MAKING PROPERTY WORK

SHW.CO.UK

DEFECT ANALYSIS REPORT

APRIL 2019

Prepared for:

The Trustees of New Shoreham Church Trust

Prepared by:

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First Floor South Facing Windows, St Mary's Church Hall, 1 New Road, Shoreham by Sea, West Sussex

CONTENTS

PAGE

1.0 INTRODUCTION 1

2.0 DESCRIPTION OF PROPERTY 1

3.0 INVESTIGATIONS UNDERTAKEN 2

4.0 OBSERVATIONS AND FINDINGS 2

5.0 CONCLUSION 3

6.0 RECOMMENDATIONS 3

7.0 DECLARATION 3

APPENDIX A – TERMS AND CONDITIONS OF ENGAGEMENT

APPENDIX B – PHOTOGRAPHS

APPENDIX C – QUOTATION FOR TEMPORARY REMEDIAL WORKS

1.0 INTRODUCTION

1.1 Stiles Harold Williams Partnership LLP (SHW) were instructed to investigate the condition of the south-facing windows on the first floor of St Mary's Church Hall and assess their suitability for cyclical redecorations, maintenance and repairs, as they were clearly in poor decorative condition.

1.2 The original inspection was undertaken on 2nd October 2018 and subsequently a further high-level access inspection was undertaken on 13th November 2018, as the condition of the windows led SHW to recommend that they were assessed more closely. The weather conditions on both occasions were cold and overcast but dry.

1.3 In the following report the front of the property is deemed to face south, and any dimensions given are approximate.

1.4 We believe you are fully aware of the design, construction and layout of the property and have therefore not commented on these matters in detail.

1.5 Our inspection was limited to the windows from ground floor vantage points during the first inspection; and subsequently through the use of a high-level scaffold tower, to enable a closer inspection of the condition of the joinery and glazing. The windows could not be fully inspected internally and have internal meshes applied across them. However, through the glazing it can be seen that there are ingress issues, as well as likely condensation problems affecting them.

1.6 Photographs accompanying this report are included within Appendix B.

1.7 Our standard Terms and Conditions and limitations of SHW instruction are included within Appendix A.

1.8 The initial client brief was to schedule redecorations, repairs and general maintenance to the windows, and this was subsequently amended following our initial inspection, when we recommended close-up high-level access to the subject windows, which are four in number.

2.0 DESCRIPTION OF THE PROPERTY

2.1 The four large format timber windows with single glazing are set within a south facing elevation, with two shopfronts on the ground floor and the upper floors forming parts of the Church Hall community areas.

2.2 The subject elevation is located in New Road in Shoreham by Sea and forms part of a larger property that is located on a corner within the Town and also extends into the adjoining East Street, where the main entrance is located.

2.3 The subject elevation has timber framed shopfronts at ground level, between masonry piers, with a concrete band above. The first floor comprises masonry and stone decorative piers, with inset panels of pebble-dashed render and further precast concrete or stone element detailing. Rainwater goods are in black plastic. The four windows are set in separate but uniform surrounds, with stone sills and decorative detailing below, as well as keystone details to the centre of each lintel. In addition, there are shaped parapets with stone copings and surrounds, with a roof level stone/ concrete band. The windows themselves comprise timber frames with nine primary panels. The primary panels have been infilled with painted ply boards to the top row; whereas the lower two rows still have the suspected original four panes of single glazing separated by slim glazing bars.

3.0 INVESTIGATIONS UNDERTAKEN

3.1 Investigations comprised the original ground floor visual inspection, subsequently supplemented by a higher-level scaffold tower inspection in close proximity to the subject windows. Each of the windows was examined and the timber basically tested for hardness; as well as previous redecorations and maintenance measures observed.

3.2 Generally, both inspections were primarily visual and did not involve detailed on-site tests or moisture readings. However, we did use the end of a screwdriver to test for softness and of course were able to touch the elements once in close proximity to them.

3.3 No off site tests or other such assessments were undertaken.

4.0 OBSERVATIONS AND FINDINGS

4.1 All of the windows were found to have had considerable previous treatments to preserve them in earlier maintenance cycles and these had been carried out in a variety of materials including; the aforementioned painted ply infill panels; various pieces of plastic trim covering defective timber; substantial amount of filler materials where timber had previously decayed; a substantial amount of putties that had clearly been re-applied on a number of occasions and appear to have become more sizeable than originally intended.

4.2 The previous cycles of decorations have worn off in many locations and a lot of these now display exposed timber which was damp to the touch and visually, as well as softened in places, or opening along the grain.

4.3 Testing with the end of a screwdriver found that there are numerous soft spots to the primary timber framework and in at least one location the screwdriver disappeared wholly into the timber frame without any encouragement. While there are areas of timber that remain reasonably hard, these are progressively decreasing, such that scarfing-in of further timber repair sections would be considerable and realistically difficult to achieve successfully. In fact, it seems previous cycles have already reached the same conclusion and have therefore resorted to measures such as plastic coverings and substantial filler applications.

4.4 A large amount of the putties installed around the glass panes have blown and are progressively falling to the sills and subsequently to ground. It could be observed that, where full lengths of putty have fallen away, the remaining timber glazing bars were very slim and damp to sight and touch, having decayed to various extents. This can be expected to mean that further putty applications, or decorations, would not adhere adequately and that any fixings, such as glazing sprigs, into timber glazing bars or framework will also be losing their attachment.

4.5 It seemed relatively clear that this location receives considerable weather battering from the south, amplified due to being raised slightly above the properties opposite. This can be seen in the condition of the timber and decorative finishes, but also in the repairs that have been carried out to surrounding rendered and stone panels.

4.6 The painted ply boards installed to the top rows of the windows are delaminating from the bases and in some areas these have also become softened

4.7 Previous putties, fillers and redecorative applications have now failed and would appear not to manage to achieve adherence to the timber that is required and they are supposed to be applied to protect.

4.8 Some glass panes are now largely free of putty surround and the concern with both the glass and the other materials such as loose putties, is that these will fall to the ground and cause injury, especially if any glass is broken.

5.0 CONCLUSION

5.1 Upon close observation, our conclusion is that redecoration and repairs to the four first floor windows can no longer be successfully and economically achieved and that ultimately it is likely that full replacements would be required. At the very least, each would need to be taken out and overhauled by specialists at their factory, where we would expect they are likely to either condemn them, or substantially rebuild. However, we understand that there is a larger picture involved with the property and that this means that the considerable cost to treat these fittings is not currently feasible, at least until the larger picture is more fully agreed and the details known.

5.2 However, in the meantime there remains the concern of falling materials and the likelihood of this increasing while longer term plans are agreed. Therefore, in discussion with the Trustees and a local contractor, a method for achieving temporary safety measures was recommended and detailed further below. The initial suggestion of applying external metal mesh, similar to the internal meshes, was considered to be unachievable without the below suggested method of applying reliable framework to the openings still being required. This led us to consider a different screening material that would provide greater benefits, with the intention of also being better in appearance than metal mesh cages would be. Specifically, an external metal mesh would still have holes through which materials could fall and provide no greater protection from the weather to the decaying unprotected timber than is currently afforded. Whereas, the recommendations explained further below incorporate a relatively strong fixing for the proposed screens; greater and less intrusive screening over the windows, providing greater light transmittance; and ventilation via airflow over the screened areas, to try and prevent increasing decay or potential for sudden mould growth.

6.0 RECOMMENDATIONS

6.1 Erect scaffolding for safe access to high level windows. Apply 50mm by 50mm treated timber framework to surround within each opening, plus further similar framework fixed in line with existing mullions and transoms. Fixings to be into existing timber, where found to remain sound, plus resin fixings into existing masonry/ render at perimeter.

6.2 Clad full opening in Perspex screen, with white plastic ventilating louver at top and bottom. This a slight amendment to the provided contractor's quotation, that states plastic sheeting over the upper ply panels. All to be fixed to timber framework in previous item.

6.3 Fit white plastic 50mm wide fillets on outside of Perspex, to cover/ disguise treated timber framework fixed over original framework. This is because it is not intended to paint the treated timber framework and to cover fixings. Close all perimeter joints in silicone sealant.

6.4 The intention would be that these recommendations provide short term protection only, seeking to improve health and safety and some time in which to establish the best way forwards for the property in general, in liaison with the Local Authority and other relevant parties.

7.0 DECLARATION

7.1 This report has been issued on behalf of Stiles Harold Williams LLP ("SHW") and is subject to SHW's Terms and Conditions. The individual who prepared the report (the "professional") did so on behalf of SHW and, accordingly, the professional does not assume any personal responsibility to you. If (as a matter of law) a duty care, or any other duty, liability or obligation, would otherwise be owed by the professional, such duty is excluded and you agree that you will not bring any such claim (whether on the basis of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise) against the professional in respect of any loss or damage that you or any person associated with you may suffer or incur, directly or indirectly, in connection in any way with the report. By using this report you shall be deemed to agree the foregoing.



Signed:……..

MUNGO STENNING BSc (HONS) MRICS
ASSOCIATE – BUILDING CONSULTANCY
For and on behalf of SHW LLP

Date: **April 2019**

Checked by: **Ryan Carson BA BSc (Hons) MRICS**

APPENDIX A

Terms and Conditions of Engagement

TERMS AND CONDITIONS OF ENGAGEMENT

FOR

BUILDING CONSULTANCY SERVICES

The Client's attention is particularly drawn to the provisions of clauses 9 and 11 of these Conditions of Engagement.

1 Definitions

1.1 In these Terms and Conditions of Engagement, the following definitions have the following meanings:

(a) **Agreement**: the agreement between SHW and the Client constituted by the Confirmation Letter and incorporating these Terms and Conditions of Engagement;

(b) **Client**: the Person who instructs SHW to carry out the Service;

(c) **Confirmation Letter**: the letter from SHW to the Client confirming the Client's Instructions and setting out the basis on which SHW will act for the Client; including Scope of Services where appropriate.

(d) **Fee**: the fee for providing the Service;

(e) **Instructions**: the Client's instructions, as set out in the Confirmation Letter;

(f) **Person**: any person, company, corporation, partnership or other incorporated or unincorporated body;

(g) **Report**: the report produced as part of the Service by the Surveyor, on behalf of SHW, which will include the information as set out in clause 3 of these Terms and Conditions of Engagement;

(h) **RICS**: Royal Institution of Chartered Surveyors;

(i) **Service**: the service to be undertaken by SHW, as described in more detail in clause 3 of these Conditions of Engagement;

(j) **SHW**: Stiles Harold Williams Partnership LLP, a limited liability partnership registered in England and Wales under the Limited Liability Partnership Act 2000 with number OC375748 whose registered office is at Venture House, 27-29 Glasshouse Street, London, W1B 5DF; and

(k) **Surveyor:** the Person employed by SHW and appointed by SHW to carry out the inspection and to produce the Report, as part of the Service, who will be a Member of the RICS and / or who is competent to inspect and report on the property, which is the subject of the Service;

2 Instructions

2.1 All instructions of the Client will be made directly by the Client and confirmed by SHW in the Confirmation Letter.

2.2 The Client warrants that all relevant information has been provided regarding the nature and scope of the Service and any unusual conditions that may apply.

2.3 If there is any conflict between these Terms and Conditions of Engagement and the Confirmation Letter, the terms of the Confirmation Letter shall prevail.

2.4 If SHW is prevented or delayed from performing the Service in accordance with the Instructions by any act or omission of the Client, its agents, sub-contractors or employees or any other circumstances beyond SHW's reasonable control, then SHW shall not be liable for any costs, charges or losses sustained or incurred by the Client arising directly or indirectly from such prevention or delay.

2.5 SHW shall use reasonable endeavours to meet any projected or target dates for achieving the

Client's desired result or for carrying out any part of the work, but any such dates shall be estimates only and time shall not be of the essence of the contract in respect of such dates.

2.6 All intellectual property rights in any materials created by or on behalf of SHW as part of the Service shall remain vested in SHW who will grant an irrevocable royalty-free licence to the Client to use any such materials that are delivered to them for such purposes as may be permitted by the Agreement. Such licence may not be transferred to any third party without the written agreement of SHW. The Client shall not remove any markings identifying SHW as the owner of any intellectual property rights in such materials.

3 The Service

3.1 The Surveyor will fulfil specific role directly to the Client including a Report where relevant, involving an inspection as described in clauses 3 and 4 below.

3.2 The Report will provide the following:

(a) a full description of the property and its location including overview of the grounds, boundaries and environmental aspects considered to affect the property;

(b) the condition and standard of construction of the property including assessing the site/location, the design, layout, structure, fabric and services both externally and internally;

(c) any requirement for further investigation or testing arising from the inspection; and

(d) the need for repair and future maintenance requirements, if instructed to by the Client.

3.3 Following provision of the Report, the Client or its representative may discuss its contents with the Surveyor.

3.4 The Surveyor shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal advisors or other surveyors relating to tenure, leases and all other relevant matters. Where the Surveyor relies on information provided, this will be indicated in the Report, including source of the information.

3.5 In preparing the Report, unless otherwise stated by the Surveyor the following assumptions will be made which the Surveyor shall be under no duty to verify:

(a) that good title can be shown and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings;

(b) that the property and its value are unaffected by any matters which would be revealed by a local search and replies to the usual enquiries made by prospective purchasers, or by any statutory notice, and that neither the property, or its condition, or its use, or its intended use, is or will be unlawful;

(c) that inspection of those parts that have not been inspected would neither reveal material defects nor cause the Surveyor to alter report conclusions;

(d) that no contaminative or potentially contaminative uses have ever been carried out on the property and that there is no potential for contamination of the subject property from past or

present uses of the property or from any neighbouring property.

3.6 In providing the Service the Surveyor will have regard to and undertake the instruction in accordance with RICS Guidance and Codes of Practice / Rules of Conduct.

3.7 Neither the whole nor any part of the Report, nor any reference to it, may be included in any published document, circular or statement, or published in any way, without SHW's written approval of the form and context in which it may appear.

4 Scope of the Inspection

4.1 The Surveyor shall:

(a) make an inspection so far as the nature, design, structure of and access to the property and conditions of occupancy and fittings / furnishing allow;

(b) consider his or her advice carefully but is not required to advise on any matter the significance of which in relation to the property is not apparent at the time of inspection from the inspection itself;

(c) inspect diligently but not undertake any action that would risk damage to the property or injury to himself, herself or any other party;

(d) not undertake any structural or other calculations;

(e) not produce a repair schedule, planned maintenance report, feasibility report or advise on design, procurement or project management unless expressly agreed with the Client; and

(f) not take measurements or undertake a building reinstatement cost assessment unless expressly instructed by the Client.

4.2 The Surveyor will inspect as much of the internal and external surface area of the property as is safe and accessible using either a 3 metre ladder or as previously agreed with the Client for other access arrangements (builders' ladders, hydraulic hoists etc.). The Surveyor will not inspect such areas that cannot be reached using the above methods when employed from ground level, upper floor levels, working platforms, roofs (where safe) nor areas which are covered, unexposed or not reasonably accessible either from within the site or adjacent public areas.

4.3 The Surveyor is not required to move any obstruction to inspection including, but not limited to, fixtures, fittings and floor coverings.

4.4 The Surveyor will not open up or cut into the building fabric without specific directions from the Client. Such intrusive investigations, if instructed by the Client, will be at risk and liability of the Client and must be with the express permission of the building owner.

4.5 Voids, ducts or other concealed spaces where hazardous materials or gases may be present will not be inspected if the Surveyor considers a health risk exists.

4.6 The Surveyor will lift accessible floor access panels, floorboards etc. and trap doors, if any, which are not covered by heavy furniture, ply or hardboard, fitted carpets or other fixed floor coverings. The Surveyor will not attempt to cut or lift fixed floorboards or other floor fabric without the express permission of the building owner.

4.7 The Surveyor will not attempt to remove securely fixed covers or housings without the express permission of the building owner.

4.8 The Surveyor will inspect the roof spaces if there is a safe working platform available to work from and adequate lighting. Where no safe working

platform or access is available, roof spaces will not be inspected. Similarly, outer surfaces of the roof or adjacent areas will be inspected using binoculars, but will be excluded if they cannot be seen.

4.9 Where reasonable access is available the inspection will include boundaries, grounds and permanent outbuildings but will not include temporary buildings or structures. Unless specific information has been provided to us regarding property boundaries prior to our inspection, we will assume the boundary positions to be those reasonably apparent on site.

4.10 The Surveyor will carry out a visual inspection of the service installations where reasonably accessible. Drainage inspection covers will be lifted where they are reasonably accessible and it is safe and practical to do so. No tests of any of the service installations will be carried out unless previously agreed, although general overall comments will be made where reasonably possible and practicable but we cannot accept responsibility for any latent defects in the services installations which would only result from such specialist tests. The Surveyor will report if it is considered that tests or investigations are advisable and can make arrangements for specialists to be employed for this purpose if so agreed by the Client. Where such tests are carried out, the related reports prepared by the specialist are for the Client's direct use and may not necessarily represent the opinion of SHW. Specialist inspection of electrical installations or gas mains will not be undertaken.

4.11 The Surveyor will identify any areas which would normally be inspected but which he or she was unable to reasonably inspect. Therefore SHW will be unable to report that such parts are entirely free from rot, beetle attack or other defects.

Environmental and Other Issues

4.12 Particular noise, dust, flooding or contaminated land and disturbance affecting the property will only be noted if it is reasonably significant at the time of the inspection or if specific investigation has been agreed between the Surveyor and the Client and confirmed in writing.

4.13 The Surveyor will report on any reasonably obvious health and safety hazards to the extent that they are apparent from elements of the property considered as part of the inspection.

4.14 The Surveyor will not undertake a Fire Risk Assessment or consider fire safety risks to determine compliance with legislation regarding owners and/or occupiers duties thereunder, but will comment on any shortcomings or concerns from a Surveyor's viewpoint to the extent that they are apparent from elements of the property considered as part of the inspection.

4.15 The Surveyor will not undertake an audit of the property to ascertain compliance with the Disability Discrimination Acts, unless expressly instructed by the Client, but comments will be made on possible shortcomings or concerns as appropriate.

4.16 No audit or risk assessment in respect of obligations under Health and Safety legislation will be undertaken unless specifically instructed by the Client but attention will be drawn to hazards or risks to Health and Safety where appropriate.

4.17 No investigation or testing for the presence of asbestos or assessment of the compliance with the Control of Asbestos legislation will be undertaken unless specifically instructed by the Client.

Deleterious / Hazardous Materials

4.18 The Surveyor will not carry out tests to establish whether high alumina cement, calcium chloride, asbestos, wood wool slabs as insitu structural framework, or other such restricted materials

have been incorporated into the property's construction and, unless otherwise expressly stated in the Report, the Surveyor will assume that no deleterious or hazardous materials or techniques have been used in the construction of the property. However, the Surveyor will advise in the Report if, in his or her view, there is a likelihood that deleterious material has been used in the construction and if specific enquiries should then be made for tests carried out by a specialist.

4.19 Subject to clause 4.2-4.5 and 4.12-4.17 the Surveyor, based upon a limited visual inspection, will note and advise upon the presence of lead water supply pipes and asbestos.

4.20 The Surveyor will advise in the Report if, to the best of his or her knowledge, the property is in an area where, based on information published by the National Radiological Protection Board, there is a risk of radon. In such cases the Surveyor may advise that tests should be carried out to establish the radon level.

4.21 The Surveyor will endeavour to advise if there are transformer stations or overhead power lines which might give rise to significant Electro and Magnetic fields (EMFs) either over the subject property or visible immediately adjacent to the property but will not undertake tests for the presence of EMFs. The Surveyor will not assess any possible effect on health or report on any underground cables.

5 Title, Consents, Approvals and Searches

5.1 The Surveyor will assume that:

(a) The building or site is not subject to any unusual or onerous restrictions, obligations, rights of way, easements or covenants which apply to the property or affect the reasonable enjoyment of the property.

(b) All Planning, Building Regulations and other consents required (such as Licences to Alter, Party Wall Agreements etc.) in relation to the property have been obtained. The Surveyor will not verify whether such consents have been obtained. Any enquiries should be made by the Client or the Client's legal advisers. Drawings and specifications will not be inspected by the Surveyor unless otherwise previously agreed.

(c) The property is unaffected by any matters which would be revealed by a Local Search and replied to the usual enquiries, or by a Statutory Notice, and that neither the property, nor its condition, its use or its intended use, is or will be unlawful.

(d) The Client's legal advisors will report on ownership and title, but in case of leasehold properties, the Surveyor will comment and advise on the repairing and other covenants relevant to the inspection, provided a copy of the lease is made available to him prior to inspecting the property.

6 Charges

6.1 The Fee, or the basis for calculating it, shall be as set out in the Confirmation Letter (as may be subsequently varied if the Client's instructions alter).

6.2 In addition to the Fee, the Client will reimburse SHW in respect of any reasonable petty expenses or disbursements which SHW may incur in providing the Service in accordance with clause 7 below.

6.3 SHW shall invoice the Client in respect of the Fee and any expenses or disbursements to be reimbursed under clause 6.2 upon delivery of the

Report (or such other time as may be stated in the Confirmation Letter).

6.4 The Client shall pay SHW any VAT properly chargeable on the Service at current rate. Any amount expressed as payable to SHW under these Conditions of Engagement or the Confirmation Letter is exclusive of VAT.

6.5 The Client shall pay all invoices issued by SHW within 28 days of the date of invoice.

6.6 Without limiting any other right or remedy of SHW, SHW reserves the right to charge interest on any overdue amount at a rate 2.5% per month from any amount that remains unpaid from the due date until payment is made.

6.7 The Client shall pay all amounts due to SHW in full without any deduction or withholding, except as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against SHW in order to justify withholding payment of any such amount in whole or in part.

7 Disbursements and Expenses

7.1 Where necessary or upon the Client's direction certain additional disbursements may be payable on the Client's behalf. These may include for example Planning and Building Regulation fees, hire of specialist access facilities or specialist consultant charges. Disbursement payments made on the Client's behalf will be included in the relevant invoice as a separate item, or we may request the Client to make payment direct. No such charges or payments will be incurred on the Client's behalf without the Client's prior approval. Any disbursements may be subject to an administration charge of 15%.

7.2 Disbursements will be charged in addition to the Fee at net cost plus an administrative charge of 15% and may include:

(a) Printing and photocopying.

(b) Postage, couriers etc.

(c) Travel, including mileage @ 0.50p/mile.

(d) Purchase of maps, contracts or similar documents necessary for the proper completion of the Service.

7.3 The level of disbursements and expenses are reviewed annually on 1st May. Any changes will be advised.

7.4 The level of expenditure for any Instruction will be limited to £1,500.00 unless specific written instructions for greater expenditure is agreed and received from you.

8 Complaint Handling

SHW has a Complaint Handling Procedure in accordance with Rule 7 of the RICS Members' Conduct Regulations which is available to inspect at http://www.shw.co.uk/about-us/complaint-handling.asp.

9 Liability

9.1 The Service will be provided only for the purpose stated in the Confirmation Letter and for the sole use of the named Client in the Confirmation Letter.

9.2 SHW accepts responsibility to the Client alone that the Service has been performed with reasonable skill and care and accepts no responsibility whosoever to any party other than the Client. Any such third party relies upon the Service at its own risk.

9.3 If incorrect information is supplied by the Client, neither SHW nor the Surveyor shall be liable for any loss, claims, demands, costs and expenses (including legal and professional expenses) incurred by the Client arising from the use of such incorrect information.

9.4 All warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

9.5 Except for liability in the event of death, personal injury or fraud caused by SHW (or the Surveyor or any other member, employee or consultant of SHW):

(a) SHW shall under no circumstances whatever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for:

(i) any loss of profit, goodwill, business opportunity, contract or anticipated saving (in each whether direct or indirect);

(ii) any increased costs or expenses (in each case whether direct or indirect); or

(iii) any indirect or consequential loss,

arising under or in connection with the Agreement; and

(b) SHW's total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise arising under or in connection with the Agreement shall be limited to £1 million.

10 Insurance

Unless otherwise stated, Professional Indemnity Insurance is available in respect of the Service on a per claim basis.

11 Status of SHW

11.1 The Client's contract is with SHW. SHW is a body corporate which has "members". SHW has decided to retain the traditional title of "partner" to describe members of SHW. There is however no partnership between the members or employees or between the members or the employees and SHW. A reference in these terms or elsewhere (whether in writing or orally) to a person being a "partner" is a reference to that person in their capacity as a member of SHW. Any reference to an employee, consultant, agent or sub-contractor of SHW includes an employee, consultant, agent of sub-contractor of a Person providing services to SHW.

11.2 To the extent permitted under applicable law, if (as a matter of law) a duty of care, or any other duty, liability or obligation, would otherwise be owed to the Client by the Surveyor or any other member, employee or consultant of SHW, such duty is excluded and you agree that you will not bring any claim (whether on the basis of contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise) against the Surveyor or any other member, employee or consultant of SHW in respect of any loss or damage that the Client or any Person associated with the Client may suffer or incur, directly or indirectly, in connection in any way with the Service or any other work done or advice given to the Client.

11.3 Accordingly, any claim that the Client may wish to make can only be made against SHW and not against the Surveyor or any other member, employee or consultant of SHW.

12 Termination

12.1 Without prejudice to clause 12.2, either party may terminate the Agreement on giving the other 48 hours' written notice.

12.2 Without prejudice to any other rights or remedies which the parties may have, SHW may terminate the Agreement immediately on giving notice to the Client if:

(a) circumstances arise which make it impossible for SHW to continue to provide the Service;

(b) information comes to the attention of SHW which SHW reasonably believes gives SHW a conflict of interest if it continues to act for the Client; or

(c) an order is made or a resolution passed for the winding up of the Client, an order is made or documents filed with a court of competent jurisdiction or notice of intention by any person is given for the appointment of an administrator to manage the affairs, business and property of the Client, the Client makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, the Client ceases, or threatens to cease, to trade or the Client takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

12.3 On termination of the Agreement, prior to the completion of the Report, SHW reserves the right to charge the client a fee on the basis of time spent (details of the hourly fee rates of SHW's fee earners are available on request) up to a maximum of the full fee agreed in the Confirmation Letter, subject to any minimum fee agreed in the Confirmation Letter.

12.4 Any requests for copies of electronic files and/or hard copy files past or present will be subject to an administration fee charge which will be agreed on an individual basis but subject to a minimum fee of £500.00 depending on size / complexity of instruction.

13 Variation

These Conditions of Engagement and the Confirmation Letter may not be varied except as mutually agreed in writing by duly authorised representatives of SHW and the Client.

14 Third Party Rights

14.1 Except as is set out in clause 14.2, no third party shall acquire rights arising from the Contracts (Rights of Third Parties) Act 1999.

14.2 The Surveyor and every other member, employee and consultant of SHW may have the benefit of any agreement entered into between the Client and SHW on the basis of these Conditions of Engagement, but any such agreement between SHW and the Client may be varied from time to time or terminated without the consent of any such person.

15 Severance

If any provision of these Conditions of Engagement or the Confirmation Letter is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions of Engagement or the Confirmation Letter and the remainder of the provision in question shall not be affected.

16 Entire Agreement

16.1 These Conditions of Engagement and the Confirmation Letter constitute the entire agreement between SHW and the Client relating to the subject matter of these Conditions of Engagement. The Client agrees that it has not relied on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in these Conditions of Engagement or the Confirmation Letter. Nothing in this condition excludes or limits any liability for fraud.

17 Law and Jurisdiction

17.1 English law shall apply to these Conditions of Engagement and the Confirmation Letter and in the event of any dispute arising in relation to the same the English Courts will have exclusive jurisdiction.

APPENDIX B

Photographs

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



001 – Subject south facing elevation with four 1st floor windows



002 – West end window

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



003 – Centre west side window



004 – Centre east side window

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



005 – East end window



006 – Delaminating, softened and damp ply board infill over decaying and damp painted timber transom. Decorations peeling from timber substrates in full thickness sheets

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



007 – Previous plastic cover strip repair that would also allow water behind. Decorations fully peeled from top surfaces of transoms leaving unprotected and damp timber



008 – Gaps and softening evident in main timber framework, as well as further examples of delamination and peeled decorations revealing substrate and indicating further applications are likely to react similarly without substantial overhaul of timber

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



009 – Timber in poor condition, with grain starting to split in many locations; gaps allowing moisture to stand; and glazing bars becoming too slim with attempts to address this by putty application



010 – All putties in various levels of expiration and loose

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



011 – Glazing bars decaying away, with putty missing, timber grain opening; and similar but dry issues occurring internally



012 – Putties falling away wholesale, as well as remnants cracking and leaving behind glazing bars that appear to have decayed to slimmer profiles already. Corroded frame fixings showing as orange spots. Much of remaining white decorations on putties but peeled from timber. Internal surfaces of glazing bars also in poor condition and inaccessible for cleaning or redecoration

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



013 – Timber corner junction splitting and decayed; previous repairs to timber evident and blown; sill timber splitting; further corroded frame fixings; putties largely missing around glass, resulting in gaps around perimeter



014 – Largely exposed decaying timber, with remaining white colouration being decorations on putty, which continues to break down and fall away; putty applications also considerably larger than related glazing bars; gaps open around glass panes

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



015 – Glazing bars largely composed of putty. Bottom rail breaking up. Internal finishes also poor and timber appearing damp



016 – Putty used to replace missing timber is ineffective and gaps resulting around panes. Decorations to timber mostly fully peeled, or on their way

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



017 – Gap at centre of frame head and timber profiled bead has corroded fixings, indicating moisture issue



018 – Similar to most previous defects, plus cylindrical timber profile inserted at junction with render

Address – St Mary's Church Hall, Shoreham

Appendix A - Photographs

Date – April 2019 Report. November 2018 Photos



019 – Noticeably damp remnants of timber glazing bars; putty excesses; gaps around panes



020 – Very little timber left to glazing bars; putty falling away in strips; timber framework peeling back to substrate; sill splitting along grain

APPENDIX C

Quotation for Temporary Remedial Works

Paul McBride Building Contractors Ltd

24 Grafton Road, Worthing
West Sussex, BN11 1QP

E: p.mcbride83@hotmail.co.uk
T: 01903 239593 **M:** 07711 304800
W: paulmcbridebuildingcontractors-westsussex.co.uk

MUNGO STENNING
C/O Stiles Harold Williams Partnership LLP
3 Liverpool Gardens
Worthing
West Sussex
BN11 1TF

26th NOVEMBER 2018

ESTIMATE

REFERENCE: VAROIUS

DETAILS	AMOUNT
ST MARY'S, SHOREHAM BY SEA.	
DESCRIPTION OF WORKS:-	
To erect scaffolding to front elevation including street licence Supply and fit 50 x 50mm stud frame in line with existing transoms and mullions. Clad top blanked off part using PVC sheeting Clad lower area using Perspex Supply and fit new upvc 50mm wide fillets to conceal timber frame Supply and fit white plastic Louvre vent to central top panel Silicone seal all joints Frame to have at least 10mm air flow gap between existing window Lower existing timber glazing bars will not be replicated in UPVC	
Labour and Materials	£3,500.00
SUB TOTAL	£3,500.00
VAT @ 20%	£700.00
TOTAL	**£4,200.00**

City & Guilds Qualified NVQ

Make all cheques payable to **Paul McBride Building Contractors Ltd**
Bank Details: Lloyds Bank : 30-99-93 Account No: 00524402
PROTECTING AGAINST FRAUD - We would notify our clients in person before making any changes to our payment details.
VAT Registration. 971 5066 12

PAYMENT TERMS

PAYMENT IN FULL IS REQUIRED 14 DAYS FROM THE DATE OF THE INVOICE.
WE RESERVE THE RIGHT TO CHARGE INTEREST ON THE AMOUNT OUTSTANDING BEYOND THE TERM
Reg. No: 6874631 Registered office address: Wiston House, Wiston Avenue, Worthing, Sussex. BN14 7QL