire has been able to rely on the benefits of a buoyant property market and a Council conservation fund, which has been built up to back their buildings at risk programme.

[B] Draw up a realistic timetable and stick to it
Where the owner does not respond, the Repairs Notice process is usually lengthy (see Part 1 Section 17). Whilst recognising this, local authorities can reduce the time taken by efficient procedures and by setting a timescale that allows for proper negotiation without permitting delay.

Norwich advises flexibility within overall timescales, South Cambridgeshire tend to allow plenty of time for negotiation before the Repairs Notice procedure starts but once a Notice has had to be authorised a fairly rigid timetable is adopted. At this stage they will negotiate with the owner but the timetable is not amended. Thus, if an owner decides, having received the Notice, to market his building, every-help is given to find a purchaser, but unless the sale has been completed and the Council notified, the CPO will be served when the time limit has expired. The reason is that the owner will have been fully advised of the possible steps and will have had every opportunity at an earlier stage to market the building.

Comments by other authorities support this. They include:

- 'allocate plenty of time but avoid delays: remember perseverance pays'.
- 'negotiate at the earliest opportunity, but don't hold back for too long

(…) the building can only get worse'.
- 'take action early; make no procedural errors and watch out for owners who will play for time and/or contest everything'.

[C] Importance of Co-ordination within the Council
Ensure that the Council procedures for authorisation of notices are clear and that there are delegated powers available where necessary before starting a case. This is important where the Council's Committee cycles may be widely spread. The need for support from Councillors and colleagues is emphasised. It is essential to establish good relations with the relevant Council officers (e.g. Treasurer, Valuer, Building Inspector) [see Part 1 Section 11] and that the lines of communication are clear.

[D] Keep the Schedule of Repairs brief
South Cambridgeshire have moved to a slightly fuller schedule than their initial half page examples, but firmly support the idea of a general, brief description of the defects which need to be rectified [see Part 2 Section 20].

ACTION CHECKLIST

NB The order of any of these items may overlap and vary. The numbered sequence is for ease of reference. A commentary on each of these stages then follows.

1. Recognise the buildings at risk;
2. Contact owner to discuss alternatives
   - consider possible grants
   - consider alternative uses suitable for redundant building
   - suggest that the owner markets the building;
3. Select appropriate action;
4. Document the case fully;
5. Establish the identity of the owner;
6. Write informally to the owner;
7. Report seeking authorisation to serve Section 48 Notice;
8. Contact potential new owners;
9. Write to owner conveying Committee decision;
10. Survey building to prepare Schedule;
11. Serve Repairs Notice on owner;
12. Monitor owner's response;
13. Firm up information needed for decision on Compulsory Purchase Order
    - costs
    - value
    - use
    - finance
14. Minimum Compensation?;
15. Report to Council
16. Consider supplementary/complementary Urgent Repairs Notice;
17. Write to owner;
18. Serve Compulsory Purchase Order;
19. Prepare for possible appeal by the owner in Magistrates' Court;
20. Compulsory Purchase Order inquiry;
21. Back-to-back deal arranged with third party;

22. Compulsory Purchase Order confirmed;
23. Serve Notice to Treat;
24. Serve Notice to Enter.

[1] Local authority Conservation/Planning Section recognises a building-at-risk [see Part 1 Section 8]
Examples:

- BAR survey (South Cambridgeshire instituted its Repairs Notice programme as a result of a survey which revealed the condition of buildings.) Refusal of an application for Listed Building Consent to demolish alter or extend.
- Representations by outside parties.
- Referral by another Council department e.g. Environmental Health Officers, Building Inspectors (NB Dangerous Structures Order cannot be served on a listed building without the use of Section 47 and 48 or 54 first being considered).

[2] Contact owner to discuss alternatives
Consider possible grants.
Consider alternative uses suitable for the redundant building.
Local authorities are encouraged by Circular 8/87 to be flexible in their approach and a realistic attitude towards a change of use may remove "blight".
Suggest that the owner may wish to market the building.
Suggest possible purchasers.
Communicate with the owner.

The first contact with the owner should be explicitly helpful & positive.

Comments included:
Explain the extent of the perceived problems and the options in dealing with them. Advise on the repairs required. South Cambridgeshire tries to detail the problems they have identified and include relevant advice leaflets with information about any possible grants. They prefer to advise which alternative uses are not appropriate.
Discussions should assist in covering information that will be needed if a CPO is pursued.
Cost of the repairs.
Value of the building in existing condition and when repaired.
Identification and assessment of a likely purchaser.

[3] Select appropriate action
Assess which form of action is likely to be most effective in getting the building repaired.

Is the problem one of neglect? Enforcement action and/or prosecution will probably be more appropriate if unauthorised work has taken place.

Are urgent works under S.54 required? What other legislation is available? [See Part 1, Section 14]

If the Council has not previously used the Repairs Notice procedure, be particularly careful to ensure that the case is a strong one.

[4] Document the case fully
Offer meetings to discuss the case with the owner but a record should be kept of all meetings and any decisions recorded in writing to the owner. Letters may have to be delivered by hand.

Comments included:
One owner refused to collect recorded delivery letters from the Post Office. His failure to respond to a Requisition for Information resulted in a fine with court costs against him.

Site visits should be used to identify in general terms the repairs needed and these should be pointed out to the owner and recorded in writing. Also record photographs of the condition should be taken.

Comments included:
Great care must be taken to avoid errors or scope for miss-understandings – which might result in the case failing. If potential loopholes have been closed, any legal advice the owner receives is likely to lead to compliance.

If the owner is uncooperative formal rights of access can be used to ascertain the condition of the building and to implement the compulsory purchase procedures [see 10 below].

[5] Establish the identity of the owner
This is essential for the legal validity of any Notice. If necessary use the Council's Legal Department. South Cambridgeshire have had no difficulties identifying owners, but Norwich always serve notice under the Local Government Act to avoid any mistakes that could lead to delays later.

The Land Registry is now open to public search for a fee.

A company search may be useful if the owner proves to be an unknown company. Several specialist consultants regularly carry out such searches at Companies House on behalf of local authorities. There is a small fee.

Comments included:
By serving a Requisition for Information prior to the Notice, the owner's negotiating position may shift and lead to negotiated disposal.

When all else fails the Notice can be fixed to the building itself under Section 329 of the Principal Act.

[6] Write informally to the owner
Explain the provisions of 55.47 and 48 and state an intention to report the matter to Committee/Council.

[7] Report seeking authorisation to serve a Section 48 Notice
This will provide an opportunity for publicity about the case, which attract those interested in repairing and/or using the building to come forward.

Comments included:
Ensure the full support of elected members as early as possible.

[8] Contact potential owners
Cultivate an understanding. If there is an active/experienced local Building Preservation Trust, it will probably offer to act as a repairer of last resort. If no local Trust exists, a Regional or even one of the several National BPTS may also be interested. Their possible interest should not be overlooked. Local sympathetic developers know to the LPA may also be worth approaching to establish a preliminary understanding on potential purchase.

The aim is probably to establish a back-to-back deal [see Part 1 Section 16].

[9] Write formally to the owner conveying the Committee decision.
Comments included:
A Council resolution is often enough, without the need to serve the Notice. The owner will often undertake some of all of the works.

[10] Survey the budding to prepare the Schedule (see Part 2)
The schedule should normally be prepared by a qualified professional. The main point to remember is that it must give sufficient information for the owner to comply though, unlike S.S4 there is no requirement to take account of the owner's means.

Comments included:
Do not prepare an over-complicated Schedule. Balance brevity and clarity against a competent permanent repair. Seek de- tailed (and sympathetic) structural advice. One authority noted that private architects tend to act quicker than in-house, but require a clear brief.

If necessary obtain access by formal service of an access notice [under Section 88 of the Planning (Listed Buildings & Conservation Areas) Act 1990 as amended by the Planning & Compensation Act 1991].

It is sensible to send the owner the schedule when prepared accompanied by an explanatory letter.

NB: [5-10] above may occur in the reverse order but formal approval will be needed for any access notice.

[11] Serve Repairs Notice on the owner
A formal letter with a Schedule attached and extracts from the Act. Examples of letters are given in Appendix G. There may be other interested parties to be notified in addition to the freeholder.

[12] Monitor the owner's response
The owner is entitled to start repairs at any time without notifying the planning authority. Either visit the site regularly or maintain contact with the owner to ascertain whether the building will be repaired.

If the owner sells the building, it is important that the new owners should realise what they are taking on.

Comments included:

It should be incumbent upon the Council to indicate to any new owner what is in the schedule and how the Notice should be satisfactorily complied with to discharge it.

If there has been a previous refusal or conditional listed building consent the owner may serve a purchase notice after three months. If this seems likely consider whether there is any reason to serve a CPO before the time limit expires.

[13] Firm up the information needed for a decision on the CPO: costs, value, use, finance
Prepare a feasibility scheme. A costed scheme will probably be needed to convince Councilors and will be essential for the CPO Inquiry. A scheme can also be used in discussion with a future owner. Ensure that the scheme meets likely planning and building regulations requirements. means of escape in case of fire etc.

Obtain advice on valuation in both the current and repaired condition.

Assess sources of finance. Establish good relations with the Council's Treasurer. Norwich emphasised this in ensuring a contingency sum in budgets, since the date of the acquisition can be difficult to predict. South Cambridgeshire have a contingency fund available and consider this greatly eases the procedure.

However, in most cases the Council will prefer to pass the building to a new owner to repair. A local Building Preservation Trust might be persuaded to become involved if the Council is prepared to act as guarantor for any loan required for purchase or repair.

Consider approaching English Heritage for an acquisition grant.

Establish an end user if possible. This will be very helpful at the CPO Inquiry. A local BPT may be willing to give an under- taking to acquire the building if the CPO is successful.

If a developer is interested, the authority should try to persuade a back-to-back deal to be confirmed before serving the CPO.

[14] Minimum compensation? [see Part 1, Section 16]
Consider whether there is evidence that the building has been deliberately neglected:
- Has an application to demolish been refused?
- Has a planning permission for conversion been submitted?
- Has the owner complied with suggestions made by the local authority e.g. for urgent repairs or to market the building?
- Has the local authority had to serve a Section 54 Notice?

[15] After 2 months, report to Council
This will probably be a meeting of the full Council, which will need to resolve to approve an application for a CPO and decide on the inclusion of minimum compensation, if appropriate.

[16] Urgent Works?

By this time or at some later point, the condition of the building may have deteriorated, making urgent works necessary. If the building is vacant or partially unoccupied consider using Section 54 powers. Separate authorisation will be needed.

[17] Write to the owner conveying the Council's decision

[18] Serve the Compulsory Purchase Order
The form of the order is determined by the Acquisition of Land Act 1981 and includes the provision of a map and local advertisement with a time limit for objections to be submitted.

[19] The owner may appeal to the Magistrates' Court against the CPO and/or the minimum compensation [see Part 1, Section 16]
The magistrates' court proceedings are not the same as for a public inquiry and may not allow for the production of proofs of evidence.

[20] CPO Inquiry
Comments included:
Some authorities had a distinct preference for an Informal Hearing where the problems of the building and the grievances of the owner could be aired in a less officious atmosphere.

[21] Compulsory Purchase is confirmed

[**22] Back-to-back deal**
Ensure agreement is signed before pursuing acquisition. Include provision for full repair to agree schedule. There are various methods for achieving this but the Council should be in a position to recover possession if the repairs are not satisfactorily executed within a specified time limit.

Comments included:
Once the building has been acquired it is' vital that the LPA repairs or sells on as quickly as possible. Both alternatives may have important financial, and timing implications for local government financial controls on expenditure and income.

[23] Serve the Notice to Treat
This begins the process for assessing compensation, which may go by appeal to the Lands Tribunal. The local authority may wish to press on with repairs. Serving Notice of Entry allows the authority to take possession of the building and start repairs before compensation is established.

APPENDICES

APPENDIX A – WILLESBOROUGH WINDMILL CASE, ASHFORD, KENT

Ashford Borough Council used the Repairs Notice procedure for the acquisition of Willesborough Windmill (Grade II*). The Secretary of State

confirmed the CPO following a public inquiry. The owner took the case to the High Court, the Appeal Court and to the House of Lords. He was unsuccessful in every case. The House of Lords judgment established some useful points, which are summarised and parts of the judgment are quoted below.

The principal determination was that 3 Repairs Notice can include works for the preservation of the building having regard to its condition at the date it was Listed. It was also determined that a Notice is not necessarily invalidated by the inclusion of items which go beyond what is necessary to preserve the building provided that it also includes the substantial works which are necessary. The reason for this is that the owner has a remedy by appealing to the Magistrates' Court if he thinks the works required are excessive.

From the discussions in this case it was common ground that he definition of works will always relate to the circumstances of the case and involve value judgments about what is reasonable and proper but the judge's comments make it clear that they can include works to prevent the condition of the building from deteriorating and to preserve its special interest.

Action can be taken to preserve a building that is in poor condition when Listed but this must not go beyond preventing its deterioration. On the other hand, a building that is in reasonable condition when Listed may be severely damaged, e.g. by a storm. It can then be repaired to its previous condition by the use of the Repairs Notice procedure. A Repairs Notice should not contain requirements to replace features, which were missing at the date of listing unless these are necessary to preserve the structure.

THE FACTS
The facts were that the windmill was built in 1868 and continued in use until 1938. It was listed in September 1951 and described thus:
"Built in1868 by John Hill of Ashford, mill-wright. Rect. Brick base 2 s. Above this an octagonal smock mill of white weather-boarding with a platform and railing round above the base. Sash ws. with gl. bars intact. Hooded cap. Fantail and sweeps partly missing. The windmill is still worked as a mill but not by wind. Unusually good condition."

The owner acquired the windmill in 1969 and converted it to a house. By October 1983 the building had deteriorated and the local authority served a Repairs Notice. The platform and railing round the base of the mill ("the catwalk") had mostly decayed or been removed, parts of the fantail had been removed and what remained was in danger of collapse, and very little was left of the sweeps.

The council's Repairs Notice included 14 items that dealt with emergency works and repairs to the existing structure and 6 items, which became known as the "restoration items". They included the complete reconstruction of the catwalk and the fantail and the renewal of the stocks and whips (but not the framework or shutters) of the sweeps. The work specified for the catwalk and the sweeps was to be "to the original standard or to a standard approved by the council."

THE PUBLIC INQUIRY DECISION
The appellant had objected at the public inquiry to the inclusion of the

restoration items. He had responded to the notice by dismantling the ruinous remains of the fantail but the inspector found that:

"the steps taken can in my opinion only be described as preliminaries for the eventual preservation of the building rather than as substantial works for its proper preservation."

The inspector concluded:

"that no reasonable steps are being taken for properly preserving the building and that it is expedient to make provision for its preservation and to authorise compulsory acquisition for that purpose."

The crucial paragraphs of the Secretary of State's decision letter dated 16 December 1986, were quoted by Lord Bridge of Harwich in his judgment:

"5. Careful consideration has been given to the legal points set out by the inspector at paragraphs 27 to 44 of his report and his opinion at paragraph 45 that they are for the Secretary of State to decide. Representations were made to the effect that: (i) some of the works included in the repairs notice were appropriate to the restoration of the building rather than to its preservation. The Secretary of State takes the view that the question whether works were properly considered to be reasonably necessary for the preservation of a building is bound, to a certain extent, to be one of fact and degree. He agrees with the inspector's view that in certain instances works, which might normally be considered more appropriate to restoration can, in other circumstances be regarded as necessary for the proper preservation of a building. In the Secretary of State's view, the repairs required to preserve the building contained in the council's repairs notice do not include such items as would invalidate the notice although the Secretary of State accepts that had all, or most, or even a substantial amount of the works required by items 1-12, 14 and 18 of the schedule to the notice been carried out, he would have been satisfied that reasonable steps were being taken for properly preserving the building... 6. The Secretary of State, having considered the legal points raised on behalf of the owners of the mill, considers that there is no legal impediment to prevent him from reaching a decision on the compulsory purchase order on the merits of the case. 7. The inspector's findings of fact and conclusions have been carefully considered. The inspector's conclusion that the building is a particularly important one which warrants every effort being made to preserve it is accepted, as is also his conclusion that no reasonable steps are being taken for properly preserving it... 9. The Secretary of State accepts the inspector's findings of fact and his recommendation and he is satisfied that it is expedient to make provision for the preservation of the building and to authorise its compulsory purchase for that purpose. He has accordingly decided to confirm the order without modification."

HOUSE OF LORDS JUDGMENT

Lord Bridge's judgment begins by usefully expounding how the Repairs Notice procedure fits into the structure of the legislation in respect of enforcement:

"The machinery the Act provides to secure the preservation of a listed

building may be considered under three headings: first, sanctions for unlawful demolition or alteration; secondly, provision for preservation work to be undertaken by the local authority or the Secretary of State; thirdly, provision for compulsory acquisition when reasonable steps are not being taken by the owner for properly preserving the building."

He then outlines the issues raised:

"The challenge... raises two distinct questions of statutory construction. First, what, in the context of sections 114 and 115, is the scope of the "proper preservation" of a listed building which the works specified in a repairs notice under section 115 may be directed to achieve? Secondly, if the notice specifies some works falling within that scope but also others which exceed it, is the statutory condition precedent to compulsory acquisition satisfied or is the notice ineffective for that purpose?"

THE SCOPE OF THE WORKS
He set out the appellant's argument:

"a line must be drawn between preservation and restoration and that… works cannot be considered necessary for the proper preservation of a listed building which are not directed to the preservation of the building as it subsists at the date when the repairs notice is served. He accepts, of course, that the concept of preservation in these sections cannot be limited to keeping the building in the exact condition in which it is when the notice is served since this would frustrate the whole procedure. But he submits no more can ever be considered necessary for preservation than such repairs as are required to secure whatever remains of the building from further deterioration. Thus, for example, if part of the roof is missing or a wall has become unstable, it is accepted that the works to repair the roof or stabilise the wall would properly be directed to preservation of the building. But... if some distinct part of the building, some decorative feature of the building without structural significance or some free-standing object included in the listing under section 54(2)(b) has been accidentally destroyed, works to repair or replace those items...could not properly be included in a repairs notice. This construction... accords with the ordinary meaning of the word, "preservation" in contrast with the word "restoration" found in the provisions relating to the enforcement notice procedure in sections 96 and 97. On the basis of this construction the restoration items specified in the repairs notice in this case were beyond the scope of section 115."

"...I readily accept... that the use of the words "reasonably" and "proper" in the phrase under consideration call for value judgments, weighing such matters as the cost and the benefit of works required for the preservation of a listed building, and that such judgments are entrusted to the acquiring authority under section 115 and to the Secretary of State under section 114. But I think that the word "preservation has to be given its ordinary meaning in contrast with "restoration" and that this does impose an objective limitation which must be applied in considering what the works specified in a repairs notice may be directed to achieve.

"The more difficult question is whether "preservation" of the listed building in

these sections refers to the preservation of the building as it was when listed or of the building as it is when the repairs notice is served...

"I accept that the legislature cannot have intended that immediately following the listing of a building it should be liable to compulsory purchase on the ground that steps were not being taken for properly preserving it because the owner was unwilling to restore features of the building which had ceased to exist before listing. I accept, on the other hand, that if what I will call the date of listing construction is to be preferred to the date of notice construction, a building in disrepair when listed may be the subject of a repairs notice under section 114 specifying works necessary to prevent further deterioration. The line between repair and restoration may not be an easy one to draw with precision, but in practice I doubt if any great difficulty will be found in saying whether any particular works fall on one side of the line or the other. The important issue is whether the date of listing or the date of notice construction is correct."

"...An enforcement notice under section 96 is both penal and coercive; it compels the owner to restore the building or to bear the cost of restoration. A repairs notice is in no way either penal or coercive; it is a procedural preliminary to compulsory acquisition designed to give the owner the opportunity, if he chooses, to undertake the works reasonably necessary for the proper preservation of the building as an alternative to selling it at its market value to the acquiring authority…"

"I believe that the question whether the date of listing or the date of notice construction is correct is to be resolved purposively by considering the underlying policy of the legislation. The public interest in the preservation of buildings of special architectural or historic interest needs no emphasis. Once a building has been listed, that public interest has been declared. If the owner seeks and is denied unconditional listed building consent he will recover any compensation payable under section 171. If a listed building falls into disrepair and that disrepair becomes apparent before the building or part of it collapses, the character of the building can be preserved, if necessary, by emergency works under section 101. But if part of a building collapses without warning or is destroyed by fire or storm damage, the character of the building as a building of special architectural historic interest can only be preserved if the damage is made good. If the date of notice construction is correct, the compulsory purchase machinery is ineffective to serve the public interest in such cases and sections 114 and 115 are of very limited utility. On the other hand, if the date of listing construction is correct, compulsory purchase is available in such cases as the only means, if the owner is unwilling to make good the damage, of preserving the character of the building from which its special architectural and historic interest derives. I have no hesitation in concluding that the date of listing construction is to be preferred. Sections 114 and 115, given this more generous construction do no more than to enable the building as listed to be acquired and preserved at the public expense. The interest of the owner, if he is unwilling to undertake the necessary works, in retaining his property has to yield to the public interest in the same way and on the same terms as the interest of any other property owner whose property is acquired for some necessary public purpose."

INCLUSION OF "VALID" AND "INVALID" ITEMS

" I accept...that the repairs notice served by the council specified works exceeding what could be considered reasonably necessary for the proper preservation of the windmill. The notes entered in the list in 1951 recorded that the fantail and sweeps were then partly missing. The restoration items in the repairs notice specified works for the full restoration of the fantail and partial restoration of the sweeps. The former clearly are, and the latter, in the absence of evidence as to which parts of the sweeps were missing in 1951, must be taken to be, works for the restoration of the building to the condition that it was in before it was listed.

"The Secretary of State however, clearly did not rely on the fact that none of the works specified in relation to the restoration items had been carried out in reaching his conclusion that reasonable steps were not being taken for preserving the wind— mill. There was ample material on which he could reach that conclusion in reliance on the failure to carry out works specified as reasonably necessary for the preservation of the windmill in relation to the other 14 items listed in the repairs notice. His confirmation of the compulsory purchase order, therefore, was perfectly lawful under section 114 unless... the inclusion in the repairs notice of the restoration items ...invalidated the remainder of the notice..."

"...The remaining and crucial question on which the appeal depends is whether a repairs notice… which includes a number of items within the scope of the section ("valid items") and also a number of items beyond the scope of the section ("invalid terms") effectively satisfies the condition precedent to compulsory purchase imposed by section 115. This is a pure question of the construction of the section Provided that the list of valid items is sufficiently substantial to support a conclusion by the Secretary of State, in the event that the specified works are not carried out, that reasonable steps are not being taken for proper- ly preserving the building it is difficult to see why the invalid items should not simply be disregarded..."

The appellant argued that:
"a notice which is excessive puts him in a dilemma; he does not know whether to carry out all the specified works or to omit those works which he considers to be excessive at the risk of having his property acquired if he is held to have been wrong. Such a dilemma may arise whenever the owner of a listed building wishes to challenge any items of works specified in the repairs notice as excessive... The dilemma of the owner is the same whether he wishes to challenge certain items in the repairs notice as being excessive in fact or excessive in law. It seems to me that recourse to the magistrates' court under section 114(6) is tailor-made to provide a solution to the dilemma in either case. This unusual provision empowers the magistrates' court to over-ride the opinion of the acquiring authority and to preempt the decision of the Secretary of State in determining what works are reasonably necessary for the proper preservation of the listed building. The procedure will operate in the following way. The owner who wishes to retain his property in the listed building will put in hand the works specified in the repairs notice which he admits to be necessary for its proper preservation, but not the works specified in the items listed which he wishes to dispute. On receipt of notice under section 12 of the Act of 1981 initiating the compulsory purchase proceedings, he will then apply to the magistrates' court under section 114 for an order

staying those proceedings. If the magistrates court is satisfied that he has taken reasonable steps for properly preserving the listed building by the works he has already put in hand and that the disputed items are excessive, the owner will be entitled to an order staying further proceedings on the compulsory purchase order. In relation to the disputed items, the proceedings initiated in the magistrates' court will in due course resolve all issues of both fact and law and can if necessary be taken on appeal to the Crown Court or on a point of law to the High Court. If at the conclusion of the proceedings it his held against the owner that some of the disputed items are reasonably necessary for the proper preservation of the listed building, he will then be able to put in hand the works specified in relation to those items, and it is inconceivable that the acquiring authority would proceed with the acquisition. If they were to do so, the owner could make a fresh application to the magistrates' court under section 114(6) which would be bound to succeed.

"Being satisfied that this procedure is available to protect the owner of a listed building who is willing to carry out such works as are reasonably necessary for its proper preservation from any prejudice by the inclusion in a repairs notice of invalid terms, I am equally satisfied that the inclusion of such items does not invalidate the remainder of the notice. "

APPENDIX B – AUTHORITIES NOT RESPONDING TO THE QUESTINNAIRE

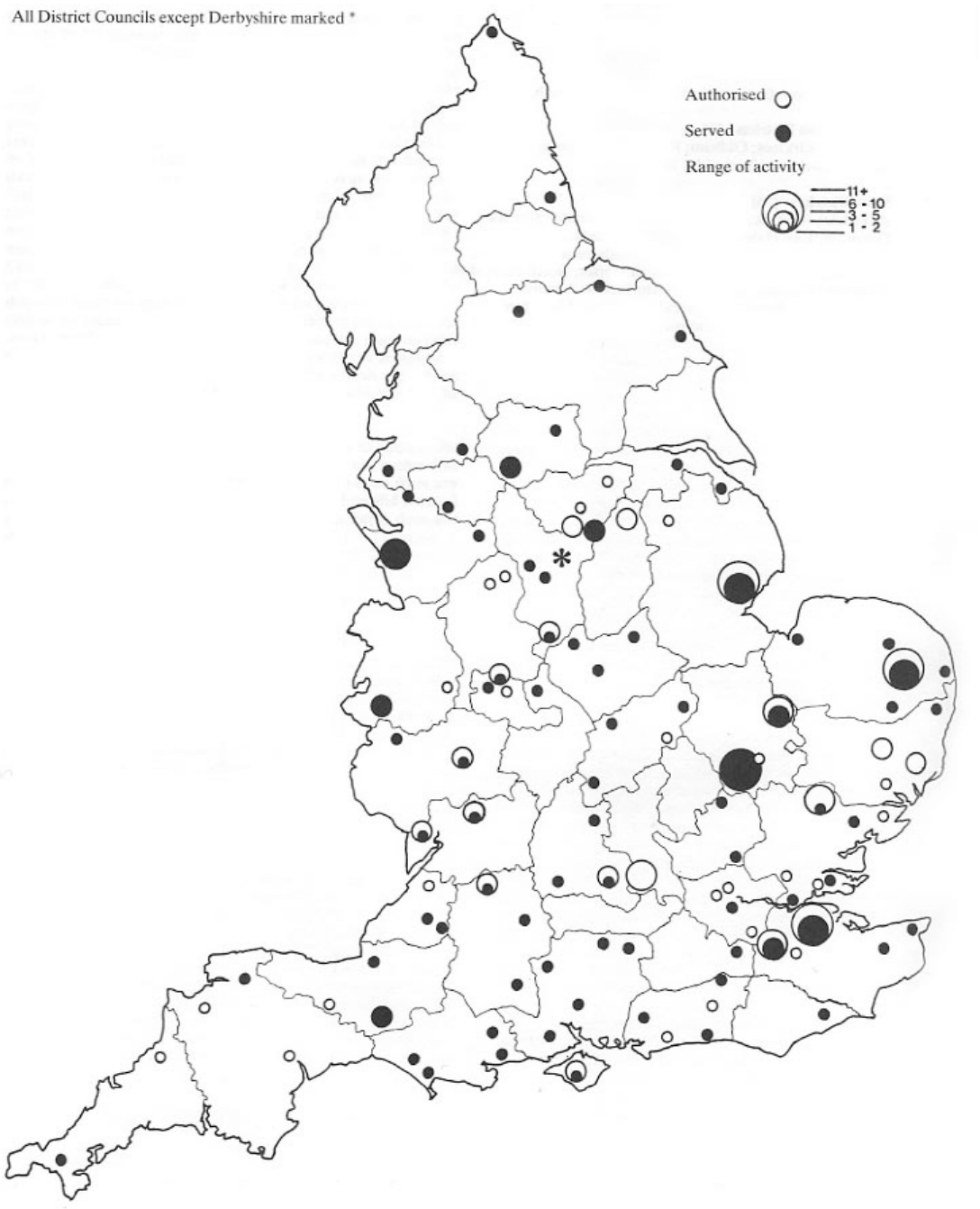
Counties – [3] Hereford & Worcester; Hertfordshire; Norfolk

London Boroughs - [4] City of London Greenwich; Houndslow; Lambeth

Metropolitan Districts – [10] Bradford; Kirklees; Oldham; Rochdale; Rotherham Rotherham; St Helens; Sefton; Stockport; Tameside; Wirral

Shire Districts - [36]Allerdale; Alnwick; Ashford; Breckland; Bristol; Carrick; Dacorum; East Hampshire; East Hertfordshire; Eden; Gloucester; Hinckley & Bosworth; Holderness; Maidstone; Maldon; Mendip; Mid Sussex; North Dorset; North Shropshire; Oswestry; Purbeck; Reading; Restormel; St Albans; Southampton; Stroud; Teignbridge; Torbay; Uttlesford; Wansdyke; Warwick; Welwyn-Hatfield; West Oxfordshire; Wrekin; Wychavon.

APPENDIX C – GEOGRPAHICAL SPREAD OF REPAIRS NOTICES 1984-90



APPENDIX D – SCHEDULED RETURNED WITH THE QUESTINNAIRE

Bath	Two houses
Berwick on Tweed	Hospital; country mansion
Birmingham	Farm buildings; warehouse
Bolsover	House; shop; ex-school
Boston	Twelve dwellings;
Brentwood	Model farm buildings
Broadland	Brick wall; flint wall
Broxboune	Lodge
Calderdale	Two houses; barn; pottery
Canterbury	Farmhouse
Charnwood	Shop (formerly cottage)
Cheltenham	Shop with dwelling; offices

Chester	Manor houses; warehouse
Crawley	House
Derbyshire Dales	Coach house to Public House; house
Derby	Farmhouse & outbuildings; cottages
East Dorset	House
East Northants	Two houses
Exeter	Two houses
Forest of Dean	Three houses
Gateshead	Stable block
Great Yarmouth	Shop with dwelling
Hart	House
Isle of Wight	Hotel
Kennet	Offices (former shop)
Kingswood	Farmhouse; Sunday School
Kings Lynn & W Norfolk	House
Leicester	Shop
New Forest	Farmhouse; barn
North Wiltshire	Two manor houses; house; barn
Northavon	House
Norwich	Seven shops; two houses; barn
Rochford	House
Rossendale	Multi-storey former textile mill
Rother	Warehouses
Salisbury	Pub and brew house
Sedgemoor	Palladian Garden Temple
South Cambridgeshire	3 houses; chapel
South Derbyshire	House
South Norfolk	Rectory
South Northants	Two houses
South Oxfordshire	Former school; house
South Somerset	Two houses; shop; Market Hall
Tendring	House
Thanet	Large detached house
Trafford	Farmhouse
Walsall	Public House; shop
West Lancashire	Stable block; Hunting Lodge
West Lindsey	House: Lodge
Weymouth & Portland	House
Wigan	Manor house
Worthing	Shop; hotel

APPENDIX E – INDEX OF BUILDING TYPES [WHERE DEFINED]

NB: Building types with a variety of descriptive names are classified according to the name given in the questionnaire i.e. for dwellings, look up cottage; house; manor house etc. This will enable the user to more prec1s'ely identify what type of building has been dealt with elsewhere.

Almshouses	Boston
Banks	South Shropshire
Barns	Calderdale; East Cambridgeshire; New Forest; North Wiltshire; South Shropshire; Stafford Moorland.
Bottle ovens [pottery industry]	Stoke on Trent
Brewery/makings	Colchester
Bridge '	Wycombe
Chapels [Redundant]	Norwich (Baptist); South Cambridgeshire (United Reformed)
Chapel to hospital	Chesterfield
Churches [Redundant]	Braintree; Eastleigh; Southend; Stoke-on-Trent (Methodist); Vale of White Horse(United Reformed)
Clay pipe works, kilns & stacks	Bridgnorth
Cottages	Boston; Derby; Forest of Dean; Hart; Norwich; Suffolk Coastal; Test Valley; Thurrock; Torridge; West Lindsey
Dovecotes	East Cambridgeshire; South Cambridgeshire

Factories	Sheffield; Walsall
Farmhouses	Canterbury; Derby; Doncaster; Kingswood; New Forest; Macclesfield; Melton; South Derbyshire; Trafford; Wycombe
Farm buildings	Birmingham; Braintree
Flat over shop	Wycombe
Former Railway Station	Derbyshire
Folly Tower	Mid Suffolk
Forge	South Cambridgeshire
Garden Temple	Sedgemoor
Harbour offices	North Cornwall
Hospital [ex-military]	Berwick-upon-Tweed
Hospital [now hotel]	Westminster?
Hostel	Chester
Hotel	Isle of Wight; Scarborough; South Oxfordshire; Worthing
Houses	Arun; Bassetlaw; Bath; Bolsover; Braintree; Bromley; Calderdale; Cambridge; Canterbury; Cheltenham; Chester; Chesterfield; Chichester; Crawley; Derbyshire; Derbyshire Dales; East Cambridgeshire; East Dorset; East Northamptonshire; Exeter; Forest of Dean; Glanford; Kings Lynn; Leeds; Leominster; Lewisham; Mid Suffolk; North Cornwall; North Devon; North Hertfordshire; North Wiltshire; Northavon; Norwich; Penwith; Reigate & Banstead; Richmondshire; Rochford; Sevenoaks; South Cambridgeshire; South Derbyshire; South Northamptonshire; South Oxfordshire; South Shropshire; South Somerset; Swale; Taunton Deane; Tendring; Thanet; Tonbridge and Malling; Vale of White Horse; West Dorset; Weymouth & Portland; Worcester
Hunting Lodge	West Lancashire
Kitchen Garden [Walled]	Langbaurgh-on-Tees
Lodges/Gatehouses	Broxbourne; South Somerset
Manor houses/Country Mansions	Berwick-upon-Tweed; Chester; North Wiltshire; South Shropshire; Wigan
Market House	South Somerset
Meeting Hall	Worcester
Net store	Waveney
Offices	Cheltenham; Leeds; Worcester
Outbuildings to Public Houses	Cherwell; Derbyshire Dales; Norwich
Pottery	Calderdale
Public Houses	Daventry; Salisbury; South Shropshire; Walsall
Rectory/Vicarage	South Norfolk; South Oxfordshire
Schools [Redundant]	Bolsover; Horsham; North Warwickshire; South Oxfordshire
Shop (with living accommodation etc.)	Bassetlaw; Bolsover; Braintree; Charnwood; Cheltenham; Chester; Great Yarmouth; Ipswich; Leicester; Melton; Norwich; Sevenoaks; South Cambridgeshire; South Somerset; Swale; Walsall; Westminster; Worthing
Stable blocks, coachhouses etc.	Gateshead; West Lancashire
Storage buildings	Norwich
Sunday School	Kingswood
Textile Mill	Rossendale
Theatre [Façade only]	Bournemouth
Warehouses	Birmingham; Chester; Rother
Watermills	Basingstoke and Deane; Reigate & Banstead
Wall	Braintree; Broadland
Windmills	Cleethorpes; South Cambridgeshire

APPENDIX F – REPAIRS NOTICE SCHEDULE CLAUSES

IMPORTANT NOTE - The clauses set out in this' Appendix are taken from Repairs Notice schedules used by those who returned the survey

questionnaire. Before using this appendix' readers should refer to Part Two of the report which discusses the schedules, and should always bear mind that the clauses are included as general examples that have been used, should not be unthinkingly applies and are not necessarily precisely appropriate models for imitation.

Always remember the first principle that a Schedule should be as brief as reasonably possible. In the examples of repair clauses that follow, the shorter forms are generally given first, followed by other variations and elaborations. Some additional hybrid comprehensive clauses are set out, which may also prove to be useful.

Many further permutations are possible [by combining shorter phrases and details as required] but the comprehensive detailed clauses have been restricted to typical or unusual examples.

Specifiers must decide for themselves just how much detail is appropriate in the circumstances of the case in hand. Caution is advised about using the Schedule clauses contained in this report out of their original context.

It is also important to strike a balance between succinctness and comprehensiveness. The level of detail set down in a Schedule will require a judgment as to whether the threat of the repairs specified will actually need to be enforced. By way of preparation the following two, basic questions should be asked:

- On the information presented, is the recipient likely to repair the building within 2 months?
- Will an outline, sketch Schedule be sufficiently comprehensible to ensure that the nature of the repairs required will be understood, or will further negotiation and elaboration of detail be necessary on the local planning authority's part guarantee an appropriate standard of repair?

Note: Square brackets inserted in an italicized clause [ ] define, where appropriate, an option, a location or a quantity.

GENERAL CLAUSES
Preambles
A small number of Schedules contained preambles. This probably stems from the conventions of writing building specifications. The examples given below establish the status of the Schedule; how the building should be protected while the Schedule works were to be undertaken; the expected standard of workmanship and how the work should proceed.

Comment has already been made about the procedures for agreement on alterations and variations to the Schedule. It is also important to remember that when the building is in such poor condition that substantial areas may require taking down and rebuilding, that an accurate record is made beforehand to facilitate accurate reconstruction.

This schedule is not to be read as a specification and it is the responsibility of the owner and/or his agents to ensure that all the work carried out and the materials used are of the required standard to ensure the proper protection

and preservation of the buildings. Where details are given (e.g. mortar mixes) it is because they are specifically necessary for the preservation of the building.

The exclusion or omission of any works in the Schedule does not relieve the owner of any responsibility regarding the structural stability of the building.

No alterations or any variations to this schedule are to be made without the prior written consent of the local planning authority and/or its advisors.

Prior to demolition work photographs. sketch drawings, records etc., are to be employed to ensure the original design can be accurately re-produced.

Engage a Consultant Structural Engineer to carry out a detailed inspection and report on the stability of the structure and the extent of the repairs necessary to restore it to a sound condition, and supervise the works.

The works described shall be carried out speedily and efficiently in a workman-like manner, during normal working hours and on normal working days.

The repair works are to be carried out and completed with due diligence and in a proper and workmanlike manner using materials and workmanship of the quality and standards which are the best if their respective kinds and conform where applicable to current British Standards and Codes of Practice.

Throughout the repair work it is essential that the greatest possible care is taken to eliminate every possibility of damage to the fabric and contents of the building from any cause whatsoever. All necessary supports, shores, hoardings, screens etc. are to be maintained as necessary for the complete protection of the building and its contents and all persons from all harm whatsoever arising from the works. All damage occasioned at any time during the progress of the work is to be completely repaired. Similarly, all reasonable precautions are to be taken to avoid damage to adjoining properties and public and private roadways.

Although insurance can cover financial loss, it cannot replace a historic building. Full adequate fire protection is therefore to be discussed and agreed with the Fire Officer and maintained throughout the works. Extreme care must be taken with blowlamps and the like, flammable materials and smoking.
[**Note:** The aim behind this clause although laudable has obvious great inherent dangers. It may not be enforceable in a Schedule. It would be preferable to treat this as an advisory item in advance and to insist on a Hot Works Permit arrangement with the repairer]

In one Schedule an item covered adequate insurance cover during the course of the works. This the type of clause which would normally be defined in contract documentation rather than a Schedule, and although the owner and contractor would have Health and Safety obligations and a duty of care, it is doubtful if this should be included within the Schedule itself.

In carrying out the works, the appointed Contractor shall be required to take out adequate insurance to cover general protection to (the occupants of the adjacent property and the general public).

General definitions
The ability by the owner to challenge the works has been a significant preoccupation of a number of local authorities even though these may not be justified by events, as referred to in Section 10 above. One way of reducing this is to define general terms. (This should not to be confused with defining the qualities expected of certain building materials: timbers lead etc., which are dealt with later). One Authority set out general terminology in the three clauses below.

When 'replacement' is described in this schedule, this' should be undertaken to the same design, and using the some materials, as the original element.

Inclusion of an item, whether or not it is qualified by the words 'defective', 'cracked', 'missing', 'displaced', 'broken', 'decayed', 'loose, 'fractured, 'settlement, 'deflection' or 'dry-rot' means that it no longer serves the function to which it was intended, due to such reasons as: lack of maintenance; age and natural weathering; physical removal or damage; - attack by bacteriological or fungal agents; or attack by wood-boring insects.

The words 'as necessary' where they relate to 'repair', 'repaint','dismantle', 're-glaze', 're-putty', 'overhaul', 'replace", 'rebuild', provide and fix', 'strip', 'strip-back', or 'redecorate' refer to the requirement to attend to those elements of the building that have failed for one or more of the reasons stated in the paragraphs above so that they may once again more fulfill the structural, protective or architectural functions for which they were built. In particular, it is expected that wherever possible defective features should be repaired, rather than replaced by new materials.

ACCESS- PROTECTION - SECURITY
Careful thought was given by a number of local authorities to the protection of the building, its security and means of access, both to the sit and to the area s of the building where repairs were to be undertaken.

Clauses for the full repair of boundary walls and gates etc. forming gates etc. part of the works necessary and contained within the curtilage or de- scribed in the Statutory List are set out under the Other External Works category below.

Vehicular access to the site and building for the purposes of these works is to be limited to [the existing access] off [ ] Street.

Place timber bulks around building to prevent accidental damage from vehicles.

Gates shall be provided at [ ] to enable access for legitimate visitors, (nominated contractors, Council officials, for example).

A secure lock or other fastening is required to prevent unauthorised entry and

ensure the property is wind and weatherproof.

The site and the buildings to be kept secure from entry by unauthorised persons at all times and unauthorised access onto any scaffolding prevented.

In cases where isolated rural buildings are involved, the level of security is less and is more an indication to the unwary of danger. There is sometimes a need to prevent trespass and livestock from entering the building perimeter for their safety and that of the building.

All boundary fences should be examined and repaired to a standard sufficient to prevent trespass.

Erect a stout stock-proof post and rail fence around the perimeter of [the Temple], comprising 75 x 150 x 2.1M. high posts at 1.8M. centres set 700 mm. into ground with 4 No. rails 38 x 87mm spaced 250mm apart, top rail 100 mm. below top of post, all timber treated with preservative to BS.1722 part 7. The fence is to be positioned not nearer than 3 M. from the building.

It is essential to ensure that buildings vulnerable to theft and/or vandalism are adequately protected not only for the duration of the works but afterward. There will be cases where the building will remain vulnerable after completed especially where no immediate use for the building can be found.

Provide all necessary security to the building whilst work is in progress, and upon completion.

Check all existing windows for security. Re-secure where necessary by fixing 19mm exterior quality plywood externally, cut to fit inside the reveals and set back from the outside face of the building. Bolt plywood with carriage bolts and nuts to battens fixed internally.
[**Note:** This method prevents the panels from being unscrewed from the exterior and avoids damage to existing joinery, but a decision must be made about existing and/or proposed glazing. Where frames are missing or it inadequate fore the purpose it will be necessary to provide temporary framing. Arrangements for ventilation should be made if appropriate. Any door openings, which are not secure, must be similarly board up. Irrespective of whether the building is occupied or vacant, allowance must be made for access to the interior.]

All widows/openings to the [ ] elevations to be securely boarded over to prevent the ingress of wind and weather, further vandalism and authorised entry. The [ ] openings shall be in-filled with solid blockwork (with the provision of air vents to allow free movement of air throughout the building).

It is essential to ensure that no damage is done to historic features of the building during the erection of scaffolding and the execution of the works. Heavily trafficked areas within a building, e.g. historic staircases and fixtures such as fireplaces need to be protected by boxing-in etc. There may also be much rubbish and debris. This may or may not contain salvageable items.

All the works to be carried out in such a manner as to avoid further damage to the [remaining] historic fabric of the building.

Protect the following fittings whilst work is' in progress: [named features e. g. contemporary fluted fireplace surround].

Remove all rubbish and furniture from building and yard, with the exception of [named features], that must not be removed without consent.

In cases where parts of the building have been dismantled and/or the materials stacked for reuse it may be necessary to specify security arrangements to ensure these are not stolen.

All building materials at present stored outside the building should be placed within the building or stored inside the [courtyard] close to the [courtyard wall] to deter thieves/vandals.

All outbuildings not specifically mentioned in the Schedule above shall be securely locked.

Many buildings will need to be scaffolded and suitably weather-proofed during the works. Scaffolding over roads and pavements will require a license from the local authority, which should be obtained in advance. Licensing should obviate any need to specify that the scaffolding must not impede traffic or pedestrians and whether temporary external lighting is therefore necessary.

Specifiers must decide if scaffolding should be for inspection or as a full working arrangement; whether it is to be non-ferrous; whether the scaffolding pole ends should to be capped to prevent damage to the surface of the building; and whether tarpaulins and fans are needed.

Provide temporary weather protection and security to structure whilst work is' in progress and on completion.

Before work commences provide a suitable weatherproof temporary cocoon so that the building can be stripped and examined in detail without further damp penetration to the structure. ***All*** *scaffolding is to be non-ferrous and is to be carefully checked, securely constructed, maintained and carefully dismantled so as to avoid all damage to the building whatsoever.*

Erect scaffolding tarpaulins and fans, and any necessary temporary lighting for the protection of the public. Provide all necessary temporary supports.

Consideration of the safety of the repairers should be considered but it is a moot point whether it is necessary to specify this in the Schedule, as one authority did.

Sufficient safety precautions shall be observed including the provision of lights and notices throughout the period of the works to comply with Public Health and Health and Safety at Work legislation as required, to ensure that workmen on the site and the public using the highway and pavement are not put at risk.

Security after repair was referred to above. When vandalism is a particular problem it may be necessary to consider measures to protect the building after repair. However, although the clauses set out below have not been challenged, authorities are strongly advised to seek legal advice about the extent to which these works can be considered "reasonably necessary".

The building is to be inspected at regular intervals to monitor its condition and any damage reported to the local authority.
[**Note**: The inspection period should be stated and to whom the report should be made]

It is considered the judgment of the Council that the steps carried out for the proper preservation of the listed building[s] should be subsequently protected from deterioration, deliberate damage or theft by:

a) Instigation of regular protection through a recognised security contractor; or,
b) Employment of a resident caretaker in the repaired building with specific responsibility for the maintenance of the building[s] (including maintenance of rainwater goods, doors, windows and boundary fences and gates; and
c) Urgent attention to the preparation and implementation of schemes for conversion and active occupation of all buildings on the site.

SPECIFIC WORKS - ROOFING
Most Schedules contained roofing repair clauses perhaps because the failure of the integrity of the roof covering is the single most obvious cause of serious disrepair, leading, with the ingress of water to further rapid deterioration.

Where roof forms were simple, most schedules expressed the roofing repairs as one roofing long combination clause. Where there were more complicated roof designs: for example, slopes and flats; and/or several dissimilar materials such as slates and leadwork; or where extensive works were required to the roof structure, the repair elements were split into separate operations. Chimney works were always specified separately. specified separately.

In this sequence of operations, the examples of detailed combination are given last.

Roofs - stripping
Carefully strip the [Welsh][slates][tiles][pantiles], [hips] and ridges to the roofs and set aside sound [ ] for reuse. Strip off all [battens][flashings][cement fillets] etc. De-nail rafters.

Clear all rubbish from the roof space.

Clean whole roof area removing ceilings etc. where necessary to gain access and thoroughly treat with approved timber preservative.

Roofing – works to structure
Some roofs will be either substantially sound requiring only specific localised repairs or will have a specific fault. Whichever is the case it will be essential to

ensure that all timbers are treated against insect and fungal attack: and if there is any doubt about the structure that the roof trusses and repair joints and fixings are fully triangulated.

Renew all gutters including bearers, boarding, lead work etc.

Check condition of wall plate, cut out and renew with sound seasoned timber as required.

Fix furring pieces to top face of rafters to improve line where uneven.

Cut out defective sections of rafter feet, scarf in new sections to match the existing using the same species of timber.

Re-level roof structure in all planes. Firmly spike rafters to wall plate.

Strap wall plates to brickwork with 30 x 6mm. galvanised mild steel straps at 1800 centres: Strap rafters to gable brickwork with 30 x 6 mm. galvanised mild steel straps at 1200 centres.

When the repairs become more substantial, all timbers may need to be examined, it will be important that the "reasonable repair" test is not lost site of. Although the schedule clauses remain somewhat generalized; decisions need to be made on whether replacement timber must match and if they do not, whether this will affect the character or appearance of the building.

Remove all internal and external timber badly affected by insect and fungal attack and remove from site. Replace with new treated timber.

Repair or replace all sections of damaged or decayed plates with the same species to the original sections. The joints are to match existing.

Inspect all roof timbers. Cut out all rotten, broken or otherwise defective roof timbers [rafters, joists, collars, wall plates boarding etc.] and replace with the same species to the original sections to match. Spray all existing and new roof timbers with a proprietary "triple action" curative grade wood preservative.

Remove existing thatching pins to rafters and retain within the building for reuse.
[**Note:** This is the only specialist thatching clause of all the Schedules examined]

Roofing - recovering
A wide range of Schedule clauses were given for the recovering of roofs, in varying degrees of detail from simple repair to complete recovering. Under-felting was not required in every case - it was generally omitted on farm and industrial buildings. There appeared to be some latitude in defining the acceptability of "second hand" materials for reuse; and divergence on the best practice of re-fixing roofing materials to battens. No schedule required riven battens and apart from occasional mention of the gauging of battening. No reference was made to the coursing of materials its likely effect on the final appearance of the recovered roof. Only one schedule provided

separate requirements for caves and verges.

Replace all missing slates to roof to match existing.

Re-fix any loose or slipped [material] replace any broken or damaged or mix in [ ] to mulch existing.

Fell and batten roof and [retile][re-slate] using existing [ ] as far as possible. Make up with [secondhand] or [new][clay pantiles][peg tiles][natural slates] to match existing. Reset ridge and hip tiles.

Felt, batten and reroof in a natural roofing material such as clay plain tile or pantile, to the local authority's approval. Fit flashings to abutments and chimneys. Alternatively re-thatch roof.

Replace [clay pantile] roof covering on new felt and battens. Sprocket out at eaves level to ensure that the roof falls to the gutter level. Ensure adequate ventilation to roof timbers is maintained. Fix new of secondhand ridge tiles.

Provide felt underlay, reinforced on woven base in accordance with B.S. 747 Part 2. Horizontal and vertical laps to be a minimum of 150 mm. Underlay to be nailed at laps at 300 mm. centres. The underlay should be allowed to sag slightly between rafters to prevent possible build up of water behind the battens.

Recover roofs with stripped slates, making up any losses with matching Welsh slates, copper nailed to 23 x 19 mm. Tanalised slating battens, fixed with 50 mm. galvanised nails over under-slating felt conforming to B.S. 747 type 1F. Ends carefully cut and butt jointed over rafters, joints to be staggered. The felt to be dressed over the eaves tilt board.

The whole roof should be re-laid on treated softwood laths (50 x 25 mm.) laid to the same gauge as existing. As many of the existing slates as possible should be reused and the shortfall made up with matching stone slates. The slates should not be turned and should be laid to match the original courses.

Counter-batten and batten using treated sawn softwood to BS.1318. Counter barrens to be a minimum 40 mm. x 20 mm. Battens are to be a minimum of 40 mm. X 20 mm. where rafters are at 450 mm. centres or more.

Completely retile all roof slopes, using existing salvaged peg tiles. Shortages to be made up with matching secondhand peg tiles. Broken, laminated or badly chipped tiles shall not be used. The above also applies to ridge and valley tiles. Each tile to be hung with one 38mm alloy tile peg. Allow for double course at eaves with eaves tile under-cloak, fixed over a 38 mm. to 19 mm. tapered tilt board. First full eaves course to be bedded. Mortar shall be half part ordinary Portland cement, 2 parts hydrated lime, 5 parts clean sand.

Retile roof using those sound tiles set aside for re-use. Deficit to be made up using secondhand, [hand made clay] tiles to match existing laid in a well-mixed manner. Tiles to comply with B.S. 402. Tiles to be laid with half tile lap to give bond, and at a 100mm (4 ") gauge. Two pegs to be used per tile, every

fourth course shall be nailed. Tiles to be nailed at the end of every course, and adjacent to abutments and verges. At eaves. a double eaves course and one under eaves course to be nailed. The top two courses of tiles to be nailed and at hips. At valleys, the tiles adjacent to the purpose made valley tiles to be nailed.

At Eaves: *The half-tile under course at eaves to be [clay] tiles (machine-made are acceptable). Concrete tiles must not be used in this situation. The eaves course to overhang the rainwater gutter by 38-50 mm.*

At Verge: *Tiling to be tiled to prevent dripping of run-off water. Form under cloak bedded in lime mortar. Verge tiling to be similarly bedded on under cloak and pointed up with mortar, which should be lightly brushed with a stiff brush before going off. Edges of tiles are to be kept clean. Bonding to be carried out in tile-and-a-half-tiles, no end tiles to be used.*

Roofing - valleys, flashings copings etc.
All valleys, and flashings previously laid in lead were re-specified in lead, and almost without exception, schedules which dealt with inadequate or defective cement flashings, abutments etc. specified new lead replacements. Not all Schedules required replacement and there were instances where re-dressing was considered sufficient. Several Schedules included a note in the preliminaries about the need to conform to the requirements of the Lead Sheet Association (formerly the Lead Development Association) but the document usually referred to: "Lead Sheet in building" ***now out of print***. [See note below].

One major and two minor points are worth remembering. Repairs by lead burning should be carried out with extreme caution to avoid the risk of fire. For the avoidance of doubt, and bearing in mind the crucial importance of valleys etc. to the integrity of the structure, the specific Code of lead appropriate for the job should be stated and not left to chance. Also in any costing there should be a credit for old lead removed and carted away.

All new lead shall be specified to comply with the Lead Development Association handbook 'Lead Sheet in Building' with regards thickness, area of sheets, rolls, drips, underlay, clips and joints. Where roof coverings and gutter linings are specified as requiring renewal it shall include all cover flashings, apron flashings and other ancillary leadwork.
[Note: 'Lead sheet in building' is now out of print. LSA have published revised Part 1 on flashings and intend to publish Part 2 on sheet work in I992 or 93.]

Dress down lead flashings onto hips. Valley gutters should be relined with minimum Code 6 lead.

Hack off all existing cement fillets at abutments between roof and party walls/stacks. Also remove any defective lead flashings.

Solder repair (lead burn) only in exceptional circumstances.

Form lead hips and flashings all as existing. [Note: Code of lead?]

Renew all chimney flashings and soakers in Code 4 sheet lead.

New Lead flashing - minimum Code 4 - should be provided at the base of chimney[s].

The portico roof should be recovered using minimum Code 7 lead with a minimum Code 5 lead for up-stands.

Replace/renew as necessary Code 5 lead-covered hips and ridges on solid wood rolls. Replace all missing or defective [lead] flashings.

Remove defective felt gutter all around roof of main block and replace with new lead gutter, including appropriate steps, upturns and cover flashings, and replace defective gutter boards and supports as necessary.

Strip out existing lead lined valley gutter between [ ] and [ ].

Construct new valley gutter with treated softwood bearers and marine ply decking and lay boards. Cover with minimum Code 6 lead, laid on inodorous felt or non-bituminous building paper underlay, all in accordance with Lead Sheet Association recommended good practice.

Strip the [asphalt] roof covering to the central valley gutter and renew any defective timbers and decking to a standard sufficient for a lead covering. Recover the valley with Code 6 sheet lead to falls and wholly in accordance with the recommendations of the Lead Sheet Association.

Replace all ridges and bed securely on 1:1:6 (cement: lime: sand) mortar including hip irons to all hips.

Roofing – dormers etc.
A number of specific clauses related either to rooftop architectural features, or to arrangements for access. The comments made above concerning roofing valleys, flashings and copings concerning the specification of codes of leadwork also apply here.

Make good finial on top of roof.

Renew all coverings to dormer tops and checks.

Renew all defective timbers including glazing bars to dormer windows [to match existing], cover tops in lead and [re-slate][re- render][re-lead] cheeks.

Cut out and replace all defective woodwork to louvered vent on roof.

Make good flashings.

Renew completely access dormer to valley gutter complete,

Reconstruct external access hatches to roof and roof spaces incorporating lead covered doors and necessary means of weathering and securing.

The clock mechanism is to be cleaned and overhauled by a specialist to be approved and repairs to the faces carried out as required.

Cupola and Tower: *Existing opening formerly housing the clock to be made wind and weather tight, by boarding up on the inner face of the opening, with external quality plywood painted black.*

In the clause below some latitude seems to have been given as to the approach to be adopted and two alternative courses of action are offered.

Either remove [ ] roof lights, frame up opening and felt, batten and tile over openings or make good or renew existing lights.

Roofing - detailed combination clauses
Four examples of detailed combination clauses are given. These bring together many of the individual roofing elements illustrated above including structural timber repairs but usually involving the complete recovering of the roofs rather than being limited to specific elements. The need to retain or replicate the original roof structure is emphasised.
[Note: Where all defective roof timbers are to be removed and the structure renewed using timber of adequate dimensions, it will be necessary to decide at what point the Building Regulations become involved?]

The whole roof should be re-roofed salvaging and re-using any good timber where possible. New trusses and purlins shall be provided to match the existing, and new battens shall be provided. All new timbers shall be pre-treated and the remaining timbers shall be treated with preservative in situ.

Remove [asbestos] roof covering, laths, old [thatch], and perished cast iron guttering. Check the condition of all roof timbers. Repair as necessary, retaining as far as possible the original roof structure. Strengthen or plate any weakened ties or joints, and renew any inadequate tie bars and plates. Ensure that roof structure is sufficiently strong to take new roofing materials.

Remove existing roof covering and replace all defective roof timbers, including common rafters, purlins and trusses. The form in which the roof is to be reinstated is to match the form of the existing roof precisely. New timbers are to be treated against timber infestation and protected where built into the existing masonry, by wrapping the ends in bituminous felt as a precaution against re-infestation. Re-slate the entire roof, utilising the existing where sound and providing new matching slate as required, laid to diminishing courses to match the original slating pattern.

Carefully strip existing covering to roof [between coped upstand walls], setting aside sound [slates] and any remaining ridges for re-use. Dispose of all battens. Dispose of all defective roof timbers and renew in preservative treated [softwood]. Treat all remaining timbers with curative grade preservative. Lay reinforced slaters felt (B.S. 747 type 1F) over spars. Fix 38 mm. x 19 mm. tanalised battens to the appropriate gauge for [slates] to front slope and [clay pantiles] fixed with alloy or copper nails including Code 3 lead soakers to all abutments. Re-fix clay ridges, if necessary using second hand ridges to match the originals.

CHIMNEY STACKS

Chimney Stacks pose a number of problems because of their inaccessibility, potential for cracking and general instability and their relationship to the structure. A number of authorities required the owner to obtain a Structural Engineer's report on the stability of the stack and supporting structure e.g. the top section of an adjacent gable.

In some cases the works were very straightforward requiring merely that the chimney flue[s] be cleaned in anticipation of future use, or examined and overhauled, repointed etc. however, one local authority required that allowance be made for possible lining of the chimney. The chimney flues provide important sources of ventilation. If these are blocked problems of condensation within the flue can arise. Clauses relating to such ventilation are covered in the section on ventilation under Internal Works.

Thoroughly sweep chimneystack.

Slacks - generally renew all defective ashlar and rubble-work, point in all open joints.

Thoroughly sweep all fines. Carefully examine [all] chimney[s] for [stability] [extent of cracking] [deterioration of flaunching]. Reset any loose bricks, repoint and re-fix pots as required.

Where cracking was pronounced and chimney unstable the Schedule required the chimney to be dismantled and rebuilt.
[Note: although flaunchings were often referred to, flashings were not. These require equal attention, or should be covered in a roofing clause as appropriate.

Chimneystacks should be and rebuilt to their original design and provided with new [stone] cappings and matching pots.

Take down and rebuild the [highest (central)] stack as necessary to rectify cracking, at least [ ] courses. Rebuild as existing and replace defective mortar flaunchings.

Cut out defective brickwork to slack, repair flaunching. provide and fix Code 4 lead flashing to all abutments.

The treatment of chimney pots were frequently specifies as a separate item occasionally in some detail.

Remove leaning and dangerous chimney pots. Rebuild the top sections of the chimneystacks where the existing [stonework] is loose and dangerous.

Make good and replace any defective or missing chimney pots to match exactly the existing pattern. Ensure that any chimney stacks are adequately ventilated and repair all flashings as necessary.

Provide and fix' new [red] clay [tapered] pots to [ ] stack[s] and bed in a flaunching of 1:1: 6 (cement: lime: sand).

[Note: This clause was accompanied by the following explanation:- " this is to prevent further erosion stone withes between flues)"].

Remove top [3 No.] courses of [both] stacks. Rebuild using existing [stone and any new matching stone necessary] in 1: 2: 8 (cement: lime: sand) mortar. Provide stone aps and new set of [6 No.] matching [buff] clay chimney pots.

The majority of schedule clauses required comprehensive rebuilding and in almost all cases were specific about mortar mixes, the most common being 1: 2: 8 (cement: lime: sand). Occasionally alternative course of action were offered although the specification of resin bonded repairs were rare. Specific requirements for the treatment of disused flues were uncommon.

Take down to roof level the chimney stack an d rebuild (with reclaimed bricks plus second hand bricks to match) [ ] courses high above the stone string course plus over-sailing course using 1: 2: 8 mix (cement: lime: sand).

Rebuild chimneystack to same height as gable brickwork in salvaged or imported matching second hand bricks complete with [3 No.] over-sailing courses. Cap stack with natural stone flag, provide [2 No.][Redbank No.80] chimneypots. Vent disused flues with airbricks inside of stack.

Either (a) take down defective stacks [minimum X no.] and replace with identical stacks in [natural stone] of as near a match as possible to the original stone - ***OR*** *(b) repair cracks on site using proprietary epoxy resin stonework adhesive and if necessary apply non-ferrous cramps to bridge cracks.*

Carefully take down [ ] chimney stack[s] to wall plate level and set aside bricks for re-use. Rebuild with cleaned salvaged bricks making up with good quality second-hand bricks to match, using a 1: 1: 6 mortar and a rubbed flush joint. Total height of the [ ] stack[s] is to be [15 No.] courses above ridge height and [ ] stack[s] are to be finished with [6 No.] and [3 No.] round yellow clay pots on two brick courses on top of two 40 mm. over-sailing courses. All pots to be carefully flaunched in 1: 3 cement to sand mortar. All flues are to be left open and in working order. Check all other slacks for stability, reset any loose bricks, repoint, renew flashings and reset [re-instate] pots as necessary.

Where there was doubt as to whether a stack was capable of being retained it was made clear that Consent would be required to remove it.

Either tie back to the existing structure, dismantle and rebuild, or apply for Listed Building Consent to carefully dismantle and make good.

RAINWATER GOODS AND DRAINAGE

Most Schedules dealt with the overhaul or replacement of most or all of the parapet and eaves gutters and downpipes. Few schedules related to small-scale localised repairs.

Clean out gulleys and drains and leave in proper working order.

Provide missing rainwater hopper and short length of down-pipe [location]. Clean down all gutters, valley gutters and rainwater down-pipes.

Repair, re-fix or renew as necessary all cast iron goods, as necessary. In particular re-fix or renew gutters on [ ] frontages and re-fix or replace the soffit and fascia'.

One schedule required that redundant waste pipes and hoppers be removed with an added requirement to make good ashlar after the removal of the pipes by piecing in new stone to the holes in the elevation. Another schedule required that an adequate number of downpipes be provided for the roof area, (implying that the existing arrangement was inadequate).

When using brief schedule clauses, the specifier must be satisfied that in the repair of gutters provision has been made for repair of the fascias and soffits.

Repair or renew [moulded] fascia boards and soffit to match where rotten.

Cut out all rotten or otherwise defective timbers and boarding along the eaves and fascias and replace to match and then make good tiling. Detail of the fascia is to be agreed in writing with the LPA before commencing work. [Note: It appears the fascia may have been missing if a design needed to be agreed].

It should be clear to the repaired if all necessary matching outlets, stopped ends, swan necks, bends, hoppers and shoes have been allowed for and for waste water disposal as well as surface water where necessary.

Where alignment of gutters might be problematic, consideration should be given to specifying use and fall brackets. The schedule might need to specify iron gutter brackets or roof hangers.

Re-painting of dismantled guttering should always be undertaken prior to re-erection.

In one or two cases where cast-iron had already been replaced by plastic the schedules required these to be repaired in black plastic.

Overhaul the entire rainwater system to be watertight, retaining and repairing cast-iron[lions-head][ogee][half-round] gutters on [front/[rear]. All replacement work is to be in cast-iron.

Supply and fix new [100 mm. half round cast iron] rainwater gutters and [75 mm. diameter cast iron] downpipes to the whole building discharging to connections to free flowing gullies, drains and soakaways. All cast iron glittering and down pipes to be painted before fixing.

All perimeter gutters should be relined using minimum Code 5 lead for cover flashings and Code 7 for gutters. Cast-iron down-pipes should be repaired or replaced with like section cast iron pipes to provide a complete rainwater disposal system.

The wooden box gutters should be repaired or replaced with matching section wooden gutters, set on metal brackets. Cast iron downpipes should be repaired or replaced with similar section cast iron downpipes. All rainwater

goods are to be painted a dark, neutral colour.

Replace in materials and patterns to match existing all unserviceable and missing rainwater gutters and wrought iron brackets around perimeter of the roof. Replace gutter behind parapet on each elevation including timber sub-structure, lead lining, flashings and lead outlet connections to rainwater pipes. Prepare and decorate gutters with appropriate paint systems.

Very few schedules set requirements for the redecoration of rainwater goods.

Carefully remove all [remains of] existing [half-round cast-iron] rainwater eaves gutters and round downpipes. Clean off all rust and old paint on those sections which are sound and repaint outside with one coat primer and one coat [black] gloss and internally with two coats of bitumen paint. Re-fix using galvanised rise and fall brackets, renewing any defective sections to match and treat likewise.

Few schedules addressed the vital issue of getting rainwater away from the bottom of the building and rarely specified that the sub-surface drainage system be provided or checked for proper operation.

…connect to surface water drains, avoiding rainwater running or soaking back to the structure.

Ensure that all water is dispersed at a distance from the wall bases of the building, or into existing drainage system. Details to be agreed with the Local Planning Officer.

Provide [2 No.] back inlet gullies to discharge to 100 mm. salt glazed earthenware drains taken to soakaways 5 metres from the buildings. Include for surrounding drains in concrete and backfilling.

Complete the repair and re-commissioning of the existing underground drainage system including replacing missing or broken drain pipes, traps, gullies, and gratings in like materials and restoring manhole chambers, septic tanks and soakaways to good working order.

Works can include those reasonably necessary for the occupation of the building and this can be taken to include a new drainage system.

The survey did not include a comprehensive examination of the existing rainwater drainage system, and it is possible that, where reference is made to existing gullies, no such gullies exist. The building must be provided with a comprehensive system of rainwater disposal and drainage.

STRUCTURAL REPAIRS

Structural repairs are some of the most difficult to specify, often requiring the specialist advice of a Structural Engineer or a Building Inspector. Furthermore, in many cases the true extent of the structural repairs necessary may not be evident until repairs have begun and the building has been opened up. It may therefore be prudent not to include schedule clauses other than a requirement for full structural integrity. Many specific structural repairs are included within clauses described elsewhere in this report, but four groups of

examples are given here.

The first expresses the type of simple repair and a clause written to deal with a specific problem.

Fit cross-brace and tension tie to arrest bulging of brickwork.

Underpin and stabilise existing foundations.

Restrain bulging [ ] brick walls and tie in the roof and floor structure.

The second group of examples deals with the temporary measures needed to enable permanent repairs to be carried out. These are usually found only in full specifications.

Shore up as necessary, demolish and rebuild areas of fractured and defective main walls i.e. [west] wall, to match existing in materials, bond and pointing.

Replace existing temporary support to stonework with proper supports, to the satisfaction of the local planning authority. Provide temporary support by means of Acrow-props of unsupported spine beam at [first] floor level where new openings formed between the main building and the out-shut, and joists in [ ] room where the chimney breast is partially removed and to spine beams in the main rooms beneath [ ] rooms where they bear over windows.

The third type of example deals with the need to ensure that replacement beams are adequate for their structural purposes, but does not make clear how this will be certified, nor why steel should be preferred to timber.

Several of the main timber floor beams and joists are in an advanced state of decay. If a new replacement beam/joist in timber or steel is required, it shall be adequate for the existing loadings regardless of the dimensions of the existing beam.

The final example defines the general parameters for stability but subject to structural engineering instructions and agreement with the local planning authority.

Carry out repairs to ensure that both wall and roof structures are stable with minimum disturbance to both, in accordance with structural engineer's instructions. The precise method of repair should be agreed between the structural engineer and the District Council's Conservation Officer.

REPAIRS TO ELEVATIONS

Examples of repair clauses to elevations have been divided into groups according to the materials used to face the building and prefaced, where appropriate, by technical definitions of the materials to be used in the repairs. The clauses have been further divided where practicable according to general elevational repairs: freestanding features; elevational openings; pointing; cleaning etc.

STONEWORK

Technical definitions

All masonry repairs shall be in accordance with the recommendations of B.S. C.P.121: Walling Part 2: Stone Masonry. All repairs shall be executed in natural stone of the following types: [Stone type] [area of use conditioned by exposure] drip courses on stacks, ridge tiles and coping stones)(chimney stacks, cornices, band courses, parapets, canopies, architraves, sills and jambs)(plain ashlar).

Stones are to be laid on their natural bed except for cornices, which are to be joint-bedded. All stone is to be finished with a [finely dragged] face. Mortar for bedding and pointing shall comprise 1 part of lime putty to be mixed with 1 part of cement with white colour admixture. Joints to ashlar are to be fine, generally not greater than 2-3 mm. and cleaned off flush with a drag tool. Where areas have to be repainted, joints shall be raked out to a depth of 32 mm. and wetted before repainting.

Stonework - Structural repairs
Remove all render to lower part of wall. Underpin wall above to replace defective stonework. Provide new concrete foundations. The return walls shall be carefully inspected and stitched together with stainless steel bolts and/or helix spiral ties into the gable, and should be gravity grouted.

Repairs to existing stonework walls including localised replacement of stone units where these are in an advanced state of decay, using similar stone removed from the [2 storey] portion of this structure where thus will be hidden [by the single storey mono pitch extension].

The top section, which is badly leaning, should be carefully recorded and dismantled for rebuilding using the existing stones in their original positions. The tabling should be repaired and reset in mortar and the gable apex finial should be reseated in mortar.

The outer skin should be rebuilt to match the original course lines and with the stones which should have the same proportional features of the existing. The stone should be laid with 1: 3: 12 (cement: lime: washed sand) mix with exposed joints of one-eighth – one quarter inch thick.

The collapsed section of the gable should be reconstructed using the original stones as far as possible. Any badly damaged stones that are incapable of reuse should be replaced with a matching [gritstone] of comparable texture, hardness and colour. Window heads, sills and vent openings should be reinstated in their original positions. The tabling shall be reinstated, set in mortar, and the gable apex finial reinstated, or if irreparably damaged, re-carved and reinstated, reset in mortar.

Dismantle areas of eroded stone as indicated on Drawing No. [ ] for replacement, and renew in matching natural stone to existing profiles and mouldings (as far as can be ascertained), bedded and pointed in a mortar mix of 1: 2: 9 (cement: hydrated lime: sharp washed yellow sand), including tying left hand pilaster stones with concealed non-ferrous fixings, to front and side walls in conjunction with strengthening thereto.
[Note: This clause and the next are almost the only examples in this document where there are direct references to accompanying drawings]

Re-build bulging areas [as identified on the accompanying drawing providing adequate temporary support to ensure that the [outshut] is tied back to the main building. Repair in sections underpinning, where necessary, making up severely eroded stone with coursed and tooled [gritstone] to match. This stone may be obtained either new or second hand from [ ] Quarries. The stonework should be repainted using a 1: 2: 9 (cement: lime: sharp washed sand) mix. The pointing should be slightly recesses and tamped with a stiff bristle brush. A sample panel should be provided for approval by the District Council's Conservation Officer.

Stonework - General elevational repairs

These clauses refer to the repair or replication of damaged, eroded or missing walling and elevational details other than what might be described as freestanding features such as parapets and copings. These and pointing/ mortar mixes were usually specified separately and are listed separately below.

[**Note**: Specifiers should ensure that they are satisfied that any replacement work makes allowance for a damp proof course incorporated throughout if appropriate.]

Renew tabling to party walls.

Replace eroded stone mullions, jambs, heads and sills in [tooled] stone to match existing.

Hack out and replace with matching stone [10 No.] small eroded coursed stones to [rear] elevation.

Cut out badly weathered and crumbling facings and piece-in new matching stone. Piece-in decayed profiles to ornamental stone jambs, and mouldings in selected instances e.g. [ ].

Carefully cut out and replace [all] defective stone capitals to columns that are no longer capable of taking, bearing, or providing protection to brick columns and replace to match. New capitals must be cut to the same profile and dimensions of existing using an equivalent stone.

Remove all loose and defective ashlar on this' elevation including defective window heads and canopies, window reveals, sills and plain ashlar. Replace with new stone as described under Technical definitions (see above) to be identical in size and section as original stonework.

Provide all necessary new [limestone] ashlar from an approved quarry and rebuild unsound areas of stonework, carrying out all necessary repairs to the backing brickwork, structural cracks, faulty lintels, installing proper stainless steel ties to bond ashlar to brickwork. Re-fix and repair sash windows where h necessary and make good decorations. All work to be in replication of the original.

Stonework - Copings and parapets

Remove [stone] copings, to coped gable, repair stonework. Reset copings with a slate d. p. c. bedded under each vertical joint.

Take down & renew parapet wall [completely], re-fixing existing coping where sound, renew [linear M.].

The parapet and cornice are to be rebuilt where damaged and out of plumb to the [ ] elevation and are to be completely replaced in matching stonework to the [ ] elevation.

Remove the corroded ferrous metal dogs. Remove the copings and insert in prepared holes non-ferrous tie down bolts. Replace the copings, re-bed and re-joint.

Remove coping stones to [ ] parapet and re-bed on existing parapet [party] wall inserting a Code 4 lead flashing. Re-render the [party] wall on both sides, from underside of the coping to the roof slates with a wood float finish on both sides using 1: 2: 8 (cement: lime: sharp washed sand) mix.

Stonework - Pointing
These clauses varied in comprehensiveness with some instances where the strength of the mortar was not to be defined until later, but in others the components of the mortar mix was precise but the depth of raking out of the stonework joints was not clearly defined - unlike that for brickwork (see separate section).

Pick out and repoint with weak mortar to a colour and specification to be agreed.

Very carefully remove "raised and cut" or "strap" pointing to the [front doorway arch] joints, avoiding damage to the soft stonework.

Rake out loose and defective pointing and repoint (only where necessary) e using 1: 2: 8 (cement: lime: sand) mortar, finished recessed and brush stippled.

Remove hard cement pointing and any loose or flaking stone layers to plinths and base course. Rake out joints to depth of 30-35 mm. beyond level of arises of stones and repoint with brushed, recessed finish to joints 1: 7: 9 (cement: hydrated lime: yellow fine sand) mortar mix above the damp-proof course level and below the d.p.c. level in a 1:6 (cement: sand) mix.

Carefully cut out pointing from the stone walls to a depth of 40 mm., brush clean, wet joints with water spay and repoint in a soft lime mortar. A mix no stronger than 1: 3: 13 (cement: lime putty or hydrated lime soaked in water for at least 24 hours: and sand containing a proportion of coarser [2-5 mm.] material) is to be used and finished slightly recessed from the face of the stones. After the set has taken, brush finish to expose the aggregates.

Great care should be taken to ensure that mortar is' not smeared on the face of the stone.

Stonework - surface treatment, cleaning etc.
Allow for suitable chemical treatment to external surfaces of the property to safeguard against further weathering and other deterioration due to the

ingress of damp.
[**Note**: Care must be taken to ensure that surface treatment does not trap the natural evaporation of moisture]

Cleaning of stone to front façade should be to B.S. 6270 Part 1 - 1982 'Cleaning and surface repair of buildings'. A trial area should be e cleaned to test the suitability of the stone before the main work is undertaken.

BRICKWORK
Brickwork - General elevational repairs
Examples of repair clauses to brickwork have been divided into groups according to general elevational repairs; elevational openings; openings; freestanding features etc.

In all cases it is important to remember that the bonding pattern and coursing, together with the mortar mixes will require special attention.

Because it is not always possible to determine what might be contained within the outer brick skin, one schedule required the outer brick skin to be examined to ascertain whether any timber studding etc. was contained within it.

Sample panels must be executed and agrees as acceptable to the LPA in writing before the repairs are commenced.

Carry out general repairs to brickwork.
[**Note**: This clause appeared several times on short schedules but seems to be leaving rather a lot to chance!].

Cut out defective bricks and renew with matching bricks.
[**Note**: As with the clause above, the bricks may match, but the repointing will be crucial to the final appearance]

Cut out and re-bond fractured brickwork to match existing.

Rebuild top [ ] courses to [central] brick section of property.

Carefully stitch in new brickwork and concrete needles across the cracks in brick work.'q.v.to another section'.

Build back brick walls disturbed and repair in matching brickwork any areas of defective brickwork.

All missing bricks are to be replaced. This work is to include both internal and external brickwork with particular attention to sills, plinths and eaves. External brickwork is to match existing.

Take down and rebuild [ ] elevation or carefully excavate and carry out under-pinning. Jack the wall back into plumb vertical position. Form brick capping to exposed gable end.

Take down and rebuild unstable sections of brickwork gable wall on either

side of existing chimneybreast from ground level. Brickwork is to match the facing appearance of the existing work adjoining.

Take dawn and rebuild [ ] elevation wall in [Flemish] bond to match the appearance of the existing, carefully bonding back into the party walls of the adjoining properties. Include for the re-use of existing bricks, making-up for those defective/missing with matching brickwork.

Provide structural restraint to the [ ] wall at its junction with the flank wall by the use of either reinforced concrete bonding right-angle beams or stainless steel resin anchors. Brick up opening [at this junction] ensuring that the new brickwork is properly bonded into the existing brickwork.

Reinstate and repair all loose, damaged, collapsed, and perished areas of brickwork using new commons internally and good quality, matching second-hand facing bricks externally. Maintain sufficient bonding and match the existing coursing.

Cut out and replace all badly damage spalled or cracked brickwork [approx. % of wall], [and remove vegetation]. It is recommended that this work should include all bricks that have spalled to a depth of 12 mm. or less, but especially in areas below damaged gutters. Piece in [second hand][facing] bricks to match those pre-existing. Repoint, using 1: 2: 8 mix, any open or defective joints [approx. %].

A Structural Engineer's inspection will be required to examine and report on the remedial action to be taken to stabilise the brickwork in those areas where cracking has occurred. But as a general guide it is advised that the remedial treatment should be on the following lines:

[1] Hair cracks: rake out and repaint;

[2] Cracks up to 4 mm. wide: carefully cut out brickwork to a minimum of 1.5. bricks on each side of cracks to no more than one full brick. No bricks are to be cut. Piece in the new brickwork to match the existing carefully respecting the bonding. Brickwork to be bedded and pointed as in [ ].

[3] Cracks wider than 4mm: carry out stitching as described in [2] above but including precast reinforced concrete 'needles' a minimum of 900 mm. long x 70 mm. x 110 mm. and build in to every fourth course across cracks. ***All this work to be checked and agreed on site with competent*** *and experienced professional advisors before commencing the work.*

Elevations - brick openings

Repair segmental arches.

Rebuild brickwork spandrel over [ ] window, check timber backing lintel behind and renew if necessary.

Repair and replace rubbed brick arches (a precise specification for which is to be agreed with the Conservation Officer) to [ ] windows.

Replace all perished bricks in rubbed arches to [ ] and point up in a 1:1 lime: aggregate mix'.

Check all lintels over openings and renew where defective. Rebuild damaged areas of brickwork around window openings and repair brick arches over doors.

Investigate ground floor window lintel. Renew as necessary with a steel beam and oak plank facing (min 100 mm. thick).

Replicate the existing flat, gauged brick arches in forming window openings to first and second floors. Include for the renewal of perished/cracked special bricks, and lintels to support inner skin of brickwork.

Provide new stone sill to ground floor window to match pattern of sills to [adjacent building]. Insert new hidden 'Catnic' type steel lintel above door.

Reconstruct all collapsed sections of brick cornice and brick arches. Carefully tie in brick infilling to existing arches where showing sign of movement. This is to be done by using galvanised ties or straps and not by bonding in. Elsewhere on the inner faces the new brickwork can be bonded into the existing if required.

Make good sills externally and rebuild sills internally to ensure all rainwater is thrown clear of building.

The dummy window[s] should be repaired and retained in their original form.

It is recommended that the roundals (round windows) on the [ ] elevation should be either filled in with brickwork set back a minimum of 115 mm. or these openings should be fitted with boarding, louvers or windows, all subject to the written agreement of the LPA.

Brick elevations- copings, parapets etc.
Renew the worn and defective brick on edge coping to [ ] gables with matching brickwork.

Take down defective brickwork to parapets on [rear extension] and build up in matching replacement brickwork. Renew lead capping to [rear] parapet and replace or re-bed stone capings to abutment wall.

Carefully take down and set aside for re-use coping stones and parapet brickwork to cornice level. Clean paint off cornice and repaint with stone dust, lime and cement mortar.

Add Code 4 lead cover flashing to top of cornice carefully dressed over leading edge, with welted joints and tucked into brickwork by 25 mm. Use copper clips plugged and screwed to cornice every 1.5 M. and at every joint.

Take down and rebuild one-brick thick parapet wall reusing existing and matching bricks and existing stone copings in mortar composed of one part by volume of cement to one part of hydrated lime to six' parts fine yellow sand, including building in Code 4 lead damp-proof course below coping, Code 4 lead stepped flashings to the pediment and Code 5 lead weathering to the pediment.

Brick columns: carry out repairs, paying particular attention to the need to rub (or have made) curved bricks to fit the radius of the column.

Brickwork - pointing
Rake-out perished mortar joints and repoint in a mix' and finish to the Council's satisfaction.

Rake out by hand to [25] mm, depth all defective pointing and repoint in a 1: 1: 6 (cement: lime: sharp sand) mortar.

Rake out all areas of defective pointing to a minimum of [25] mm. to [all] elevations and cut out and renew damaged brickwork. Repoint using a lime-based mortar.

It is most important that the pointing shall match existing, in respect of the type of pointing used as well as colour and texture of the mortar. An appropriate mix would be 1: 3: 12, using sharp sand, (probably with colour additive as necessary). A small sample panel should be carried out and approved before proceeding further.

Care should be taken with replacement brickwork and repairs as follows:
[1] A weak cement mortar incorporating hydraulic lime should be used for all brick laying and pointing - as hard mortar will damage the existing brick.
[2] Pointing should be clean and neat, in natural mortar without colouring using only a suitable natural sand, and slightly recessed to match existing.
[3] The size of the mortar joint must match existing work, as should the shape, colour and texture of the replacement bricks.
[4] The precision of the setting out of the new external angles and faces must not be allowed to result in toothed work; new brick faces and courses must be carefully gauged to marry neatly and unobtrusively into existing work.

Great care should be taken to ensure that mortar is not smeared on the face of the bricks.

RENDER
Rendered elevations
Make good cracks in external rendering.

Any loose or defective areas of stucco should be hacked off.

Areas of defective rendering are to be replaced with lime plaster.

Renew defective stucco to wall [ ] exactly matching ashlar lining out pattern to stucco at [ ].

Carefully remove render coat from [ ] wall and re-render in two coats, the render coat 1: 2: 9, the finish coat 1: 3: 12 (cement: lime: sand). Finish smooth with a wood float and carefully incise joint lines as directed.

Hack off all loose and badly adhering to front and rear elevations. If more than 50% of any existing rendered wall surface is loose, then the whole of the rendering should be removed. Re-render with two coats of 1: 1: 6 (cement:

lime: sand) render, and finish flat and level with a wooden float. Use battens to form all external angles and do not use any metal angle beading.

The exterior of the building should be re-stuccoed in the traditional way using three coats of successively weaker mix render. The final application should be flattened with a wood float to match the original finish and then painted a [dark cream colour, similar to the existing stucco colour]. (See ~ John Ashurst: Mortars Plasters and Renders).

OTHER EXTERIOR MATERIALS
Timber-framed or clad elevations
Obtain a specialist report from a firm experienced in conserving and Repairing ancient timbers. The firm appointed must be approved by the District Council, Carry out repairs to the [roof] stricture as directed by specialist, and preservation treat all timbers.

Re-fix all loose boards. Replace all missing or defective boarding to match existing.

Expose sections of plinth at the foot of the external walls to carry out whatever remedial treatment is required (if any) to ensure the proper preservation of the timber framing.

Replace or repair posts by jacking up roof along [ ] elevation. Repair the feet of the posts by scarfing new treated timber as required and reset on existing or new concrete footings.

Elevations - mud & stud
Carefully remove remaining areas of exposed mud and store in plastic bags for future use. Remove areas of dense cement render. [Boston BC]

Record details of the exposed timber studwork on the [ ] wall so that repair work to follow can match existing work. Have sample of mud analysed for its constituent parts to be identified.

Once the basic shell has been repaired, re-lath and recoat studwork with mud walling, reusing mud saved previously and obtaining new mud from suitable sites, mixed to same consistency and with matrices identified from test sample.

Elevations - slate hung
Carefully remove area of vertical slate hanging, retaining those sound slates capable of re-use. Examine the structural timber behind and repair with matching timber as necessary. Treat all the timber against insect and fungal attack. Replace timber battens using minimum 50 mm. x 30 mm. tanalised sawn treated softwood. Re-slate, making up the deficit with natural slate to match size and colour. Securely fix to battens using copper nails (to B.S.1202 Part 2), composition (copper alloy) or aluminium alloy. Two nails are to be used per slate. Provide lead soakers and flashings at window openings and at junction with tiled roof.

MISCELLANEOUS EXTERIOR FEATURES AND REPAIRS
Shopfronts

Infill former shopfronts with treated softwood frame covered with12 mm. exterior quality plywood set 20 mm. into opening and securely fixed to brickwork.

Renew existing shop window and doorway and replace existing timber beam over with steel fast and fit new shop door and window to suitable design approved by the Authority and reinstate existing finishes.

Renew shopfront to include shop windows, door and fanlight, the design to be submitted to and approved by the Council. Include for the insertion of an R.S.J. to support the wall over the shopfront.

External metalwork
Carefully wire-brush down and clean off all rust from wrought iron balconies and railings, repair if necessary and repaint in black 'Smoothrite', checking beddings and fixings and repairing if needed.

Metal railings to be carefully cleaned (preferably removed and grit blasted off site if possible), repaired as necessary, repainted in Finnegan's 'Smoothrite' black and reinstated. Gate hinges, locks etc. are all to be overhauled and left in satisfactory working order.

Other External Works - Vegetation etc.
Algae growth should be removed from [the cornice string course and portico] with a safe proprietary chemical applied according to the manufacturers instructions.

Remove all vegetation, presently rooted in the external walls and parapets and point up the stonework where damage has been caused by growing vegetation.

Poison the vegetation with safe proprietary chemical. Remove bushes and small trees from immediate proximity of building, grubbing up tree roots where necessary.

Cut off all ivy just above ground level and treat with "Root-out" or similar chemical stump killer. Leave to "die off" before carefully cutting before cutting into pieces and removing from the stonework and grubbing out the stump. Remove all ivy and similar creepers from roof surface and wall surfaces.

Clear al surplus growth from garden area leaving clean and tidy.

Generally bag up and cart away all rubbish and cart away, leave clean and tidy.

Remove all debris' from the building and site, and clear away any surplus vegetation from the base of the building to a depth of [ ] M. from the walls.

Reduce [all] the ground levels in a strip [ ]M. at right angles from the building on the [ ] elevation for [ ]M. from [feature][corner] to [ ].

Point up cracks in [gable] walls using an approved epoxy resin.

[**Note**: This clause has been separated from wall repairs because it begs two questions in its brief form: [a] is this an appropriate repair technique? …and [b] by whom the repair is to be approved?

Take down wooden cornice [directly beneath front parapet gutter].
[**Note**: With clauses phrased in this way, there should always be a check that there is a requirement to reinstate elsewhere]

The existing window and door openings to be built up in 100 mm. smooth faced concrete blockwork to make the building wind and weather tight. The blockwork to be painted black and a 12 mm. gap is to be left between the new blockwork and window or door head to allow through ventilation. Where window or door heads have dropped, the masonry is to be fully supported either by increasing the block work to 10 mm. thickness and omitting the 12 mm. gap in the central part of the opening or by inserting a timber prop.

Boundary walls, gates and paving
Some of these schedule clauses related to free standing structures such as Listed boundary walls, although some works appeared to relate to curtilage structures or those attached to a Listed building which was the subject of a Repairs Notice. The ones of interest are as follows.

Re-point [ ] wall both sides.

Make good isolated damage to the face work of the wall.

Repair the front gates to match the existing.

Make good the erosion to the lower part of the front and rear [flint] wall.

Remove retained soil and tree roots at the base of the wall and re-grade to a safe angle 30 degrees.

Restore balls, caps and copings to gate piers and front entrance walls, remove iron hinges from gate piers and substitute new stainless steel ones, and repoint entrance walls and piers as necessary.

Reinstate paving slabs between front elevation and public footway to a safe and level condition.

Take up and relay the paved area outside the main entrance. Allow for cleaning down and some new stone replacement for steps and paving.

Repair holes in ground surface finish in courtyard and below entrance arch in materials to match existing and existing pattern and bring major depressions up to level necessary for efficient drainage.

REPAIRS TO INTERIORS

Fire damage
Fire damaged buildings pose particular problems, especially where the destruction is extensive. In one case, South Norfolk District Council required all the necessary measurements and details to be checked and recorded prior

to the commencement of the stripping out and repair.

Remove as necessary any unstable brickwork in walls and chimney, retaining on site all re-usable bricks, in order to reinstate the fire damaged section of the building.

Remove all timber damaged by fire in the roof, walls, floors, doors and windows, together with any other adjacent timber not so damaged the removal of which is necessary in order to reinstate the fir damaged section of the building.

Reinstate fire damaged section of the building, including roof structure, felting, battening and [slating]; brickwork, gutters and rainwater pipes; and such elements of floor structure as are necessary to stabilise the walls: all exactly to match old work or otherwise as may be approved by the Chief Planning Officer. To this end, check and record all necessary measurements and details, before carrying out such removals.

For detailed joinery use pattern remaining in Room [ ]. Clear debris and make good floor. Renew all fire-damaged timber and plaster to match original in every respect, including:

a) internal window architrave;
b) architrave to door;
c) door;
d) skirting;
e) walls and cornices;
f) main ceiling beams;
g) ceiling joists;
h) ceiling;
i) floor joists to Room [ ];
j) floor boards to Room [ ];
k) fireplace surround (retaining fireplace in situ);
l) all plaster brackets, capitals & moulded arched soffits.

Ventilation

Adequate ventilation especially to unoccupied buildings is essential. When most or all door and window openings are closed, other means of ventilation must work efficiently, including any air-bricks and chimneystacks.

Most clauses relating to chimneys are covered under External Works but there is a need for chimney flues to be cleaned in anticipation of future use. In one case the local authority required that allowance be made for possible lining of the chimney. As chimneys flues provide important routes for ventilation - and if blocked can cause problems of condensation - clauses requiring such ventilation are covered here. Ventilation to floors is often not dealt with a separate and specific requirement but is incorporated in works of timber treatment, to which further reference is made below.

Ensure adequate ventilation to timber suspended floors.

Ensure all ventilation bricks are cleared (redoing or opening up as necessary) to provide proper under-floor ventilation.

Brick up [ ] fireplace and fit vent in [ ] room.
[**Note**: Assuming there to be no intrinsic interest and no formal requirement for Listed Building Consent]

Adequate ventilation is to be ensured by fixing window locks to all sash windows to allow 1/4" air gap below the upper sash. All chimneys are to be swept and fireplaces left open.

Plasterwork
This section deals with both retention of plasterwork such as existing ceilings and the renewal of wall plaster. One schedule required the removal of wall plaster without any further requirement to re-plaster. It is important where clauses are divided into specific operations that the requirement to complete the equivalent reinstatement is not overlooked.

The proposed construction method for ceiling repair is not usually given. In only one or two cases where reinstatement was proposed, plasterboard or expanded metal lathing was specified rather than traditional lath and plaster. No ceiling plaster mixes were specified irrespective of character of the ceilings in question.

Dry rot outbreaks affecting plasterwork are deal with under the associated timber treatment works set out in the relevant section below.

Ceilings
Prop [ ] floor ceilings and beams where sagging to aid stability.

Take down defective ceilings and rebuild with plasterboard and skim finish.

Take down, bag up and cart away all existing ceiling and wall plaster where loose.

Reinstate plaster ceilings, including covings, mouldings, roses, etc. to all rooms, all to match original design.

Take down all damaged and defective plaster ceilings and renew as necessary. Replace and make good any wall, floor, ceiling finishes, skirtings and architraves disturbed or damaged during the works.

Cut out and replace any defective timberwork to the arched ceiling in the centre. Line with expanded metal lathing (or as may be agreed) and plaster three coats.

Walls
Hack off all [loose and defective][perished] wall plaster, bag up and cart away.

Hack off defective plaster and repair or totally replaster as necessary using 'Limelite' or equivalent renovating plasters.

Renew all defective plasterwork with "renovating" plaster and non "Carlite"

finish ensuring clear break with floor finish.

The interior should be dry-lined and re-plastered. Where traces of plaster mouldings remain these should be carefully measured and re-produced. Reinstate plaster coatings to walls, including covings, mouldings etc. to all rooms are all to match the original design.

All walls throughout require re-plastering in "Limelite" in three coat work - except stud partitions which will be repaired in 1/2" plasterboard and skim coat.

Remove skirtings. Remove damp affected plaster to approximately [ ]M. high. Inject chemical damp proof course. Re-plaster with damp control plaster (e.g. "Devonite").

Treatment of dampness and decay

Dampness
Insert new damp-proof course to walls.

Eradicate penetrating damp in walls and floors with tanking to the basement area.

Cut out and replace perished brickwork in cellar and introduce sealing and tanking, with adequate drainage.

Examine condition of ground floor structure for dampness and check ventilation. Where extensive replacement is needed, ensure new wall plates are set on damp proof membranes and adequate ventilation is provided. Areas not to be repaired are to be treated with protection against dry-rot. All new timber is to be treated against fungal and insect attack.

Most clauses dealt with the treatment of timber decay in detail. Those that did not, as in the first example, were as brief as possible giving the widest degree of discretion.

As there are divergent views on the best method of treating dry-rot, most schedules contained detailed clauses which avoided taking a particular line by using a phrase such as "in accordance with best current practice".

Before making a final decision about the techniques of repair it is important to determine if any dry-rot is dead and if the humidity and temperature conditions following treatment would be likely to prevent further outbreaks. This might then determine the extent of initial removal of historic fabric.

The method preferred by the local planning authority should be stated in supporting, advisory documentation.

Eradicate dry-rot, woodworm and rising dampness.

Treat all structural timber against insect and fungal attack.

… to be treated by an appropriate specialist to eradicate infestation by insects and dry-rot fungus and be guaranteed for a minimum of 20 years.

Cut out all defective timbers that have become infested with woodworm or fungal decay back at least 1M. beyond the last visible sign of infestation by fungus.
[**Note**: This is not now considered to be best practice but appears still to be commonly undertaken.]

Use a guaranteed, protection treatment specialist firm to carry out sterilization of all masonry affected by fungal decay and other treatment necessary to avoid recurrence of the decay.

The entire building (timber and masonry) shall be treated to eradicate dry rot and beetle infestation using proprietary methods carried out by suitably experienced operatives in accordance with the manufacturers instructions and approved by the local planning authority. Treatment to be carried out after cutting and shaping of existing is complete. All new material is to be pre-treated.

Where directed, clear away all fruiting bodies after spray application of approved fungicide. Remove all lose material off site and burn. Treat all cleared walls with fungicide and prepare new tanalised battens plaster-board and plaster to match existing sound areas. Prepare and fix tanalised grounds to walls as required to receive new skirting boards to all areas where skirtings are missing.

Identify all areas of live dry rot, and carry out all necessary removal and treatment so as to ensure its permanent eradication. This work is to be carried out in accordance with the best current practice and timber treatment materials are to be used in accordance with makers' instructions. Affected parts of the building are to be left fully ventilated after the completion of the work. All removal work is to be done carefully to ensure that fresh outbreaks are not caused by the spread of spores and all infects timber is to be removed and immediately to be carted away and burnt.

Timber - general definitions
All treatment of existing timber and new replacements is to be in accordance with the best modern practice, as outlined in Building Research Station Digest 299, July 1985, and in British Standard Code of Practice B.S. CP3, Chapter IX.

Timber replacement should in all cases be of the same section as that replaced and be preservation treated and finished like-for-like with that replaced. The species used should, wherever possible should be identical with that of the timber replaced.

As much of the original timber and technology should be retained as is possible. All timber should be carefully inspected and rotten timber cut out and replaced. All existing timbers should be reused as far as possible, with new timbers scarfed in. Replacement timber should be of oak, converted from the log in the same way as the original and scarfed to match. Large timbers should be air-dried. Small-sectioned timbers may be kiln dried.

Timberwork/joinery – structural repairs

General timberwork
Slipped members should be repaired and reset where they racked over.

The rubble and fallen timbers are to be completely removed and any remaining beams supported, that are deflecting are to be temporarily supported to prevent further collapse.

Replace defective timbers with pretreated vacuum impregnated new timbers of adequate dimensions for the purpose.

To be repaired as necessary, all defective timber cut out and replaced. All existing timber and new timber to be treated against insect and fungal attack.

Missing members should be reinstated, decayed joints and lengths of timber should be replaced with the minimum loss of original materials and decayed joists should be repaired with matching joints.

Where timbers have collapsed they should be used in their original positions as far as possible. Where this is not possible, salvaged timbers should be reworked to provide replacements for other timbers.

Roofing timberwork
Cut members should be reinstated to restore the integrity of the [aisles].

New green oak rafters should be fitted where existing rafters are beyond repair.

The ridge should be repaired and missing sections replaced with matching section timber. Ridge braces should be repaired and reinstated, pegged into place.

The [attached drawings] set out the minimum repairs likely on each major truss. Because of the extremely unsafe condition of the building it was not possible to undertake a detailed inspection. Further work may well be necessary and should be undertaken in line with the approach [outlined above]. Additional bracing may be necessary and a Structural Engineer's advice should be taken on this.

Timber floors
Renew timber floor beam to [ ] room.

Take up and renew [any/all] defective timber floor beams, joists and floorboards.

New joists and floorboards should be provided following as closely as possible the original layout.

Re-frame loft and ground floor using salvageable floor timbers and making up

with new timbers as necessary, in agreement with LPA.

Provide and fix softwood tanalised joists to the original spans. Joist [63 mm. x 200 mm. at 450 mm.] centres. Include for cutting and trimming around chimneybreasts and staircase positions. Provide and fix solid strutting to mid span of joists. Supply and fix 30mm. x 6 mm. galvanised mild steel straps at 1200 mm. centres screwed to 1 metre of joist and rawl-bolted to the brickwork. brick work. Where straps are at right angles to the joists, screw to [3 No.] joists and provide solid strutting between.

General joinery
Renew defective skirting boards and architraves in a pattern to match existing.

Repair all internal and external joinery (windows and doors) capable of repair, and replace remainder using materials to match the originals.

Reinstate internal partitions and staircase. Overhaul and repair windows and - doors and any additional woodwork.

Replace skirtings, fixing back with plastic rawlplugs and sheridised screws.

Reinstate internal joinery: [doors/architraves/window boards/shutters/ skirtings/paneling/picture rails/dado rails/fire-places/stair treads, risers and stringers etc.] in treated timber all to match original designs.

The oak floorboards and others require overhauling and/or renewing. The oak boards that are decayed at the edges should be carefully trimmed and new oak pieces inserted.

Floorboards are to be carefully removed, all original broad boards stored for re-use, and a thorough inspection of the floor beams and joists carried out in consultation with the Council's Structural Engineer.

Windows – Technical definitions
All references to sash windows refer to top and bottom sashes collectively.

In the Schedule of Repairs, where a window is described as being overhauled, it shall mean the following:
[1] Replace damaged, rotten, broken or split members of frames, glazing beads, staff and parting beads, boxings, sills and any beading missing or incorrectly fitted.
[2] Renew all sash cords, weights, pulleys and fasteners where required.
[3] Replace cracked glazing and defective putties.
[4] All windows shall be painted with one coat of primer, one coat of undercoat and two coats of gloss finish.

Window joinery
Reference to sash windows should specify if the frames are to be with or without horns if the existing pattern has been lost. In some cases glazing is specified separately (see below) as is decoration (see separate section below).

Frames
Provide matching new windows to details to be approved by the LPA.

Repair, ease and adjust all windows throughout the building.

Replace any damaged or missing parts to match existing in every respect.

Overhaul or renew [all] windows including re-puttying, replacing defective glass, timber and sash cords, rebalancing and leave in working order.

Window shutter boxes are to be re-used where possible and new linings and new shutter boxes made to match existing.

Provide, fix and glaze metal easements to form one centre top-opening light with two fixed lights and two side hung, opening outward casements and one fixed centre light.

Thoroughly rub down, prime and paint metal windows or take out and replace with new to match, subject to the written agreement of the local planning authority.

Where windows are to be repaired or reinstated/replaced, the exact details of the glazing pattern are to be agreed with the Council's Conservation Officer prior to the commencement of manufacture.

Glazing
Replace all missing and broken glass.

Glaze or board up existing openings.

Existing sound glass should be retained, and only broken panes replaced.

Provide and fix [6] mm. thick standard plain glass to B.S. 952 with a putty bead bead not exceeding [0.45] mm. to existing window frames.

Repair and re-glaze all windows including repairing or replacing all damaged lead cames.

Comprehensive window clauses

Carefully remove all window sashes taking care to protect the glass. Window frames and sashes are to be rubbed down, areas of rot or severe damage cut away and repaired by piecing in and generally overhauling with cleaned oiled pulleys and new sash cords. Repaint in one coat of primer, two coats of undercoat and one coat gloss oil paint and rehang the sashes adjusting the weights etc. as necessary, repairing catches to leave in complete working order.

Wherever possible the remains of existing windows and windows and paneling should be repaired and retained. Where this is not possible, new ' double hung sliding sash windows of identical proportions and thickness of

glazing bars to those existing should be installed. These should not have horns. The sash windows should all be of [12 No.] pane design, [apart from the first floor of the bay where the upper sash should have 6 No. panes and the lower sash 9 No.][and the second floor of the bay where there should be 8 No. panes.] The windows should then be repainted (this would have originally have been brown/grey/some other dark colour or a grained effect). Colour to be agreed with the local planning authority before painting commences.

Supply and fit new [casement] windows with pattern and profile of the [jambs, and transom][double-hung sliding-sash] windows complete with weights, boxes, beading and sill boards to match existing. Sash frames to be repaired and old glass are to be re-used wherever possible and if the window joinery is to be remade it is to have 'lambs-tongue" profile glazing bars to match exactly the existing.

Listed Building Consent will be necessary before any leaded lights are replaced by single glazed panes in timber frames. The local planning authority are aware of the vandalism problems with the site and the extent of the current damage to leaded lights, and is likely to favorably consider granting Listed Building Consent for the replacement of leaded lights on certain elevations, and for the provision of a suitably designed system of grilles to protect the repaired windows, and to the permanent shuttering, in an acceptable design, of the windows fronting [ ] and the [first] floor windows above [ ] to the [ ] elevation.

Doors and doorcases

Exterior doors
Repair front door and [hood][canopy].

Replace missing section of door on [ ] elevation.

Renew lead to door hood, and replace contemporary door surround.

Carefully remove [front and rear] doors. Repair frames and repair doors or renew to existing design as necessary. Leave in good working order.

Repair front door as necessary, including providing new weatherboard and ironmongery; and new concrete threshold with galvanised iron water bar.

Provide and fit new door and frame to design approve by local planning authority to the [ ] elevation, prime and paint and provide new lock.
[**Note**: Type of lock, location of keys?]

Repair detailing of fascia [frieze] above the columns to be agreed with the local planning authority.

Repair frames to [ ] doors. Remove mortar fillets around frames and replace with polysulphide non-setting mastic.

The [front] door should be repaired and re-glazed and fitted with period door fittings. The fanlight above the door should be repaired and re-glazed as

original. The [back] door should be re-glazed.

Prepare door and frame as necessary; renew [No.] bases to doorcase; provide and fix Code 5 lead to top of door hood, dressed over edges for depth of top [square] moulding and with up stand to brickwork; provide and fix Code 4 flashing; renew [No.] stone treads in [York] stone to match, with bull-nosed front edges, repair risers where necessary.

Repair and reinstate ornamental front door surround complete with timber fluted pilasters, carved wooden 'Corinthian' capitals and classical dentiled and moulded canopy, the details of which can be obtained from photographs from the local planning authority. Add Code 4 lead cover flashing to top of the front door canopy dressed over the leading edge and with a slight fall to the front. Fix separate Code 4 cover flashing to the wall face, lead-wedged under the string course.

Provide and fix [2 No.] external doors and frames. Doors are to be 100 x 25 mm. tongue and groove, V-jointed softwood vertical boards, framed, ledged, braced and battened. The Inner face of the door is to be lined with 3 mm. thick galvanised mild steel. Doors are to be fitted with one-and-a-half, pair cast metal butts, [2 No.] five-lever mortise dead locks and [2 No.] 150 mm. galvanised barrel bolts. Frames to be [100 x 63 mm.] tanalis'ed softwood, plugged and screwed to the brick work.

Internal doors
Replace missing internal doors (using 4 panelled doors without mouldings).

Prepare and fix grounds as required for new linings or frames to door openings existing frames are defective or damaged. All mouldings, etc. are to match the existing. Provide new moulded architraves to all door openings, where missing or defective. Provide new doors where these have been where removed or are missing. All doors are to be of a suitable pattern to match the relevant styles on each floor.

Staircases
Repair staircase from [ ] to [ ] floor.

Repair the staircase with newels, spindles and handrails to match the originals.

Renew completely handrail and balustrading to [floor] staircase. (This is to be of the same architectural quality as that which has been damaged, i.e. turned newels to balusters and a veneered hardwood hand- rail).

When the bannister is reinstated a new wrought iron bannister with a mahogany hand-rail shall provided on the main staircase and landing, to a . pattern to be approved by the LPA.

The stair from [ ] to [ ] floor requires extensive repair and renewal of the strings, treads and risers and a new balustrade to an appropriate pattern. The staircase from [ ] to [ ] floor should be carefully inspected and any necessary repair or re-fixing of joists carried out. Timber treatment shall be as

required for all floors.

Fireplaces
The small number of clauses below raise interesting issues of the degree to which schedules should require the reinstatement of existing or damaged fireplaces and chimney pieces and the degree to which missing ones should be replaced by replicas that might also require Listed Building Consent.

Reinstate marble overmantle to fireplace.

Reinstate and repair the chimney piece (using the parts lying loose on the floor) and making good any defective pieces to match exactly.

Chimney flues should be repaired and retained in preparation for the refitting of suitable period fireplaces.

Remove blocking and infill rubble to chimney pieces and ensure safety of all chimneystacks within the building. Check condition of all fireplace bressumers and strengthen where necessary.

Repair base of dummy stack on [ ] side, and within the roof space remove all loose brickwork and ensure the stack is adequately supported.

Reinstate fireplaces and chimney pieces on [ ] walls or provide and install a suitable replacement (subject to Listed Building Consent).

In the main rooms on the [ground] floor and [first] floor provide new fireplaces and backs in pattern and style appropriate to character of house. In other areas (where agreed), fireplaces are to be bricked up and pro-vided with an air-vent.

Metalwork
Re-fix the ironmongery as per the original design.

The iron beams in the cellar shall be carefully treated to remove all rust and inhibit its recurrence, and shall then be painted.

Refit original brass ironmongery to internal doors, making up all deficiencies to match where necessary.

Provide and fix new locks and latches to match previous pattern to all existing and new doors where missing. Provide and fix new brass [Victorian] pattern knobs, plates, escutcheons, hinges, etc. to all doors where ironmongery is missing.

Decorations
N.B. The very greatest caution must be exercised in preparing for painting where any old paint is proposed to be burnt off. These matters are discussed in the section on schedule preambles [q.v.] but bear repeating here. Additional precautions should be specified and a system of Hot Work Permits should be insisted upon wherever possible.

Full fire precautions are essential. They should be agreed with the Fire Officer

and maintained throughout the works, with extreme care taken with blowlamps as well as flammable materials. Smoking on opr neat the building should not be permitted. It is not clear the degree to which these precautions can be enforced within the schedule itself.

One schedule ventured that paint removal would not be treated as part of the repairs and recommended that although it was not specifically part of the schedule that existing paint should be removed from the string courses and window surrounds by brushing with non-ferrous brush and then the remaining paint removed with a suitable chemical paint remover. Other authorities included paint removal as a legitimate part of schedule.

Painting - general
Conclude with full protective paint finish.

After proper preparation, redecorate internally and externally.

Allow for complete decoration inside and outside the property including allowance for all labour and materials.

Carefully clean off stone sills and stringcourse, repoint with stone dust mortar and leave a natural stone finish.

Carefully remove paint from stone window surrounds using a non-caustic, ethylene chloride based, solvent paint stripper.

Care should be taken to avoid damage to the masks on the keystones when removing loose paint from the wall surface prior to redecoration.

Masonry paint
All external rendering and shopfront boarding to be painted with two coats of exterior masonry paint [British Standard Colour BC 08 B 17].

Oil based paint
Paint applied externally is to be traditional lead based paint applied following the specification by the Paint Research Association, Teddington, Middlesex.
[**Note**: With effect from 28th February 1992 the use of lead-based paints was only permissible on Grade 1 and Grade 2* listed buildings, subject to a special dispensation in advance from English Heritage under the Environmental Protection - Control of Hazardous Substances Regulations 1992.]

Apply stabilising solution to stone sills, followed by two undercoats and on gloss based finishing coat.

All internal joinery to be knotted, primed and stopped, and under-coated once. All existing and new external joinery to be burnt off and rubbed off knotted, primed and stopped, under-coated twice and glossed white.
[**Note**: Precautions about burning off referred to above.]

Limewashing
Colour wash to be lime based as described in SPAB Technical Pamphlet No.1 and applied as described therein.

The cellar shall be carefully cleaned out, retaining all original stone fittings and shall then be re-limewashed.

Coat all external mud and brick walls with a minimum of 3 coats of limewash.

Other decorative finishes
Strip all existing paper from walls and ceilings throughout. Prepare and reline ceilings and paint with emulsion.

All exposed boarding, boarded doors and any other joinery and woodwork that is currently stained or tarred is to be thoroughly prepared and treated with two coats of black stain or bituminous paint or other equal and approved paint or stain.

Replacement solid floors
Allow for the replacement of all of the ground floor with new concrete floors, with damp proof membranes, screeded to accept a suitable covering including all plant and materials.

Hack up and cart away existing ground floor. Reduce levels as necessary, lay minimum 100 mm. of crushed run hardcore, sand blinding, [200 gauge Visqueen lapped up to DPC. 100 mm. concrete and 50 mm. sand cement screed incorporating surface hardener.

Furniture
Refurbish or replace all missing doors to cupboards. All new doors are to match existing and to be approved before fixing.
[**Note**: Where items of furniture are fixtures within the building their repair under the schedule would probably be permissible]

All furniture stored [in the house] should be removed to facilitate access for inspection and repair of the building ***excepting*** *such items of furniture that would be compatible with subsequent occupation of the rooms [in the house] in a manner sufficient not to prevent access [as referred to above].*

Provision of services
For some reason this appears to be a difficult area for local authorities. Of 110 LPAs who responded at least 10% made allowance for the repair or reinstatement of missing services in domestic buildings. Those authorities were: Broxbourne; Chester; Derby; Northavon: North Wiltshire; Rochford; South Oxfordshire; South Yorkshire; Thanet; Trafford and West Lindsey.

Several schedules contained explanations of why the recipient of the Notice was ***NOT*** required to ensure services for the building to make it capable of reasonable occupation. A typical example of the latter was as follows.

It should be noted that the repairs specified do not include those repairs and improvements necessary to make the properties fit for human habitation such as new floors re-wiring, provision of standard amenities and insulation of roofs and walls. There are many ways in which, be sensitive modernisation and extension, the [ ] properties could be independently improved to provide attractive dwelling units with gardens and garages.

While it is contended that a requirement in a Notice to insulate would be unreasonable, in almost all cases, a building in regular and beneficial use would require electrical power and a functioning plumbing and drainage system. In one case allowance [of £X,000] for a boiler was specified in a Notice schedule (and apparently not challenged).

One local authority schedule dealing with a domestic building made the position explicit as follows.

This schedule is based on the assumption that the building is (a) to be put into a proper state of repair, and (b) missing partitions and services are to be reinstated so that it is a habitable dwelling, an d the work is complete so that the local is able to issue a final certificate under the Building Act [1984] and the Building Regulations [1985]. It does not include any element of improvement other than that which is necessary to protect the structure and fabric of the building and to make it habitable.

Combined clauses
Completely overhaul and replace as necessary the existing electrical and plumbing system.

Renew electrical and plumbing installations, including WC sanitary ware, kitchen fittings including pipework, cabling, sockets, outlets, fixtures etc. Reconnect hot and cold supplies. Form new bathroom within the structure.

Submit general intentions for space heating, sanitation and water heating with detailed regard for method of installation and fixing [to the panelled interior] and the emergence of equipment, vents, overflows and other pipework s to the exterior.

Provide sink and drainer on supports or set in new unit. Connect sink to new or existing gulley and make new connections to septic tank. Form new bathroom complete with bath and WC. Form connection to hot and cold-water services. Connect all fittings to soil and vent pipe in accordance with the requirements of the local authority and make or renew connection to the septic tank. Test out and leave in proper working order.

Water supplies etc
Replace cracked wash hand basin to bathroom.

Overhaul the entire hot and cold system within the building to stop leakage.

Reinstate sanitary fittings to bathrooms and kitchens. scullery etc.

Replace all missing pipes for water supply, taps, etc. to ensure correct working of all sanitary and other fittings.

Replace all missing sanitary fittings and sinks as before. Patterns to be agreed before fixing. Check all such services for proper working.
The whole of the hot and cold water and wet heating systems are to be inspected and tested by a qualified and approved heating engineer and

overhauled or replaced in whole or in part according to his recommendations and water authority by-laws.

Drainage services
Provide for external services including a septic tank.

Overhaul the entire waste system within the building to stop leakage.

Remove all broken sanitary fittings and cap off all service supplies and drainage outlets, or replace all fittings and associated services and drainage.

Provide new internal pipes, wastes, etc. to ensure proper working of fixtures and fixings as before. Clear out all blocked gullies, etc. to ensure proper working of rainwater and soil water disposal.

The whole of the above ground drainage system together with all sanitary fittings are to be inspected and tested by a qualified and approved plumber and overhauled or replaced in whole or in part in accordance with his/her recommendations.

Electrical services
The whole electrical installation is to be inspected, checked and tested by a qualified and approved electrical engineer and overhauled in whole or in part according to his recommendations and to conform to current I.E.E. (Institution of Electrical Engineers) Regulations.

Reinstate electrical installation throughout the building to provide lighting and power points to all rooms and circulation spaces. Connect to mains supply, test and leave in proper working order. The new installation must be executed fully in accordance with the requirements of the [Electricity Company] and Institution of Electrical Engineers.

Mechanical ventilation
Fit an automatic ventilator to external air, to WC (through wall).

Miscellaneous internal works
Remove all existing rubbish from the interior of the building and cart away.

The internal walls should be carefully demolished in sections to enable the proper restoration of the timber framework and reinstatement of the wind braces (within the barn).

The existing brick relieving arches should be retained over windows and doors. The arch within the entrance hall and the timber pillars supporting the main roof trusses should also be retained along with the large fireplace opening in the room to the rear and on the [left hand] side of the staircase. As much as possible of the existing staircase should be retained.
[**Note**: This seems somewhat ambiguous- why not simply request repair?]

Investigate the cause of the cracking of the window heads. This is likely to be the deterioration of timber lintels, which should therefore be exposed by careful removal of the panelled linings of the window heads internally. The

lintels are to be inspected and if any have deteriorated to any significant extent each one should be carefully cut away after adequate support to the structure has been installed. Replace lintels with precast concrete units securely bedded in lime mortar and pinned to the work above.

APPENDIX G – SERVICE OF A REPAIRS NOTICE

No specific wording is put forward in the Act for the precise form and wording for the Repairs Notice but set out below is a letters and two forms derived from those used by participants in the original study. These letters will be the formal conclusion to the correspondence between the authority and the owner.

Dear Sir/Madam

PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) ACT 1990 SERVICE OF REPAIRS NOTICE IN RESPECT OF ....[*Address of the building in question*]….

I am aware that you [*are/act for*] the owner of the above dilapidated property that is Listed Grade [ ] for its Special Architectural or Historic Interest.

In view of the length of time that the building has been deteriorating, and the lack of positive progress toward rehabilitation, the [*Planning*] Committee resolved, at its meeting on [*date*], that authority serve a Listed Building Repairs Notice under Section 48 of the above Act.

I believe that [*you/your client*] [*are/is*] aware of the implications of not complying with the terms of the Notice in as much as the property may be compulsorily acquired, and minimum compensation may be paid as set out under Section 50 of the 1990 Act, where the building has been deliberately allowed to fall into disrepair.

I very much hope that it will not be necessary to serve a formal Notice and in the circumstances, provided I receive [*your/your client's*] written assurance that the works set out on the attached schedule and plan will be carried out within the course of the next [*28*] days, I shall hold the Notice in abeyance.

The terms of the Schedule are considered reasonably necessary to prevent further deterioration of the property and secure its preservation, but they are provided in good faith and without prejudice to any formal repairs notice, which it may subsequently become necessary to serve, should [*you/your client*] feel unable to carry out the works.

Yours faithfully

IMPORTANT - THIS COMMUNICATION AFFECTS YOUR PROPERTY

[..... COUNCIL]

PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) ACT 1990

REPAIRS NOTICE AS A PRELIMINARY TO COMPULSORY PURCHASE OF LISTED

[To: *Owner*]
[*Owner's Address*]

‘

[…*Address of the building subject of the Notice*.]

WHEREAS:

[1] [*Address of Repairs Notice building*] was included by the First Secretary of State in the Statutory List dated [date] for [..... *Council*] compiled under Section 1 of the Planning (Listed Buildings & Conservation Areas) Act 1990 as a Grade [ ] Building of Special Architectural or Historic Interest.

[2] By virtue of Section 48 of the Planning (Listed Buildings & Conservation Areas) Act 1990 Act where such 1990 where such a building is in need of repair then the appropriate authority many by notice ("a repairs notice") require works to be carried out for the proper preservation of the building.

[3] Insofar as [*Address of Repairs Notice building*] is concerned, the [..... *Council*] have resolved to serve a Repairs Notice.

[4] The Council have inspected the [*premises*][*building*] and are satisfied that certain works or repair are required for its proper preservation.

[5] Sections 47-51 of the Planning (Listed Buildings & Conservation Areas) Act 1990 contain the statutory provisions relating to listed building repair notices and are reproduced in Schedule 2 to this Notice, together with notes explaining the effects of the legislation.

NOTICE IS HEREBY GIVEN that the Council require the work specified in Schedule 1 to this Notice to be undertaken in order to remedy defects to those parts of the building specified in Schedule 1 for the proper preservation of the building.

Signed
Dated: [*Date*]Chief Executive Officer

IMPORTANT - THIS COMMUNICATION AFFECTS YOUR PROPERTY

[..... COUNCIL]

PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) ACT 1990

REPAIRS NOTICE AS A PRELIMINARY TO COMPULSORY PURCHASE OF LISTED

[To: *Owner*]

[*Owner's Address*]

[...*Address of the building subject of the Notice*.]

WHEREAS:
[1] You are the owner or have an interest in [*Address of Repairs Notice building*] shown edged red on the plan attached to this Notice.

[2] The property is Listed Grade [ ] as Building of Special Architectural or Historic Interest under Section 1 of the Planning (Listed Buildings and Conservation Areas) Act 1990

[3] The property has not been kept in good repair and the Council considers the works set out in the attached Schedule are reasonably necessary for the proper preservation of the property.

NOTICE IS HEREBY GIVEN that in accordance with Section 48 of the Planning (Listed Buildings & Conservation Areas) Act 1990, the Council requires you to carry out the works to the property listed in the attached Schedule.

Attention is drawn to the provisions of Sections 47-51 of the Planning (Listed Buildings & Conservation Areas) Act 1990, copies of which are attached to this Notice. The effect of the Sections is that unless the repairs specified in the Schedule are carried out within 2 months of the date given below, or unless the Council has withdrawn this Repairs Notice; then the Secretary of State may authorise the Council to acquire the property compulsorily. The effect of Section 49 of the Planning (Listed Buildings & Conservation Areas) Act 1990 is that in assessing compensation for the compulsory acquisition of the property, any depreciation in value attributable to the possible restriction on alteration or extension of the building due to the listing is to be disregarded. By section 50 of the Act, where the Council propose to acquire the property under Section 47, if they are satisfied that the property has been deliberately allowed to fall into dis-repair for the purpose of justifying its demolition and the development or re-development of the site or any adjoining site, the Council may include in the Compulsory Purchase Order as submitted to the Secretary of State for confirmation, an application for direction for minimum compensation. The effect of such a direction is to limit compensation otherwise payable for the property by requiring it to be assessed on the assumption that neither planning permission nor listed building consent would be granted for any works except to restore the building to a proper state of repair and maintain in such a state.

Signed
Dated: [*Date*]Chief Executive Officer