

Agenda item number: 8

Date of meeting: 19th November 2018

THATCHAM TOWN COUNCIL

Recreation and Amenities Committee

Report by: Mel Alexander

Job Title: Town Clerk

Subject: The Priory – damaged boundary wall

1 Purpose of Report

For Committee to receive further details regarding damage sustained to the boundary wall of The Priory, adjacent to The Hub, and consider a course of action.

2 Background

See Appendix for the reports presented to meetings of this Committee on 20th August 2018 and 17th September 2018.

At the last meeting of this Committee Members resolved to defer a decision to a future meeting of this Committee, following conversations with the Town Council's insurer urging them to cover the repair cost and with the Tenant seeking a commitment to fund repair of the wall.

3 Details of Project

Our insurer, Zurich, instructed a second opinion, the result of which is as follows:

"The claim for the wall has been declined. Our reasoning is as follows:

Upon inspection it is advised that there is no insurable damage at the risk address. It was noted that the wall is suffering from wear and tear. The mortar between the bricks was crumbling and brittle, it was also noted that the bricks are spalling (flaking and cracking) this occurs due to the cyclical exposure of the elements and the resulting freeze/thaw effect. Part of the brickwork had efflorescence (salting) caused by excessive moisture in the brick pulling the minerals to the surface. There was also extensive plant growth to the wall. This all weakens the structural integrity of the wall over time until the wall is no-longer structurally sound. The recent weather has highlighted this on-going degradation and has been the occasion but not the underlying cause of the damage viewed, as such there is no cover under the policy and the claim has been declined in full."

Subsequently, a request was put to Response seeking a commitment to fund repair of the wall. A response is awaited at the time of writing and will be reported at the meeting.

4 Financial Implications

Repair estimates have been obtained as follows:

By Response totalling £9,950.

By Town Council Officers totalling £4,750.

5 Legislation

Health and Safety at Work Act 1974

General Power of Competence – Localism Act 2011, ss.1-8

6 Reference to Council Plan

n/a

7 Consultation

n/a

8 Recommendation

Committee is asked to consider whether the Town Council has a moral obligation to fund this repair, with the cause having been cited as wear and tear.

THATCHAM TOWN COUNCIL**Recreation and Amenities Committee****Report by: Mel Alexander****Job Title: Town Clerk****Subject: The Priory – damaged boundary wall****1 Purpose of Report**

For Committee to receive further details regarding damage sustained to the boundary wall of The Priory, adjacent to The Hub, and consider a course of action.

2 Background

See appendix for the report presented to the last meeting of this Committee on 20th August 2018.

At that meeting Members deferred a decision on this matter to a future meeting, following investigation into past work that was carried out on walls surrounding the property and any surveys that were conducted at that time (RA/2018/73).

In April 2009 Thatcham Town Council commissioned Mursell & Company to prepare a Building Survey Report of The Priory site, the following information was recorded regarding the boundary walls:

2 - BROAD SUMMARY OF OUR FINDINGS

2.1 Attention is necessary to the ... and boundary walls.

9 – SITE & BOUNDARIES

9.4 The brick walls are all of some age and I expect that most are contemporary with building of the initial house. These are all of brick with lime pointing and present a very attractive appearance to the building and the locality. Over time sections of the walls have suffered from movement and some bowing, cracking and leaning. Inevitable deterioration has taken place to pointing, copings and some bricks. Local repairs have been carried out, they are required now, and further repairs will be needed on a regular basis in future. The higher walls fronting the path facing the church have suffered the worst of movement and leaning. A substantial buttress is placed at about the centre of this run which appears to have stabilized this section. However, these are substantial sections of older masonry and I recommend that they be inspected every few years for an assessment of condition.

continued

The walls to parts of the east boundary are of a poorer design and condition than those to the other boundaries. Parts are half-brick thickness with piers. This is the section fronting the Co-Op car park. At the time of my inspection loose copings were being repaired. However, the wall is in a poor structural condition and rocks when pushed and represents an immediate risk, particularly adjacent to a public car park. I recommend that this be taken down and rebuilt to a suitable design as soon as possible.

Works to the boundary walls that the Town Council has carried out are as follows:

In 2012 a steel framework was erected to the inside of the southern boundary to stabilise the wall.

Around the same time an access point from the Co-Op car park was created and minor strengthen repairs were carried out to the wall either side of the new gate opening to strengthen that section of the wall.

3 Details of Project

Members may recall that Response had obtained a quotation of £9,950 from the builder that has undertaken their refurbishment of The Priory. However, the Services Officer has obtained a further quote from a builder who specialises in the repair of listed buildings and this has been received at £4,750, to rebuild the wall, reusing fallen bricks as much as practicable and in-keeping with the original design.

Whilst the lease conveys liability on Response (as per appendix), the damage has been accredited to wear and tear. This is supported by the findings of the Building Survey Report detailed above.

The property was leased to Response in September 2017 and therefore Members should give further consideration to whether the Town Council has a moral responsibility to undertake the repair on this occasion.

A maintenance programme will need to be developed in order to preserve the rest of the wall and Response should be advised to implement such.

Listed Building Consent will be required prior to any work being carried out.

4 Financial Implications

The quotation obtained by Response totals £9,950.

The quotation obtained by Town Council Officers totals £4,750.

If Committee is minded to approve this expenditure, it could be funded from the Rolling Capital Fund which currently has available funding of £47,840.71.

5 Legislation

Health and Safety at Work Act 1974
General Power of Competence – Localism Act 2011, ss.1-8

6 Reference to Council Plan

n/a

7 Consultation

n/a

8 Recommendation

If it is the opinion of this Committee that the Town Council has a moral responsibility to meet the cost of this repair, it is recommended that:

- i. Committee approves appointment of the contractor approached by the Services Officer, to carry out the repair for £4,750.

and that:

- ii. Response be instructed to implement a maintenance programme for the boundary wall.
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Agenda item number: 10

Date of meeting: 20th August 2018

THATCHAM TOWN COUNCIL

Recreation and Amenities Committee

Report by: Mel Alexander

Job Title: Town Clerk

Subject: The Priory – damaged boundary wall

1 Purpose of Report

For Committee to receive further details regarding damage sustained to the boundary wall of The Priory, adjacent to The Hub, and consider a course of action.

2 Background

This was originally reported to this Committee on 18th June 2018 – RA/2018/59.

On 14th March 2018 I contacted Response to enquire about damage to the boundary wall, evident from the Co-Op car park. I was advised that the wall was damaged during high winds overnight on, or around, 4th January 2018.

The lease of the site between Thatcham Town Council and Response states:

8.1 Subject to clause 8.2, the Landlord shall keep the Property insured against loss or damage by the Insured Risks for the full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The Landlord's obligation to insure is subject to:

8.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

8.2.2 insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

A claim was submitted to the Town Council's insurer, Zurich, on 1st May 2018. An appointment was made for a Loss Adjuster to inspect the site on 12th June 2018. I met with the Loss Adjuster who informed me that his report to Zurich would be advising that this repair should not be covered by insurance, as he felt it was a maintenance issue.

The loss adjuster's report can be found at the end of this document. The following clause within the insurance policy states:

"Insured Perils –

damage to the property insured excluding

c) damage or business interruption caused by or consisting of:

i) inherent vice, latent defect, **gradual deterioration**, **wear and tear** or its own faulty or defective design or materials"

3 Details of Project

In light of the above, the damage will have to be funded outside of insurance.

The lease states:

22.1 The Tenant shall keep the Property clean and tidy and in good repair and condition

*22.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
22.2.1 the policy of insurance of the Property has been vitiated, or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any under-tenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them, of
22.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in Clause 8.2.*

Response have obtained a quotation of £9,950 from the builder that has undertaken their refurbishment of The Priory.

The Services Officer is currently obtaining further quotes from builders who specialise in the repair of listed buildings.

Listed Building Consent will be required prior to any work being carried out.

A maintenance programme will need to be developed in order to preserve the rest of the wall and Response should be advised to implement such.

Whilst the lease conveys liability on Response, the damage has been accredited to wear and tear. The property was leased to Response in September 2017 and therefore it should be considered whether the Town Council has a moral responsibility to undertake the repair on this occasion.

4 Financial Implications

The quotation obtained by Response totals £9,950.

Alternative quotes are expected by 31st August 2018.

5 Legislation

Health and Safety at Work Act 1974
General Power of Competence – Localism Act 2011, ss.1-8

6 Reference to Council Plan

n/a

7 Consultation

n/a

8 Recommendation

If it is the opinion of this Committee that the Town Council has a moral responsibility to meet the cost of this repair, it is recommended that:

- iii. Committee delegates authority to the Chairman and Vice-Chairman to appoint a contractor to carry out the repair, up to maximum expenditure of £9,950.

Irrespective of the above, it is recommended that:

- iv. Response be instructed to implement a maintenance programme for the boundary wall.
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Loss Adjuster's Report:

Hello Mrs Alexander

I refer to our meeting last week and I confirm that this company has been instructed to deal with the claim by your Insurers, Zurich Insurance.

At the time of our meeting you showed me the damaged wall which appeared to have collapsed following the high winds at the start of this year. However a closer inspection of the listed wall showed that it has been constructed in lime mortar as opposed to a modern wall in cement mortar, although some of the wall has been previously repaired in cement mortar. However upon touching the lime mortar between the bricks this has deteriorated to such an extent that it literally fell off the brickwork. In addition some of the collapsed bricks had no mortar on them. There was also further frost damage evident to the brickwork where the face has disintegrated.

In the circumstances the high winds this year were the final straw causing the collapse of the partly still leaning wall and not the proximate cause of the damage. Accordingly I can only repudiate liability for this loss leaving you to carryout both improvement works and rectification of the damage to correct matters.

I can therefore only advise Insurers that they may now close their file.

Kind regards

Dave
David W Danson Senior Surveyor
MRICS MCABE ACII CIP

Vericclaim UK Ltd
1 Alie Street, London, E1 8DE