# RebuildCostASSESSMENT.com

# **REBUILD COST ASSESSMENT FOR SITE SURVEY**

## TERMS OF SUPPLY OF REBUILD COST ASSESSMENT LIMITED

#### 1. APPLICABLE TERMS

- 1.1 These Terms will apply to any contract between the Supplier and the Client for the supply of the Services (Contract). The Client should read these Terms together with the Basis of Assessment carefully and make sure that they understand them, before placing an Order. Before placing an Order the Client will be asked to agree to these Terms and the Basis of Assessment. If the Client refuses to accept these Terms and/or the Basis of Assessment, they will not be able to order any Services.
- 1.2 The Client should save a copy of these Terms for future reference.
- 1.3 The Supplier may amend these Terms from time to time. Every time the Client wishes to place an Order the Client should check these Terms to ensure they understand the terms which will apply at that time.

#### 2. **DEFINITIONS**

2.1 In these Terms:

Acceptance: shall have the meaning given to it in clause 3.2;

Act: means the Data Protection Act (GDPR);

**Assessor**: means a competent person appointed by the Supplier to produce a Rebuild Cost Assessment Report;

**Basis of Assessment**: means the instructions and Basis of Assessment provisions specifying what costs are included or excluded from the Rebuild Cost Assessment Report and the assumptions and basis on which the Rebuild Cost Assessment Report will be prepared.

**Charges**: the charges payable by the Client to the Supplier for the provision of the Services in accordance with clause 5, are agreed in advance prior to placing an order.

Client: means the Party to whom the Services are supplied and who pays for the Services;

**Confidential Information**: includes, without limitation, business information and all documents, computer records, specifications, technical descriptions, records, drawings, designs and data relating to a Rebuild Cost Assessment Report and/or the provision of the Services;

Contract: shall have the meaning given to it in clause 1.2;

**Rebuild Cost Assessment Report**: means the Rebuild Cost Assessment Report carried out by the Supplier or on its behalf in respect of the Property pursuant to which the Supplier estimates the rebuilding costs in the event of a total loss of the Property based on the gross external area and typical rates per square metre for the building use and type/quality of construction of the Property;

**Disclaimer**: means the disclaimer attached to a Rebuild Cost Assessment Report by the Supplier;

Force Majeure Event: shall have the meaning given to it in clause 14.3;

**Group Company**: means a company which is either a holding company or a subsidiary of a Party, or a subsidiary of that Party's holding company (as those terms are defined in section 1159 of the Companies Act 2006);

**Insurance Company**: means an insurance company who has granted an insurance policy to the Client in respect of the Property or who is considering granting such a policy or who has been approached to do so by the Client or the Intermediary;

**Intellectual Property Rights**: means copyrights, trademarks, domain names, rights in computer software and databases, know-how and any similar rights whether arising in the United Kingdom or elsewhere in the world;

**Intermediary**: means an entity which acts as an Intermediary between the Client and the Insurance Company and which includes without limitation the Client's insurance broker;

**Materials**: means documents, drawings, working papers or similar materials and any data or other information;

Order: means a request from the Client asking the Supplier to provide the Services;

**Parties**: means the parties to a Contract being, together, the Client and the Supplier and their respective successors in title; and Party means either of them;

**Property**: means the property, which must be located in the United Kingdom, Channel Islands or Isle of Man, the subject of a Rebuild Cost Assessment Report, details of which are set out in the Order;

**Services**: the carrying out by the Supplier of a rebuild cost assessment and production of a Rebuild Cost Assessment Report;

**Supplier**: means Rebuild Cost Assessment Limited a company incorporated in England and Wales with company number 09746801 (VAT number 232242352) whose registered office is at The Pavilion, Botleigh Grange Business Park, Southampton, Hampshire, SO30 2AF and whose main trading address and address for correspondence is Floor 1 Mey House, Bridport Road, Poundbury, Dorchester DT1 3QY;

**Terms**: shall have the meaning given to it in clause 1.1 and such terms will apply to each Contract.

## 3. REQUEST FOR SERVICES

- 3.1 on receipt of a request the Supplier will consider whether to issue a quotation to the Intermediary. The Supplier is not obliged to provide a quotation in response to any request received.
- 3.2 The Intermediary is responsible for ensuring that the information set out in the request is complete and accurate.
- 3.3 A quotation issue by the Supplier to the Intermediary following the receipt of a request constitutes an offer by the Supplier to supply the Services in accordance with these terms.
- 3.4 A quotation shall only be valid for a period of 90 days from it's date of issue.
- 3.5 The quotation will be deemed accepted by the Client on receipt by the Supplier of the order form. At this point the Contract shall come into existence.

# 4. SUPPLY OF SERVICES

The Supplier shall provide the Services for the Client subject to these Terms which shall govern the Contract to the exclusion of any other terms and conditions, express or implied. The Rebuild Cost Assessment Report is produced solely for the purpose of assisting the Client in calculating the correct level of insurance cover for the Property and cannot be used by the Client, or any other person, for any other purpose (including use in respect of insurance claims and evidencing losses) without the prior written consent of the Supplier.

# 5. PRICE AND PAYMENT

- 5.1 The Charges payable for the Service shall be the charges confirmed by the Supplier to the Client in the acknowledgment which are exclusive of Value Added Tax.
- 5.2 The Supplier will invoice the Client (via the Intermediary) and the payment of the charges specified in the invoice is due 45 (forty-five) days from the date of the Supplier's invoice.

# 6. **DELIVERY**

- 6.1 Delivery of the Rebuild Cost Assessment Report by the Supplier shall be by email or post, in either case to the email address or postal address notified by the Client to the Supplier in the Order. The Supplier shall not be liable for the loss, misdirection or destruction of the Rebuild Cost Assessment Report after it has been either sent to the email address provided by the Client for that purpose or placed in the Royal Mail posting system to the postal address provided by the Client for that purpose.
- 6.2 Any dates quoted for delivery of the Rebuild Cost Assessment Report are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Rebuild Cost Assessment Report that is caused by a Force Majeure Event or the Client's failure to provide the Supplier with adequate information or any other instructions.

# 7. RISK AND TITLE

- 7.1 Responsibility for, and ownership of, the Rebuild Cost Assessment Report shall pass to the Client on delivery.
- 7.2 The Intellectual Property Rights in the Services and in the Rebuild Cost Assessment Report shall at all times remain with the Supplier. The Intellectual Property Rights in any Materials

provided to the Supplier by the Client to enable it to perform the Services shall at all times remain with the Client.

# 8. **CONFIDENTIALITY**

- 8.1 Neither the Rebuild Cost Assessment Report, nor any part or extract from it, may be included in any published document, circular or statement or otherwise by the Client without the prior written approval of the Supplier of the form and context in which it may appear.
- 8.2 Each Party shall keep confidential all Confidential Information and not use it except for the purpose of exercising or performing its rights and obligations under the Contract. Each Party may disclose Confidential Information to a Group Company and to its or their respective employees, officers, professional representatives or advisers, sub-contractors and agents, provided that such persons:-
  - 8.2.1 need to know it in connection with the exercise or performance of that Party's rights and obligations under these Terms;
  - 8.2.2 have been informed of the confidential nature of the Confidential Information divulged; and
  - 8.2.3 agree to act in compliance with the confidentiality requirements in these Terms.
- 8.3 Neither Party will disclose Confidential Information to any third party or use it except as otherwise permitted in these Terms.
- 8.4 Notwithstanding any other provision of these Terms, it shall not be a breach of these Terms for either Party to disclose any Confidential Information pursuant to a court order or a binding request from a regulatory (or other analogous) authority with jurisdiction or from any other third party with power to require the disclosure of such information, provided that (to the extent it is permitted to do so) the affected Party gives all reasonable notice of such disclosure to the other Party.
- 8.5 Subject to the other Terms, the provisions of this clause 8 shall continue to apply notwithstanding termination of the Contract.

## 9. DATA PROTECTION

9.1 In this clause 9 the following terms shall have the following meanings:

**Data Controller**: has the meaning set out in section 1(1) of the Act.

Data Subject: an individual who is the subject of Personal Data.

**Personal Data**: has the meaning set out in section 1(1) of the Act and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which the Supplier is providing Services under the Contract.

**Processing and process**: have the meaning set out in section 1(1) of the Act.

9.2 The Client and the Supplier acknowledge that for the purposes of the Act, the Client is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data.

- 9.3 The Supplier shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the Client.
- 9.4 Each Party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 9.5 The Supplier warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
  - 9.5.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
    - (a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
    - (b) the nature of the data to be protected;
  - 9.5.2 take reasonable steps to ensure compliance with those measures; and
  - 9.5.3 without prejudice to the generality of the foregoing, the Supplier shall not use any Personal Data passed to it by the Client in connection with a Contract to make any direct or indirect written or verbal approach to or contact with the person to whom the Personal Data relates for the purpose of sales and marketing of products or use it otherwise than for the purposes of that Contract.
- 9.6 The Client acknowledges that the Supplier is reliant on the Client for direction as to the extent to which the Supplier is entitled to use and process the Personal Data. Consequently, the Supplier will not be liable for any claim brought by a Data Subject arising from any action or omission by the Supplier, to the extent that such action or omission resulted directly from the Client's instructions (or lack thereof).
- 9.7 The Client warrants that, where it provides Personal Data to the Supplier, it has adequate authority or shall obtain any necessary consent, in accordance with the requirements of the Act, from the person that Personal Data relates to in order to provide the Personal Data to the Supplier and in order for the Supplier to process and store such Personal Data so far as is necessary to enable the Supplier to perform the Services.

#### 10. WARRENTIES AND LIABILITY

- 10.1 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill but shall be subject to the provisos in clause 10.3. All other conditions, warranties and other terms which might have effect between the Parties or be implied or incorporated into these Terms, whether by statute, common law or otherwise, are hereby excluded
- 10.2 The Supplier shall have no liability to the Client for any liability, demand, loss, damage, costs, expenses or other claims for compensation arising as a result of:-
  - 10.2.1 any Materials supplied by the Client;
  - 10.2.2 any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, in the wrong form or late; or

- 10.2.3 any other fault of the Client or any person acting on its behalf.
- 10.3 Each Rebuild Cost Assessment Report is supplied subject to the following provisos:-
  - 10.3.1 the Supplier gathers information for the Rebuild Cost Assessment Report from a number of publicly available sources and uses such information in order to produce the Rebuild Cost Assessment Report. The Supplier cannot guarantee that the information gathered from these sources is complete, accurate or up-to-date and therefore that the information contained in the Rebuild Cost Assessment Report is complete, accurate or up-to-date;
  - 10.3.2 the Rebuild Cost Assessment Report is provided for guidance purposes only;
  - 10.3.3 the Client acknowledges that it is ordering a Rebuild Cost Assessment Report for which information is gathered online and that the Services do not include a physical survey or inspection of the Property and that neither the Supplier nor its employees, agents or sub-contractors will visit the Property for the purposes of carrying out the Services unless the Client specifically requests a Site visit;
  - 10.3.4 the Rebuild Cost Assessment Report has been prepared in accordance with and subject to the Basis of Assessment; and
- 10.4 The Client hereby undertakes to indemnify and hold harmless the Supplier against any liability, damages, cost, expense, demand or loss which it (or any Group Company or an Assessor) may suffer together with all interest, penalties and reasonable costs and expenses which it or they may incur arising out of or in connection with any breach of these Terms or any use of a Rebuild Cost Assessment Report or reliance thereon by someone other than the Client, the Insurance Company and the Intermediary.
- 10.5 Nothing in these Terms shall limit either Party's liability in respect of any claims:
  - 10.5.1 for death or personal injury caused by the negligence of that Party and/or the employees, agents and/or sub-contractors of such Party;
  - 10.5.2 resulting from any fraud including fraudulent misrepresentation made by such Party; and
  - 10.5.3 for which liability may not otherwise lawfully be limited or excluded.
- 10.6 Subject to clause 10.5, in no event shall the Supplier be liable to the Client under contract, tort (including but not limited to negligence), breach of statutory duty or otherwise for any indirect or consequential damages including loss of profits, business interruption, loss of sales, loss of turnover and loss of opportunity even if the loss was reasonably foreseeable or either Party has been advised of the possibility of such damages.
- 10.7 Subject to clauses 10.5 and 10.6, the aggregate liability of the Supplier hereunder (howsoever caused) (including but not limited to any liability for the acts and omissions of the Supplier's employees, consultants, agents or sub-contractors) in respect of any breach of its obligations to the Client, the Insurance Company and the Intermediary (whether implied or express) arising under or in connection with the Contract whether in contract, tort (including but not limited to negligence), breach of statutory duty, restitution or otherwise will be limited to five million pounds (£5,000,000).

- 10.8 The Supplier's Group Companies and the Assessors shall be entitled to enforce the provisions of this clause 10 as if they were a Party to the Contract.
- 10.9 This clause 10 shall survive termination of the Contract.

# 11. **TERMINATION**

- 11.1 The Supplier may at any time immediately terminate the Contract if for any reason it is not able to fulfil the Services. This may occur for example because the Supplier considers, acting reasonably, that the Property is not suitable for a Rebuild Cost Assessment.
- 11.2 In the event that the Supplier terminates the Contract in accordance with clause 11.1, a representative of the Supplier will contact the Client to confirm this and the Supplier will refund the Charges. A refund of the Charges will take 3 to 5 days to show in the Client's bank account and such refund will be made using the same method of payment used by the Client to pay the Charges.

# 12. THIRD PARTIES

- 12.1 In carrying out its obligations hereunder the Parties acknowledge that the Supplier is acting only for the Client and the following shall apply:-
  - 12.1.1 The Supplier shall not be required to take instructions in relation to a Rebuild Cost Assessment Report or the Services from anyone other than the Client. In some cases an Intermediary may assist the Client in placing an order via an electronic / email order form.
  - 12.1.2 By accepting these terms the Client has given permission to the Supplier to issue a copy of the report to an Intermediary. For the avoidance of doubt each Rebuild Cost Assessment Report is produced exclusively for the Client, the Insurance Company and the Intermediary only and the Supplier shall not be liable to any other third party (whether in contract, tort (including but not limited to negligence), breach of statutory duty, restitution or otherwise and howsoever arising) in respect of any inaccuracy, error, omission, unfitness for purpose, defect or inadequacy of any kind whatsoever in the Rebuild Cost Assessment Report.
- 12.2 Each Rebuild Cost Assessment Report shall contain a Disclaimer and the Client undertakes and agrees that it shall not remove or vary, or permit the removal or variation of, the Disclaimer without the Supplier's prior written consent.
- 12.3 If at any time the Client discloses or provides a copy of any Rebuild Cost Assessment Report or part thereof to any third party whomsoever:-
  - 12.3.1 the Client shall not alter or vary the content of such Rebuild Cost Assessment Report or the Disclaimer;
  - 12.3.2 the Client shall take all reasonable steps to ensure that no third party shall remove the Disclaimer from any Rebuild Cost Assessment Report; and
  - 12.3.3 the Client shall, save where the third party is the Insurance Company or the Intermediary, prior to or at the time of such disclosure notify the relevant third party in writing that the third party is not entitled to rely on the Rebuild Cost Assessment Report.

12.4 Save as otherwise provided in the Terms, the Parties intend that no term of a Contract may be enforced by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

# 13. CONTACTING US

If the Client has any queries in relation to the Services the Client may contact the Supplier by telephoning or emailing the Supplier's customer service team using the telephone number or email address shown on the Website.

## 14. **GENERAL**

- 14.1 These Terms, and the documents referred to in them, constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 14.2 Any notice required or permitted to be given by either Party to the other in accordance with these Terms shall be in writing addressed to the other Party at its registered office or principal place of business or at such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice and shall be delivered by hand or sent by special delivery post.
- 14.3 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of Suppliers or subcontractors.
- 14.4 No failure or delay by either Party in exercising any of its rights under these Terms shall be deemed to be a waiver of that right and no waiver by either Party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.5 If any part of the Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of any other Terms shall not be affected.
- 14.6 Nothing in these Terms is intended to or shall operate to create a partnership or joint venture of any kind between the Parties.
- 14.7 The Contract is personal to the Parties and may not be transferred or assigned in whole or in part save that the Supplier may assign to any third party provided that such assignee shall be bound by the terms hereof as if it were a Party.
- 14.8 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by the law of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts.

#### DISCLAIMER

#### **IMPORTANT NOTICE**

This report (**Report**) is confidential and has been prepared by Rebuild Cost Assessment Limited (company number 09746801) for the benefit of the entity specified on the front page of this Report and any insurance company and/or Intermediary the entity discloses the Report to (the **Recipients**) for the provision of a rebuild cost assessment of the building the subject matter of the Report (**Purpose**).

This Report may not be copied or disclosed to any person in whole or in part other than the Recipients or used for any purpose other than the Purpose. No one other than the Recipients may rely on this Report.

Save for the warranty that the Report has been prepared using reasonable skill and care, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the maximum aggregate liability of Rebuild Cost Assessment Limited and its employees, officers, agents and sub-contractors for any liability and losses of whatever kind and howsoever arising (including negligence), as a result of access to, use of, or reliance upon, any information contained in this Report is limited to £5,000,000 (five million pounds). Neither Rebuild Cost Assessment Limited nor its employees, officers, agents or sub-contractors shall be liable to any person for indirect, consequential or special losses. In no circumstances shall Rebuild Cost Assessment Limited or its employees, officers, agents or sub-contractors be liable to any person other than the Recipients or where the Report has not been used for the Purpose.

Nothing in this disclaimer shall limit or exclude the liability of Rebuild Cost Assessment Limited to the extent that such liability cannot be lawfully limited or excluded.

## INSTRUCTIONS AND BASIS OF ASSESSMENT

#### 1 INSTRUCTIONS AND BASIS OF ASSESSMENT

- 1.1 Our rebuild cost assessment (the **Assessment**) is an estimate of the rebuilding costs in the event of a <u>total loss</u> of the property based on the gross external area and typical rates per square meter for the building use and type/quality of construction and excluding the contents of the property.
- 1.2 The external square meterage of the property is obtained from Ordnance Survey and other available data with an appropriate rate applied to each floor.
- 1.3 The Assessment is not derived from a detailed measured estimate, measured cost plan or bill of quantities.

#### 2 THE ASSESSMENT

#### Costs <u>included</u> in the Assessment

- 2.1 In calculating the Assessment figure we have:
- 2.1.1 included an appropriate sum to cover the cost of debris removal and architects, consulting engineers and surveyors fees. Please note a higher level of fees could apply if the property was partially damaged. The sum we have included has been calculated on the basis of a total loss and assumes that no original architectural, engineering or surveying documentation is available to be re-used;
- 2.1.2 included an appropriate sum to cover the cost of complying with the Current Building Regulations
- 2.1.3 made an allowance to take into consideration the listing of the property and its location in any conservation area and/or world heritage site
- 2.1.4 made an allowance for all foundations appropriate to the building
- 2.1.5 made an allowance for other permanent structures adjacent to the property.

#### Costs <u>excluded</u> from the Assessment

- 2.2 In calculating the Assessment figure we have:
- 2.2.1 excluded piled foundations and ground improvement costs from the assessment unless noted in the comments section of the report;
- 2.2.2 made no allowance for road closures or diversion of major services;
- 2.2.3 made no allowance for any amount required for excavation, replacement or stabilisation of land under or around the property, including shoring up and support;
- 2.2.4 made no allowance for any costs of demolition of pre-stressed or post tensioned concrete structures, appropriate to the building;
- 2.2.5 made no allowance for any value in salvaged materials;
- 2.2.6 made no allowance for the removal of any hazardous materials (including asbestos) or any improvements needed to unstable or contaminated land found post demolition of the property or other permanent structures;
- 2.2.7 made no allowance for any fees arising from any issues referred to at paragraph 2.2.6 above. The necessity, extent and cost of such work cannot be reasonably determined without a detailed investigation beyond the scope of the rebuild cost assessment;

- 2.2.8 made no allowance for cost inflation over the elapse time from the date of an event that results in the need for a complete rebuild and the completion of that rebuild;
- 2.2.9 made no allowance for occupiers fitting-out works, fixtures fittings or furnishings. However, in assessing the extent of the building structure, services and fittings, we have made reasonable assumptions in respect of the inclusion of items which may have been installed by tenants but which, by nature of their degree of permanence or annexation to the structure have inured to the benefit of the owner;
- 2.2.10 made no provision in respect of process, plant and machinery, fitting out works and the like, in respect of which, further advice should be taken;
- 2.2.11 made no allowance for upgrading or improvements that may be incorporated in the redesign of the property.
- 2.3 We have also excluded:
- 2.3.1 from the external works in the Assessment allowances for all trees, shrubs and soft landscaping and grassed areas; and
- 2.3.2 from the Assessment claim negotiations fees for loss assessors.

## **Rebuild Period**

- 2.4 The time it takes to rebuild the property will be influenced by many factors such as the nature of the event that caused the destruction, the extent of damage, the drafting of plans and securing of permissions, the availability of labour and so on. For example, any reconstruction work may be delayed due to the need to consult interested parties e.g. a mortgage company. It can also take time to source suitable building materials and draw up revised plans which will meet current Building Regulations. These will extend the period of reconstruction and therefore, depending on the property, greater inflationary factors may need to be taken into account than one may find in stated industry standards.
- 2.5 From the information we have available without the benefit of having undertaken a site assessment, we have suggested a timeframe being necessary should a complete rebuild be required. This is noted under the Rebuild Cost Assessment Breakdown. A longer period may be necessary depending on individual circumstances.
- 2.6 The period given assumes that planning and rebuilding proceeds expeditiously to completion following the event.

# 3 **VAT**

- 3.1 The Assessment does not extend to advising you on whether all or any elements of your rebuild cost will carry VAT and thus need to be included when determining the building sum insured for insurance purposes.
- 3.2 Consequently the Assessment will always include a VAT breakdown for all elements of the rebuild cost and it is entirely at your discretion and risk as to whether you choose to include VAT on all or any element when arranging your insurance policy.

## 4 ASSUMPTIONS AND PRINCIPLES ADOPTED FOR THE ASSESSMENT

- 4.1 The Assessment is our opinion of the rebuild cost of the property for insurance purposes using current rebuilding costs and assumes tenders are sought in competition or realistically negotiated and is not related to the open market value of the site or the building.
- 4.2 Our Assessment is based on the assumption that the property is totally destroyed or damaged to such an extent that total reconstruction is required.
- 4.3 The Assessment assumes that rebuilding of the property in its present size, form and position will be permitted by the Local Authority in relation to:
- 4.3.1 current Building Regulations, but we recommend you clarify the position with them;
- 4.3.2 Local Authority Planning Policy. Such policy, which determines the extent to which sites may be developed, varies from time to time and we recommend you clarify the position with the Local Authority.

## 5 LISTED BUILDINGS – SPECIAL NOTES

- 5.1 Depending upon the category of listing and the viewpoint of the relevant Local Authority conservation officer, the ability to use modern construction methods and/or materials will vary considerably. Where the property or part thereof is listed the Assessment assumes the use of modern construction techniques and modern materials except where the use of historic (pre 1900 AD) methods of construction and materials and the salvaging and reuse of existing materials are essential to the preservation of the historic character of the property and/or were a specific condition in the decision to list the property or part thereof.
- 5.2 The Assessment allows for the cost of taking down the remaining structure and salvaging of materials for re-use or replication. It also allows for the excavation and, where practicable, conservation of the debris and recording of the remains together with the cost of any research necessary for reasonably accurate (but not meticulous) reinstatement