

In the Royal Court of Jersey

Samedi Division

In the year two thousand and three, the fifteenth day of December.

Before Michael Cameron St. John Birt, Esquire, Deputy Bailiff of Jersey,
assisted by Jurats John Claude Tibbo and Geoffrey Charles Allo.

Her Majesty's Attorney General requested the Court, in accordance with the provisions of paragraph (15) of Article 8A of the Island Planning (Jersey) Law, 1964, to order the registration in the Public Registry of Contracts of a Planning Obligation Agreement entered into under paragraph (1) of the said Article 8A of the said Law on the 12th December, 2003, between A. de Gruchy Holdings Limited and the Environment and Public Services Committee in respect of the property known as 16 New Street in the parish of St. Helier.

Upon hearing Her Majesty's Solicitor General the Court made an order in the term of the said request.



Deputy Judicial Greffier

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500-0806 SCN/PW

Island Planning (Jersey) Law, 1964, Article 8A

16 New Street, St. Helier

1. Preamble

1.1 This is an agreement between **A. de Gruchy Holdings Limited** and the **Environment and Public Services Committee** imposing a planning obligation in accordance with Article 8A of the Island Planning (Jersey) Law 1964 (“ the Law”) and referred to in the development permission dated the 11th December, 2003, and bearing the Planning Application Number P/2000/2569.

1.2 The person entering into the obligation is A. de Gruchy Holdings Limited.

1.3 The land which is the subject of the obligation is the property known as 16 New Street in the Parish of St. Helier. The land is more full described in the draft deed of conveyance of the land by A. de Gruchy Holdings Limited to the National Trust for Jersey, a copy of which is appended hereto as Schedule A.

1.4 The nature of the interest which A. de Gruchy Holdings Limited has in the land is ownership in perpetuity (*à fin d'héritage*).

2. The Obligation

2.1 The property is to be repaired, restored and refurbished in accordance with the provisions of Schedule B or as may subsequently be agreed in writing between the Committee and the person upon whom the obligation rests for the time being.

2.2 The work is to start no later than one year from the date of the transfer of the property by A. de Gruchy Holdings Limited to the National Trust for Jersey in accordance with the draft conveyance referred to in paragraph 1.3 above (hereinafter called “the transfer date”).

2.3 The work is to be completed no later than five years from the transfer date.

2.4 A temporary roof as shown on drawing D/BM 1436/1, which is attached at Schedule C, is to be erected within a period of six months from the transfer date.

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2.5 The timescales specified in clauses 2.2, 2.3 and 2.4 above may be varied in writing between the Committee and the person upon whom the obligation rests for the time being.

3. Enforcement of the Obligation

3.1 This obligation will be enforceable in accordance with the provisions of paragraph (7) of Article 8A of the Law against any person who derives title from A. de Gruchy Holdings Limited.

3.2 A. de Gruchy Holdings Limited will cease to be bound by the obligation from the date upon which it transfers the property in perpetuity to the National Trust for Jersey by deed of gift, cession and transfer.

Signed on behalf of A. de Gruchy Holdings Limited

by [redacted] *acted for*
A. de Gruchy Holdings Limited
in the presence of... [redacted]

this 12th day of December, 2003.

signed on behalf of the Environment and Public Services Committee

by [redacted]
in the presence of... [redacted]

this 12th day of December, 2003.

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Schedule A [Clause 1.3]

L'an 2003 le douzième jour de Décembre

DONATION, QUITTANCE, CESSION ET TRANSPORT

de maison, édifices, terrains et appartenances

- par -

Dlle. ELIZABETH ANNE AHIER, femme de Monsr. Sean Christopher Charles Jones,

Mandataire de la Société à responsabilité limitée dite

"A. de Gruchy Holdings Limited"

à

Monsr. CHARLES RAYMOND ALLUTO, Directeur Général et

Monsr. ROBIN NOEL PITTMAN, Membre du Conseil de la Société dite

"The National Trust For Jersey"

Benest & Syvret

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A Tous ceux qui ces présentes Lettres Verront ou Erront

Messire Philip Martin Bailhache, Chevalier, Bailli de l'Île de Jersey sous notre Souveraine Dame Elizabeth Deux, par la grâce de Dieu, Reine du Royaume Uni de la Grande Bretagne et de l'Irlande du Nord et de ses autres Royaumes et Territoires, Chef du Commonwealth, Défenseur de la Foi, Salut en Dieu, Sachent tous que l'an de grâce deux mille trois, le douzième jour de Décembre.

COMPARURENT personnellement en droit à St. Hélier par devant nous:-

Dlle. ELIZABETH ANNE AHIER, femme de Monsr. Sean Christopher Charles Jones, Mandataire de la Société à responsabilité limitée dite "A. DE GRUCHY HOLDINGS LIMITED" et dûment autorisé à la représenter aux fins de ces présentes en vertu de certaine résolution des Directeurs de ladite Société en date du cinq Décembre deux mille trois, d'une part;

ET Monsr. CHARLES RAYMOND ALLUTO, Directeur Général et Monsr. ROBIN NOEL PITTMAN, Membre du Conseil, de la Société incorporée en cette Île sous le nom de "THE NATIONAL TRUST FOR JERSEY" comme paraît par Acte des Etats de cette Île en date du onze Février mil neuf cent trente-sept confirmé par Ordre de Sa Très Excellent Majesté en Conseil en date du treize Avril mil neuf cent trente-sept, laquelle Société par certaine décision des Membres du Conseil Exécutif de ladite Société en date du dix Décembre deux mille trois nomma et appointa lesdits Monsr. Charles Raymond Alluto et Monsr. Robin Noel Pittman, Mandataires pour représenter ladite Société aux fins de ces présentes, d'autre part.

LAQUELLE Dlle. Elizabeth Anne Ahier, femme mariée et Mandataire comme dit est, de sa libre volonté Donna, Quitta, Céda et Transporta à fin d'héritage pour et au nom de ladite Société "A. de Gruchy Holdings Limited" et pour ses successeurs auxdits Monsr. Charles Raymond Alluto, Directeur Général et Monsr. Robin Noel Pittman, Membre du Conseil, Mandataires pour et au nom de ladite Société "The National Trust for Jersey" et pour ses successeurs une certaine maison ou maisons, édifices, terrains et appartenances autrefois connue sous le nom de "The Alliance Livery Stables" et maintenant portant le numéro seize "NEW STREET" avec la propriété sans relief de la côtière du Sud vers certain chemin ou passage que se réserve ladite Société Donatrice, et la mitoyenneté du pignon du Nord vers la propriété que se réserve ladite Société Donatrice, joignant par le Nord, par le Nord-Ouest et par l'Ouest à la propriété que se réserve ladite Société Donatrice, par le Sud audit chemin ou passage que se réserve ladite Société Donatrice et bordant par l'Est le chemin public appelé "New Street".

LA LIGNE de démarcation séparant ladite propriété présentement Donnée, Quittée, Cédée et Transportée par le côté du Sud d'avec ledit chemin ou passage que se réserve ladite Société Donatrice est une ligne droite imaginaire tirée de la carre Sud-Est de ladite maison ou maisons présentement Donnée, Quittée, Cédée et Transportée allant Est suivant l'alignement de la façade du Sud de ladite maison ou maisons jusqu'à atteindre la limite Est de ladite propriété présentement Donnée, Quittée, Cédée et Transportée.

ETANT convenu et accordé entre lesdites parties, comme suit savoir:- ladite Dlle. Elizabeth Anne Ahier, femme mariée et Mandataire comme dit est, pour et au nom de ladite Société Donatrice et pour ses successeurs ou

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ayant droit et lesdits Mandataires pour et au nom de ladite Société "The National Trust for Jersey" et pour ses successeurs ou ayant droit, ce qui suit, savoir:-

1. QUE ladite Société Donatrice se réserve la propriété sans relief de la côtière de l'Est et du Sud-Est du bâtiment qu'elle se réserve à l'Ouest de ladite propriété présentement Donnée, Quittée, Cédée et Transportée avec droit de jointure à ladite Société Donataire contre ladite côtière de l'Est pour les édifices formant partie de ladite propriété présentement Donnée, Quittée, Cédée et Transportée comme ils existent à présent.

2. QUE ladite Société Donatrice aura le droit de garder les fenêtres, câbles et tuyaux contre et dans ladite côtière de l'Est du bâtiment qu'elle se réserve à l'Ouest de la propriété présentement Donnée, Quittée, Cédée et Transportée comme ils existent à présent.

3. QUE ladite Société Donatrice aura droit d'accès sur ladite propriété présentement Donnée, Quittée, Cédée et Transportée avec ou sans ouvriers, matériaux, outils, échelles et échafaudages afin de maintenir, entretenir, réparer ou remplacer tant ladite côtière de l'Est et du Sud-Est que se réserve ladite Société Venderesse que lesdites fenêtres, câbles et tuyaux.

4. QUE ladite Société Donatrice se réserve la propriété, sans relief, de la côtière du Sud du bâtiment qu'elle se réserve au Nord et au pourportant du terrain à l'Est de ladite maison ou maisons présentement, Donnée, Quittée, Cédée et Transportée.

5. QUE ladite Société Donatrice aura le droit tant de garder tant les fenêtres qui existent à présent dans ladite côtière du Sud que les deux nocs et gouttières et les rebords du toit de ladite côtière du Sud ainsi d'établir d'autre fenêtres ou ouvertures dans ladite côtière du Sud du bâtiment qu'elle se réserve au Nord et au pourportant du terrain à l'Est de ladite maison ou maisons présentement, Donnée, Quittée, Cédée et Transportée.

6. QUE ladite Société Donatrice aura droit d'accès sur ledit terrain à l'Est de ladite maison ou maisons présentement Donnée, Quittée, Cédée et Transportée avec ou sans ouvriers, matériaux, échelles et échafaudages afin tant de maintenir, entretenir, réparer ou remplacer lesdites fenêtres, nocs et gouttières et les rebords de toits qui existent à présent aussi qu'aucunes autres fenêtres qui seront établis dans ladite côtière du Sud du bâtiment qu'elle se réserve au Nord et au pourportant du terrain à l'Est de ladite maison ou maisons présentement, Donnée, Quittée, Cédée et Transportée.

7. QUE ladite Société Donataire aura le droit de garder la porte qui se trouve dans le mur du Sud du terrain situé à l'Ouest de ladite maison ou maisons présentement Donnée, Quittée, Cédée et Transportée et les quatre fenêtres, deux seuils de fenestres, rebords du toit, nocs et gouttières comme ils existent à présent dans la côtière Sud de ladite maison ou maisons formant partie de ladite propriété présentement Donnée, Quittée, Cédée et Transportée nonobstant qu'ils sont à moins de trois pieds perches dudit chemin ou passage que se réserve ladite Société Donatrice.

8. QUE ladite Société Donataire aura droit d'accès sur la partie Nord du chemin ou passage que se réserve ladite Société Donatrice quand il sera nécessaire seulement avec ou sans ouvriers, matériaux, outils, échelles et échafaudages afin de maintenir, entretenir, réparer, ou remplacer tant ladite côtière du Sud de ladite maison ou maisons formant partie de ladite propriété présentement Donnée, Quittée, Cédée et Transportée que lesdits fenêtres, porte, rebords du toit, nocs et gouttières établis dans ladite côtière du Sud.

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9. QUE ladite Société Donatrice aura le droit de garder comme il existe à présent le mur de support qui est adossé contre la façade du Sud de ladite maison ou maisons formant partie de ladite propriété présentement Donnée, Quittée, Cédée et Transportée et le plafond dit "balcony" qui est établi partiellement sur le sommet du mur du Sud du terrain situé à l'Ouest de la maison ou maisons formant partie de ladite propriété présentement Donnée, Quittée, Cédée et Transportée avec droit à ladite Société Donatrice de les maintenir, entretenir, réparer ou remplacer.

10. QUE ladite Société Donataire aura droit de chemin et passage à piétons de six pieds royaux seulement sur la partie Nord du chemin ou passage que se réserve ladite Société Donatrice au Sud de ladite propriété présentement Donnée, Quittée, Cédée et Transportée afin d'aller et venir de ladite propriété présentement Donnée, Quittée, Cédée et Transportée audit chemin public dit "New Street"; à la charge à ladite Société Donataire de contribuer sa juste proportion des frais du maintien et entretien de telle partie dudit chemin ou passage qu'elle en fera usage.

11. QUE tant ladite Société Donatrice que ladite Société Donataire devra effectuer les travaux ci-dessus décrits dans les clauses numéros 3, 6 et 8 aussi expéditivement que possible, de causer le moindre inconvénient possible l'une à l'autre et de remettre les lieux affectés en état convenable une fois lesdits travaux achevés.

12. QU'AUCUNS tuyaux d'égout, tuyaux, câbles, conduits ou autres appareils établis tant en dessous ou au-dessus aucune partie de ladite propriété que se réserve ladite Société Donatrice qu'en dessous ou au-dessus de ladite propriété présentement Donnée, Quittée, Cédée et Transportée pourront rester tels qu'ils sont à présent établis pour le bénéfice de la partie en faisant usage, et ce afin de faire écouler les épurs et immondices et eaux pluviales provenant desdites propriétés respectives que de fournir tous et tels services principaux auxdits propriétés respectives que pour tous autres besoins desdits héritages respectives chaque partie ayant droit d'accès l'une sur la propriété de l'autre lorsqu'il sera nécessaire après avoir donné un avis d'au moins quatorze jours à cet effet (sauf en cas d'urgence) avec ou sans ouvriers, matériaux et outils afin de réparer, remplacer, maintenir et entretenir tels tuyaux d'égouts, tuyaux, câbles, conduits ou autres appareils, à la charge d'effectuer tels travaux aussi expéditivement que possible, de causer le moindre inconvénient possible l'une à l'autre, de remettre les lieux affectés en état convenable une fois lesdits travaux achevés et de payer sa juste proportion des frais des réparation, remplacement, maintien et entretien d'aucunes parties d'iceux qui pourrait être pour l'usage en commun entre lesdites parties.

13. QU'IL ne sera jamais établi ni fait valoir sur ladite propriété présentement Donnée, Quittée, Cédée et Transportée aucun commerce, occupation, négoce, métier, ou entreprise commerciale. Etant entendu que l'exercice d'une profession libérale et l'affichage d'une plaque à cet effet ne sont pas compris dans la susdite restriction. Etant cependant entendu que ladite Société Donataire ne pourra utiliser ladite propriété présentement donnée quittée cédée et transportée ou aucune partie d'icelle que comme un musée d'arts et/ou comme une salle d'exposition ou de réception avec un petit magasin de vente des objets concernant seulement ladite Société Donataire et un petit restaurant. Etant de plus entendu que ni ladite Société Donataire ni aucun agent or locataire de ladite Société Donataire ni aucun occupant de ladite propriété présentement donnée cédée et transportée ou aucune partie d'icelle ne fera aucun demande pour aucune licence pour permettre la vente des boissons alcooliques sur ladite propriété présentement donnée quittée cédée et transportée ou aucune partie d'icelle. Etant entendu que l'utilisation de ladite propriété comme unité ou unités de résidence ou comme bureaux, sera toujours permis.

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14. Que sujet toujours au droit de chemin et passage à piétons seulement de ladite Société Donatresse ladite Société Donatrice aura le droit tant de garder la porte qui existe actuellement à travers ledit chemin qui aboutit audit chemin public appelé "New Street" que la hêche qui existe actuellement à travers ledit passage d'environ huit pieds royaux de laize et de plus ladite Société Donatrice aura le droit de déménager lesdites porte et hêche et d'ériger telles autres dans tels endroits qu'elle jugera à propos. Etant bien clairement entendu que si lesdites porte et hêche seront remplacées elles seront fait seulement contre ladite coteière du Sud vers certain chemin ou passage que se réserve ladite Société Donatrice et pas dans ladite coteière du Sud. Etant bien entendu que ladite Société Donatrice aura des clefs pour lesdites porte et hêche qui existent à présent ou pour telles autres portes et hêches qui par la suite seront érigées comme sus est dit.

15. Que si à l'avenir ladite Société Donatrice voudrait vendre ou autrement céder ou disposer à fin d'héritage de ladite propriété présentement donnée quittée cédée et transportée ladite Société Donatrice notifiera par écrit à ladite Société Donatrice et donnera à ladite Société Donatrice l'option d'acquiescer ladite propriété présentement donnée quittée cédée et transportée à un prix d'être agréé entre lesdites parties. Si ladite Société Donatrice voudrait exercer ladite option elle doit répondre en écrit à ladite Société Donatrice avant l'expiration d'un mois de la date de ladite notification par écrit de ladite Société Donatrice. Si lesdites parties ne pourront tomber d'accord avant l'expiration de trois mois de la date de ladite notification par écrit par ladite Société Donatrice dudit prix ou ladite Société Donatrice ou ladite Société Donatrice pourra demander au président de temps en temps de l'Association dite "Jersey Law Society" de nommer un agent immobilier ou autre expert d'adjuger le prix courant au temps de tel notification par écrit par ladite Société Donatrice lequel décision dudit agent immobilier ou autre expert sera finale et sans appel. Si ladite Société Donatrice tomberait en désaccord avec la considération stipulée par tel agent immobilier ou autre expert, elle aura le droit, à tel époque-la de retirer de la transaction et de retenir sa propriété. mais en cas d'accord lesdites parties seront tenues de comparaitre ou de se faire représenter à la Cour Royale afin d'effectuer le contrat translatif de ladite propriété avec un délai maxima de deux mois à partir de la décision finale sur la considération applicable. Et en cas de défaut la partie responsable sera tenue de payer à la partie lésée par voie de dommages, une somme égale à la moitié de la considération finalement accordée.

LE TOUT à fin d'héritage.

LE TOUT tel qu'il est avec tout et autant d'autres droits, appartenances et dépendances comme en peuvent appartenir et dans l'état où ladite propriété se trouve actuellement avec tous ses vices apparents ou cachés, s'ils existent situé en la Paroisse de Saint Hélier, Vingtaine du Bas de la Ville.

A LA CHARGE à ladite Société Donatrice et ses successeurs de se conformer à toutes les clauses, conditions et restrictions auxquelles ladite Société Donatrice pouvait être assujettie pour et à cause de ladite propriété présentement Donnée, Quittée, Cédée et Transportée laquelle forme partie des héritages auxquels elle avait droit (sous le nom de "Abraham de Gruchy and Company Limited") par contrat en date du douze Novembre mil huit cent quatre-vingt-sept de Monsr. Philippe Henry de Gruchy.

LA VALEUR nette de ladite propriété présentement Donnée, Quittée, Cédée et Transportée estimée à la somme de CENT MILLE LIVRES STERLING.

AU RESTE le tout franc et quitte de toutes rentes et autres redevances.

POSSESSION propriétaire desdites prémisses présentement ainsi que possession vacante de la plupart desdits prémisses et possession vacante du terrain à l'Ouest de ladite maison ou maisons présentement Donnée.

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Cédée, Quittée et Transportée après avoir reçu un avis par écrit de ladite Société Donataire de six mois, lequel avertissement ne sera pas donné avant une année après la passation de ce présent contrat.

ETANT entendu entre lesdites parties que le rât Paroissial (tant foncier que d'occupants) dû pour et à cause de ladite propriété présentement Donnée, Quittée, Cédée et Transportée pour l'année courante sera apportonné entre elles proportionnellement suivant à leurs périodes respectives de possession d'icelle pendant ladite année.

LE TOUT sans fourniture ni garantie de la part de ladite Société Donatrice.

ET JURERENT lesdites parties que jamais contre les prémisses elles n'iront ni ne feront aller, à quoi nous les condamnâmes à peine de parjure.

EN TEMOIN de quoi nous avons scellé ces Lettres du Sceau de la Cour Royale; Présents à ce:

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500-0806 SCN/PW

Schedule B [Clause 2.1]

The references to room numbers are references to the rooms as numbered on the plan set out in Part III of this Schedule

Part I: General Procedural Requirements

1. The whole project will be undertaken by a suitably experienced team comprising a conservation architect, a structural engineer, a building archaeologist and a building contractor, all of whom will be specialists in the field of historic buildings, in close liaison with officers of the design and conservation section of the Planning Department.
2. The following steps will be taken:
 - (a) A full set of accurate survey drawings of internal elevations of the house, showing panelling, fireplaces, and all relevant detail including record jointing, construction and moulding profiles will be prepared and will form the basis of the working drawings for the restoration of the damaged and missing parts.
 - (b) All panelling, doors, chimney pieces and other timber fixtures which need treatment or which cannot reasonably be left *in situ* during the refurbishment process will be carefully dismantled, labelled, and removed to safe storage.
 - (c) Detailed drawings and specification for the repair and refurbishment of the house, informed by the recorded archaeological evidence, will be prepared.
 - (d) Detailed drawings and specifications for the repair of all salvaged historic woodwork, and for the authentic recreation of lost and damaged detail, will be prepared.
3. Throughout the planning and implementation of the repairs, the integrity and essential qualities of the historic building will be respected.

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Part II: Detailed Procedural Requirements

4. Existing joinery work throughout the building, including all the external windows and all the internal joinery will be repaired and not replaced unless absolutely necessary.
5. Any item of joinery which is removed from the building is to be marked and a record kept of its position so that the element can be replaced in its original position. This also applies to the lifting of floorboards which are to be marked and replaced in their original position.
6. Where any item of joinery is removed, particularly panelling and particularly the staircase structure, it is to be surveyed and drawn up by the conservation architect or structural archaeologist agreed by the Committee.
7. Existing glass in windows is to be carefully removed and reused in the same window. Mouldings to the windows and glazing bars are to be of the exact size and dimension as originally constructed. If there is any doubt, the matter should be referred to a conservation architect or structural archaeologist agreed by the Committee.
8. New oak lintols are to be inserted to replace timber lintols that have rotted. On completion of that work the cracks on the front elevation are to be repaired by filling the cracks by injection and making good the face to match the existing face.
9. The upper section of the southern gable is to be rendered with a lime based render. Subject to further investigation, the wall to the rear elevation, which is presently exposed stud work with hard cement pointing, is to be rendered with a lime based render.
10. The eaves wall plate which is set on the inside wall of the external wall on projecting timbers built into the wall beneath the gutters is to be replaced where necessary.
11. The floor beams, including the truss tie, are to be repaired by cutting the beams back approximately 2m from the internal face of the front and rear walls and providing a steel flitch plate extending to bear onto the front wall. The plate is further to be strengthened by the addition of rolled hollow sections approximately 150 x 100mm bolted to the side of the steel plate and bearing onto the external wall. The whole of the steel plate structure is then to be battened out and panelled as originally. An air gap is to be left around the particular structural member to allow air to circulate.



12. Soft board protection is to be provided to the existing joinery in any areas where it can be damaged, following which an internal load bearing bird cage scaffold is to be erected through the building which will be an access scaffolding and also a structural support scaffolding for the floor beams. A temporary scaffolding staircase is to be erected in the main entrance hall area up through the building to second floor level which includes the removal of the ceiling at second floor level within the stair area without damaging the cornices that run around this ceiling. The scaffolding stair is to be erected to give access beneath it to the remainder of the ground floor during the period of the contract.

13. Before workmen are allowed onto the floors, plywood sheeting is to be provided to go over the floors if necessary temporarily supported from below so that all areas of the rooms that are to be worked on are safe to walk onto.

14. The joinery work is only to be touched when the Engineer is satisfied with the stability of the internal structure unless there are obvious areas that have a significant time factor associated with their replacement or repair being set into the programme at an earlier date. It is also at this time that services are to be installed prior to the replacement of floorboards. The service installations are not to damage the existing joinery or to be set on the services of the existing joinery unless otherwise agreed with the Engineer.

15. When the repair of the panelling is carried out manufactured timber boards are not to be used. The existing joinery construction is to be matched exactly as the original.

16. Where any timber is fixed to external walls, the panelling is to be fixed off pressure treated timber grounds and stainless steel fixings are to be used throughout these external walls. Ventilation is to be provided behind this panelling in agreement with the Engineer.

17. On the ground floor, the existing ground floor is to be opened up and investigated where floorboards exist and whatever repair work is necessary is to be carried out to this construction. The floorboards are to be set on one side to be marked for position.

18. The existing situation suggests that the original floor was perhaps 75mm lower than the floor as it now exists related to the bottom tread of the stairs. Accordingly, the level of the new ground floor slab within the entrance hall, and of the floors of the two adjacent rooms, will be decided at a later date and related to the construction of the staircase.

19. The existing staircase is to be opened up by careful removal of the panels so that the detailed construction can be seen and the treads that have



rotted away are to be reinstated at the two half landing levels back to their original condition providing new strings as appropriate.

20. The building is to be re-wired and provided with hot and cold water services and a heating system. Toilet accommodation is to be provided in the two storey back addition behind the staircase.

21. The work is to be carried out in accordance with all relevant statutory requirements.

22. The entire building is to be cleared of pigeon droppings.

23. A temporary roof and scaffolding is to be erected on three sides, east, south & west of the building to give access to the external walls and to provide support for the temporary roof. In accordance with drawing no D/BM1436/1 prepared by Benchmark Scaffolding Limited the scaffolding is to be sheeted to at least 1m below parapet level as part of the roof covering.

24. Boarding is to be used as appropriate for spreading the load from the scaffolding onto the existing flat roof.

25. The existing timber panelling throughout the building is to be protected from potential damage from the erection of a birdcage scaffold within the building by soft building board which is to be fixed back by non-mechanical means to avoid damaging the existing joinery. Any glue or fixing system must be easily removable.

26. A birdcage scaffold is to be erected within the building which is capable of supporting the four principal beams that run front to back of the building at each level including the underside of the roof level. The birdcage scaffold is to accommodate within the hall area a scaffolding access staircase which must also be arranged to give access to the ground floor and access at first and second floor levels. The scaffolding is to be removed sequentially on a floor by floor basis as the strengthening is completed to each particular floor level. The scaffolding is to be arranged to be boarded at scaffold height to allow the contractor access to work on the principal beam ends at each of the eight locations where the beams bear onto the external walls.

27. Temporary plywood boarding is to be provided on each of the floors during the works to make the floors safe for operatives to work from and to walk across. Where necessary, additional temporary support is to be provided on a floor by floor basis in the locations where the floor has rotted away.

28. All redundant services for the building are to be carefully dismantled and removed.



Part II: Substantive Works

29. Each of 8 No. timber tie beams is to be repaired. Prior to carrying out this work temporary support to the 8 No. rafter ends is to be provided by providing 2 No. 1m length of approximately 150mm x 100mm steel channel either side of the rafter member bolted through the rafter with 2 No. 16mm bolts with one end of the pair of channels supported on the masonry of the existing parapets and the internal ends supported by the birdcage scaffold. Each of the timber floor beams (ties to trusses) is to be cut back over a length of 1m (for estimating purposes). A 20mm thick x 225mm deep steel flitch plate 2.5m long is then to be set vertically into a slot cut into the good timber of the beam. The slot can be cut using a Ryobi plunging chain saw. The steel plate is then to be dropped into the slot into the timber and bolts inserted horizontally through the timber and through the plate at 225mm centres horizontally,, 16mm diameter with the nuts or bolt heads let into the timber to allow the timber panelling enclosing the beam to be replaced to its original line. The steel flitch plate is to be carried through to sit on the external wall and it is to be reinforced on either side with a 150 x 100mm rolled hollow section rectangular tubes bolted to the flitch plate at 225mm centres to bear on to the external wall but allowing for the flitch plate to be connected to a slot cut into the case of the rafter and bolted through.

30. Prior to the refixing of the new flitch plate to the principal rafters the construction is to be carefully jacked up to its original level. On the rear of the front elevation a total length of 6m of eaves wall plate that supports the secondary rafters is to be replaced in a piecemeal manner using halving joints with the existing.

31. All new floorboards are to match the existing timber in thickness, quality and dimension. All timber is to be pressure treated off site.

32. When the floorboards have been removed the engineer is to inspect so that decisions can be made as to the extent of the removal of the existing plaster ceilings and their associated timber cornices.

33. All fixings to be used in the replacement of the plaster are to be stainless steel.

34. The existing roof slates are to be stripped off. Slates that are re-usable are to be carefully stored on the scaffold. Existing tile battens are to be stripped off and disposed of off site. The clay ridge tiles and the lead roll at the change in slope of the roof and zinc/felt/lead coverings to the dormer windows are to be removed and flashings around chimneys and similar structures are to be dismantled. Approximately 30mm wide gutters to the front and rear of the building behind the parapets and the timber box gutter are to be dismantled.



All material which is not to be re-used in the restoration of the property is to be disposed of off site.

35. The reinstatement of the roof is to comply with the following specifications:

- 35.1. Stainless steel fixings are to be used throughout.
- 35.2. Tyvek, or similar, breathable roof felt is to be used.
- 35.3. New timber tile battens of a size to match existing, treated timber are to be used.
- 35.4. Existing slates on the roof are to be replaced, where necessary, using good quality Welsh slates to match the existing in size and thickness. The tile battens to be set to the correct gauge for these slates.
- 35.5. The dormers are to be re-clad with Code 6 lead throughout.
- 35.6. The box gutters are to be reconstructed in external quality ply providing the necessary downpipe outlets and laying these box gutters to falls as recommended for lead lined gutters by the Lead Sheet Association recommendations.
- 35.7. The gutters are to be lined with Code 6 lead in accordance with the Lead Sheet Association recommendations.
- 35.8. Flashings are to be provided around chimneys in Code 6 lead. Any other lead work associated with the works to the roof is to be carried out using Code 6 lead in accordance with the Lead Sheet Association recommendations.
- 35.9. The lead roll is to be replaced at the change of slope of the roof Code 6 lead in accordance with the Lead Sheet Association requirements.

36. All plant growth is to be removed and all cracks around the chimneys to be made good.

37. The existing render on the back of the parapets is to be cut off all around the building. A breathable lime based render is to be provided using St. Astier 3.5 mixed to a gauge of 1 of lime; 3 of sharp sand with no more than 10-15% passing a 300 sieve.

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38. To the south elevation the existing render that is left as a patchwork above windowsill level is to be cut off and the exposed stone work is to be rendered in an area where the old render is cut off to the upper section of the gable using the lime based render previously specified.

39. New cast iron hopper heads and downpipes are to be provided to drain behind the existing parapet gutters to replace the existing plastic.

40. On completion of the internal repair works to the front wall, the existing render is to be cut out where it is cracked to a width of 300mm where practical and made good using stainless steel expanded metal fixed with stainless steel screws and with lime based render as previously specified.

41. Coping stones and parapets are to be made good.

42. The top of the portico to the front entrance which has been damaged by corrosion jacking of the metal fixings is to be reconstructed. Reconstruction is to include either matching stone or a new concrete element to match the existing in profile allowing for stainless steel reinforcement and stainless steel fixings to the existing stonework behind.

43. Existing timber lintols at 9 No. window openings at first floor level are to be replaced with oak lintols. The minimum bearing at each end is to be 225mm.

44. Any damage to the external masonry walls which is uncovered when the panelling is removed is to be repaired as necessary. Necessary repairs to the masonry walls are to include replacing a built-in timber plate on the front elevation.

45. The three rendered elevations, including sills and the inside of parapets, are to be painted with a suitable lime wash or two coats of Keim external paint following the manufacturer's instructions, and to an overall external colour scheme to be agreed by the Committee.

46. All external joinery is to be cleaned down and painted with two undercoats and one finish coat.

Internal Structure: First Floor Construction

47. As specified for the second floor construction, a steel flitched beam to 8 No. beam ends is to be provided allowing for the cutting back of the timber to a length of 2m and providing a steel flitch plate 3m long. In every other respect the specification is to be the same as for the second floor level with the exception that there is no connection to the rafters.



48. All the floorboards over the whole of the first floor are to be lifted after recording and marking the boards for replacement in their original position. Replacement boards are to be of similar thickness, quality and width.
49. Timber floor joists of approximately 115 x 75mm in oak are to be replaced where necessary over the whole of the first floor.
50. The position of all cornices in Hall Area Room 1, Room 6 and Room 3 are to be carefully recorded and numbered for future replacement. All cornices are to be carefully taken down. The existing ceilings are to be taken down and replaced with either lath or stainless steel expanded metal with a lime based plaster using stainless steel fixings. Timber cornices are to be replaced as necessary.
51. Other than room 1, the ground floor is to be of suspended timber construction set on to half brick sleeper walls, set onto strip foundations. At the point where the floor abuts the walls, there are to be ventilation gaps to allow air to circulate behind the panelling wherever this is possible. The ventilation ducts that exist alongside the front door are to be retained and potentially also be used for service distribution.
52. Where existing panelling has rotted away and been removed, it is to be replaced.
53. Where existing timber panels are to be re-made, or repairs made to any of the joinery work throughout the building, the timber used is to be of clear "joinery grade" and fit for its purpose. Man-made boards must not be used in a joinery construction throughout the building.
54. Where it is necessary to reinstate internal partitions, new soft wood studs of approximate dimension of 100mm x 60mm at 250mm centres vertically are to be used. The timber is to be grade C24 and specified as fit for its purpose. The plaster is to be reinstated using lath or stainless steel expanded metal with stainless steel fixings and two coat lime based plaster except where panelling exists. The internal plaster is to be formed of a lime putty mix recommended by a lime plaster specialist.
55. No historic materials are to be removed from the site without approval from the Historic Buildings Officer and where historic elements are removed their position is to be recorded and where possible they are to be replaced in the original position. This includes all existing glass, all windows, cupboards and other fitting furniture, all hinges to doors and any sundry fittings used throughout the building.

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56. The type, quality and surface finish of any paints that are to be used throughout the building are to follow the recommendations of an Art Painting Conservator.

57. The surfaces of the mouldings which form the cornices and wainscot decorations to all casings are to be carefully cleaned and sanded back to their original surface and repainted using oil based paint with a primer, undercoat and top coat. The colour and texture of the paint finishes to be specified by the Art Painting Conservator. The wall panels are to be cleaned off and made good where appropriate and repainted as specified for the mouldings. New windows are to be painted internally and externally as specified above, including where appropriate the removal of existing glass and its replacement in its original position and new crown glass in windows where this does not exist. The glass is to be set in linseed oil putty.

Room 1

58. The tiled concrete floor within the entrance area is to be taken up and the existing concrete broken up and carted away.

59. A new floor is to be provided in this area consisting of a lime concrete slab 150mm thick and an appropriate tile to the approval of the Historic Buildings Officer. The lime concrete is to consist of a lime used as the cementing agent. The floor is to be laid directly on to the earth that is exposed. Consideration is to be given to the level of this floor relating to the lower tread of the existing staircase. The floor may be lowered if the expert team consider this satisfactory. The finished floor surface is to be set into a lime based mortar with joints 3mm to allow the floor to breathe.

60. The panelling around the front door is to be reconstructed and the minor repairs needed to the skirtings, wainscot rail and the screen in its entirety on both faces, including the replacement of the glass as necessary, is to be carried out leaving the whole of the joinery prepared for the decorators. The panelling to the right-hand side of the door looking from the outside is to be made good to match the panelling to the left-hand side.

61. The front door and the two existing doors into the adjacent rooms are to be taken from the site and repaired leaving them ready for decoration. The cornice mouldings and the ceiling are to be removed and replaced.

Rooms 2, 7 and 12 Staircase Area

62. The staircase in this area is to be repaired in situ. It may be dismantled but only in areas where there obvious signs of dry rot infestation. The bottom flight of stairs is to be taken apart and reconstructed up to the first quarter landing. This is to involve removing the timber panel below the flight of stairs,



opening up the fixed door beneath the quarter landing and removing the plaster soffit to the underside of the first quarter landing. Where necessary, 6 No. new treads are to be set onto new string courses fixed to the wall and the first quarter landing is to be reconstructed to match the existing. The existing risers and treads to be used wherever possible. As elsewhere the timber used is to be joinery grade pressure treated off site before use and all fixing are to be stainless steel.

63. The stair flight from the quarter landing up to the first floor level is to be repaired once the soffit plaster has been removed and any missing balusters are to be replaced to match existing.

64. The plaster soffit to the stair from first to second floor is to be removed so that the stair can be inspected.

65. All necessary repairs to the decorative joinery of the handrail, balusters and newel post to the staircase are to be carried out.

66. Worn treads are to be repaired or replaced as necessary.

67. All the soffit plaster to the staircase is to be replaced using lath or stainless steel expanded metal with stainless steel fixings and two coat lime plaster work.

68. The surfaces of the timber partitions between the ground and first floor level between rooms 2 and 6 and 2 and 5 adjacent to the rear wall are to be stripped back over a width of 2m from the rear wall. The existing areas of panelling to the two partitions and the rear wall of the stair are to be carefully removed and their positions marked. They are to be placed on one side for re-making to match exactly existing. This includes the panelling that exists alongside the short flight of stairs to the first floor toilet accommodation.

69. The No. 4 timber steps from the quarter landing to the rear toilet accommodation are to be taken apart and new timber steps made using the original as the mould. The reconstruction is to include new strings and grounds on the rear wall to allow the steps to be fixed properly.

70. Within the ground floor 2.5m of the stud partition is to be replaced either side of the staircase and reconstructed with new treated timber using 100mm x 60mm treated soft wood Grade C24 and stainless steel fixings.

71. A 2.5m length of timber moulding at first floor level to the left-hand wall is to be removed and replaced to match existing. On the right-hand wall a 2m length of timber panelling is to be replaced exactly to match existing allowing for re-fixing up to first floor level.



72. The plaster to the two staircase walls is to be replaced using lath or stainless steel expanded metal on each face and two coat lime based plaster.

73. Within the staircase from first to second floor level the timber panelling to both sides of the stairwell is to be taken apart by the removal of the timber panels themselves. The engineer is to carry out an inspection of the effects of wet and dry rot.

74. The existing door on the rear elevation is to be taken away for restoration and when restored is to be returned to the site ready for decoration.

75. The panelling on the rear wall of the staircase is to be reinstated with new to match the existing panelling all as previously described and fixed to treated timber grounds.

76. Above the ground to quarter landing level directly above the panelling on the rear wall an area of plaster some 50mm is to be applied in four coats to make up the necessary thickness. Stainless steel mesh reinforcement is to be fixed to the rear wall to retain it.

77. At ground floor level to the room below the stairs, all the existing plaster is to be stripped off the partition walls and the rear wall. The timber moulding is to be stripped out to wainscot level and reinstated with new. The timber panelling is to match precisely the existing. The walls are to be replastered with a lime based plaster set on to lath or expanded metal.

78. The door into the area beneath the staircase is to be taken off site, repaired and returned ready for decoration.

79. 2 No. new doors are to be provided to rooms 5 and 6 on the ground floor to match the door to room 4 and returned to site ready for decoration.

80. At first floor level, the existing original door in the left hand partition is to be taken off site, repaired and brought back to the site ready for decoration. A new door of four panel construction to match the original is to be constructed for the right-hand partition and returned to site for decoration. The existing four panel door in the front partition is to be taken off site, repaired and brought back ready for decoration.

81. All the main room doors, a cupboard door and a door to the upper flight of stairs on this landing are to be taken off site, repaired and returned to site ready for ready for redecoration.

Rooms 3 and 6

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82. A new ventilated timber floor is to be provided in rooms 3 and 6. The same specification is to be used for rooms 4 and 5. Wherever possible within rooms 4 and 5 the existing boards to be used. All strip footings running front to back of each room are to be excavated no more than 200mm to compacted surface. A concrete foundation 150mm deep is to be built off the concrete foundation with sleeper walls in half-brick construction and semi-engineering bricks with lime mortar joints. A damp proof course is to be constructed one course below the top and treated soft wood timber joints are to be inserted to span between the sleeper walls running in a north-south direction. The timber joints are to be 75mm wide by 125mm deep timber grade C24, the timber being fit for its purpose. The joist is to be set at 400mm centres. New 20mm thick soft wood floor boards plain edged are to be used of a width to match the existing in rooms 4 and 5. The timber joists and boards are to be pressure treated off site. Around the periphery of the floor, where possible, a ventilation gap is to be provided beneath the skirtings. The gap must be at least 6mm wide.

83. Ventilation is to be provided to this floor by either clearing existing vents or providing new vents.

84. The timber fireplace surround is to be taken off site, repaired and provided with a new shelf approximately 150mm by 25mm deep of joinery grade timber with a moulded front edge. It is then to be returned to site ready for redecoration.

85. All the match boarding which is fixed up to dado height is to be stripped out and disposed of.

86. The wall area is to be replastered where necessary with a lime putty based plaster.

87. The existing sash window in the east elevation together with its shutters is to be taken off site and repaired. It is then to be returned to the site ready for redecoration. The existing glass is to be retained in the frames and if removed is to be replaced.

88. The adjacent window in the east elevation is missing. A new window with shutters is to be provided to match precisely the existing structure to a joinery grade timber primed and returned to site and refixed ready for repainting. Windows in the west elevation are to be replaced in accordance with a design to be agreed in writing with the Committee.

89. All the existing skirtings are to be taken off and replaced. Replacements are to match existing.



90. Plaster to the walls of the room is to be replaced as necessary following the specifications above.

Rooms 9A, 9B, 10 and 11

91. The rear wall of the building is to be plastered in areas where it was previously plastered following the previous specifications and reinforced with stainless steel reinforcement fixed with stainless steel fixings. It is to be three coat work.

92. All existing panelling at this level to the front and rear walls is to be stripped out. 1 No. new window on the front elevation and 3 No. new windows on the back elevation are to be provided to match existing on the same elevation. All windows are to be taken off site, repaired and returned to site ready for redecoration if they are existing and primed ready for decoration if they are new. The repairs to the windows are to include the reinstatement of the bottom rail of one of the sash windows on the rear elevation which has holes drilled in it for ventilation. The original glass is to be retained in these windows.

93. Timber panelling which has been removed is to be replaced to match precisely the original. New timber panelling is to be returned to site before painting and is to be refixed in position.

94. Fireplace surrounds are to be provided to the 2 No. southern fireplace openings, to a design to be agreed in writing with the Committee.

95. Where the north and south walls abutting the areas up to the chimney breasts are panelled and in poor condition, the panelling is to be stripped out and replaced by timber to match existing.

96. In room 11 on the rear elevation a cupboard is to be reconstructed and fixed to the west corner of the south wall with new timber to match the cupboard on the opposite side of the fireplace.

97. Any work necessary to the narrow timber staircase giving access to the loft space to bring it into serviceable condition is to be carried out.

98. Adequate drips and DPCs are to be provided all around the window frames as appropriate.

99. The former garden area to the east of the property is to be restored in accordance with a scheme to be submitted to and approved by the Committee with the five year programme of works.



GENERAL NOTES

DESIGN OF FABRIC
The drawing has been prepared from information supplied to us by, or on behalf of the client. It is the client's responsibility to ensure that the information is correct and that the design is suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

IMPOSED LOADS
The contractor is to ensure that the loading specified in the drawing is not exceeded. It is the contractor's responsibility to ensure that the loading is not exceeded. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING METHODS
The contractor is to ensure that the working methods are suitable for the intended use. It is the contractor's responsibility to ensure that the working methods are suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING CONDITIONS
The contractor is to ensure that the working conditions are suitable for the intended use. It is the contractor's responsibility to ensure that the working conditions are suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING TIME
The contractor is to ensure that the working time is suitable for the intended use. It is the contractor's responsibility to ensure that the working time is suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING MATERIALS
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WORKING TOOLS
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WORKING PERSONNEL
The contractor is to ensure that the working personnel are suitable for the intended use. It is the contractor's responsibility to ensure that the working personnel are suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING EQUIPMENT
The contractor is to ensure that the working equipment is suitable for the intended use. It is the contractor's responsibility to ensure that the working equipment is suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING PROCEDURES
The contractor is to ensure that the working procedures are suitable for the intended use. It is the contractor's responsibility to ensure that the working procedures are suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING SAFETY
The contractor is to ensure that the working safety is suitable for the intended use. It is the contractor's responsibility to ensure that the working safety is suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

WORKING DOCUMENTATION
The contractor is to ensure that the working documentation is suitable for the intended use. It is the contractor's responsibility to ensure that the working documentation is suitable for the intended use. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

CONSTRUCTION NOTES

The contractor must ensure that the construction is in accordance with the drawing. It is the contractor's responsibility to ensure that the construction is in accordance with the drawing. We do not accept liability for any loss or damage arising from the use of the drawing for any purpose other than that for which it was prepared.

INDICATES RESIDUAL RISK ITEMS

This drawing constitutes a residual risk assessment in accordance with Regulation 13 of the CDRA Regulations.

REVISIONS

NO.	DESCRIPTION	DATE	BY

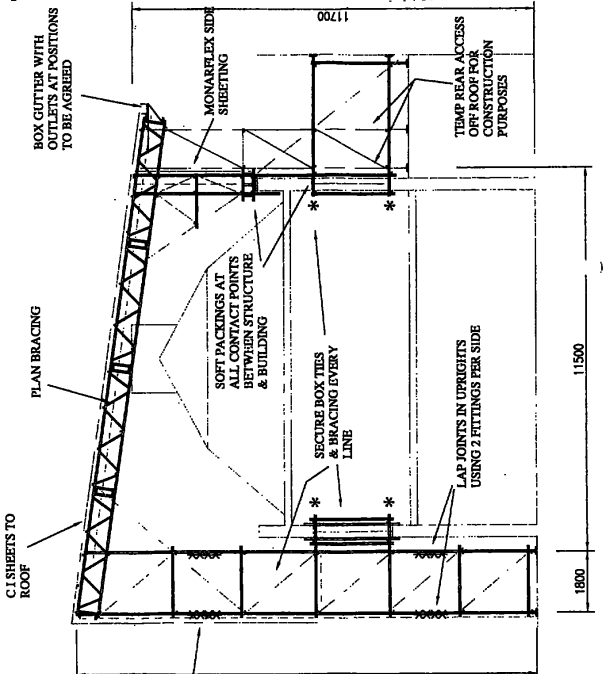
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Waterside Trading Centre
Trumpers Way
Hannwell
London W7 2QD
Tel: 020 8867 9977 Fax: 020 8867 8900

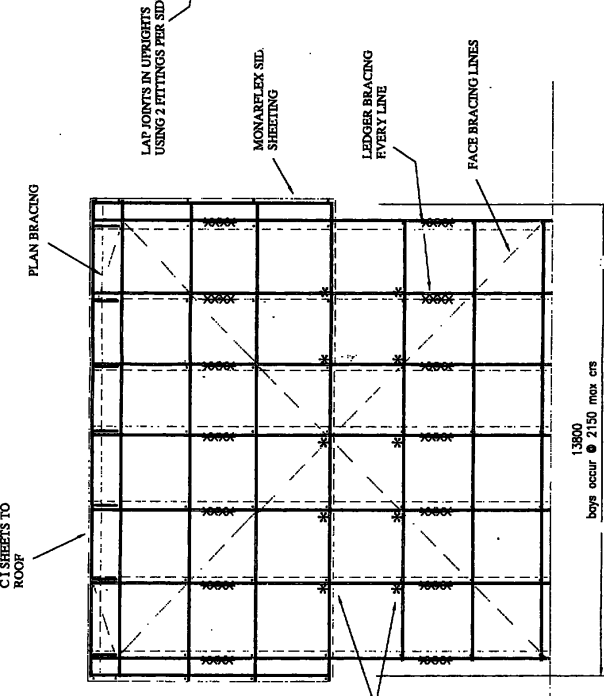
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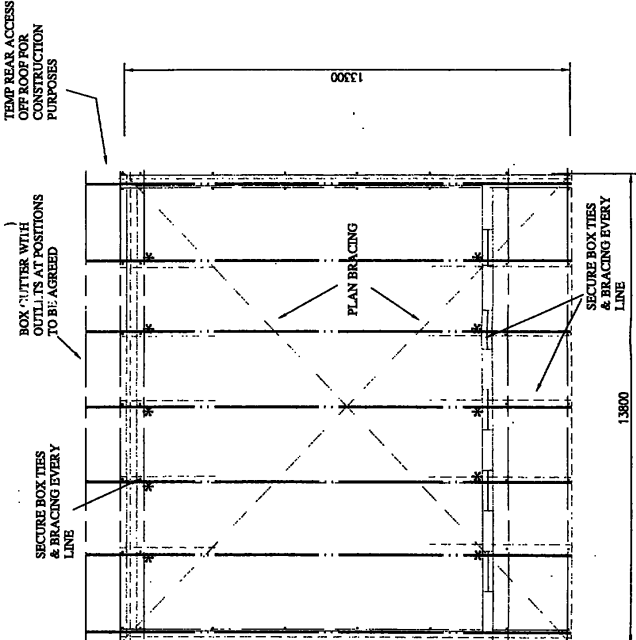
DRAWN: RSY
CHECKED BY:
CLIENT: Morton Parfip Ltd
DATE: 20/08/03
SCALE: 1/100
DRG No: D/BM 1436/1
(DRG DRG)



TYPICAL SECTION



FRONT ELEVATION



PLAN LAYOUT

Schedule C [C]

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