

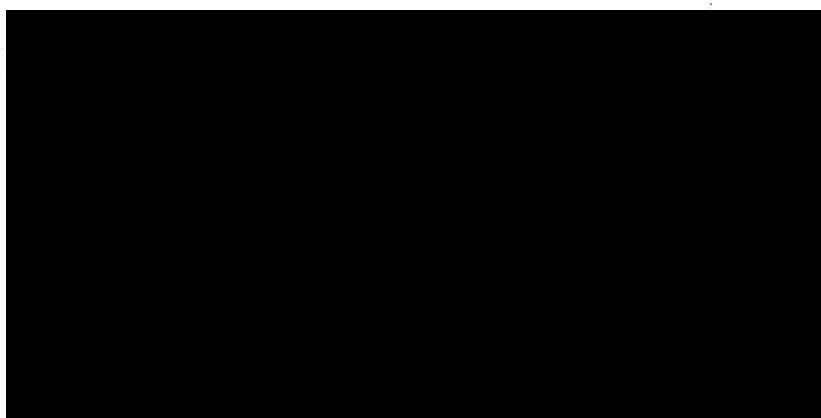
Heritage of Western Australia Act 1990
Section 29

HERITAGE AGREEMENT

between

HERITAGE COUNCIL OF WESTERN AUSTRALIA

and



in respect of

ROYAL GEORGE HOTEL

(HCWA Place No. 794)

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HERITAGE AGREEMENT

Royal George Hotel 34 Duke Street East Fremantle

THIS AGREEMENT is made between the following parties:

1. **HERITAGE COUNCIL OF WESTERN AUSTRALIA** a corporate body established pursuant to the *Heritage of Western Australia Act 1990*, of Level 2, 491 Wellington Street, Perth, Western Australia, 6000 (the "Council"); and

2. 

RECITALS:

- A. The Council's objects are to identify, conserve and, where appropriate, enhance those places which are of significance to the cultural heritage of Western Australia; facilitate development that is in harmony with the cultural heritage; and promote public awareness and knowledge of Western Australia's cultural heritage.
- B. The Owner is the Registered Proprietor of the Land.
- C. The Place has been identified as being of cultural significance, and was entered in the Register of Heritage Places on a permanent basis pursuant to the Act on 30 October 1998.
- D. Pursuant to the Government Heritage Property Disposal Process the Owner is required to enter into an agreement with the Council binding on the current and successive owners of the Place to ensure its ongoing conservation and maintenance.
- E. The Council and the Owner wish to enter this Agreement to provide for the conservation of the Place so as to retain its cultural heritage significance for present and future generations.

AGREEMENT:

The Parties agree with each other as follows:

PART 1 DEFINITIONS & CONSTRUCTION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Act" means the *Heritage of Western Australia Act (WA) 1990*;

"Agreement" means this Agreement as it may from time to time be varied as permitted by its terms;

"Completion Date" means, in the case of works described in Item 5 of the Schedule as being Priority Rating 1 – 4, the third anniversary of the Effective Date;

"Conservation Plan" means the Conservation Plan in respect of the Place described in Item 4 of the Schedule, as may from time to time be varied with the prior written approval of the Council;

"Conservation Works" means the works specified in Item 5 of the Schedule;

"Damage" means losses, costs, damages, liabilities, expenses, actions, suits or claims of any kind;

"Development" means the development or use of the Place, including:

- (a) any demolition, erection, construction, alteration of or addition to any building or structure on the Land;
- (b) the carrying out on the Land of any excavation or other works;
- (c) any act or thing that is likely to change the character of the Place or the external appearance of any building;
- (d) any act or thing that would constitute an irreversible alteration of the Significant Fabric; and
- (e) a material change in the Use of the Place;

"Effective Date" means the date on which this Agreement is certified by the Minister pursuant to Section 32(1) of the Act;

"Event of Default" is defined in clause 5.1;

"Land" means the land described in Item 3 of the Schedule;

"Maintenance" means the continuous protective care of the Significant Fabric as specified in Item 6 of the Schedule;

"Minister" means the Minister responsible for the administration of the Act;

"Owner" means:

- (a) subject to clause 2.2(d), [REDACTED] for so long as [REDACTED] is the registered proprietor of the Land; and
- (b) the Owner or Owners of the Land from time to time, as the expression "owner" is defined in the Act;

"Place" means the place described in Item 1 of the Schedule;

"Register" means the Register of Heritage Places as defined in the Act;

"Significant Fabric" means all the physical material of the Place specified in Item 2 of the Schedule; and

"Use" means the functions of the Place as well as the activities and practices that may occur at the Place.

1.2 Construction

In this Agreement, unless the contrary intention appears:

- (a) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (b) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (c) no rule of construction applies to the disadvantage of a party on the basis that the party was responsible for drafting this Agreement or any part of it;
- (d) a reference to this Agreement or any other document or instrument includes the Agreement, document or instrument (as the case may be) as varied or replaced, notwithstanding any change in the identity of the parties;
- (e) a reference to the Owner doing or refraining from doing anything includes a reference to the Owner causing a person to do, or causing a person to refrain from doing, that thing (as the case may be);
- (f) a reference to any thing is a reference to the whole and each part of it; and
- (g) words and phrases having defined meanings in the Act, unless otherwise defined in this Agreement, have the meanings so defined in the Act.

PART 2

COMMENCEMENT, DURATION AND SCOPE OF THIS AGREEMENT

2.1 Commencement and Duration of this Agreement

- (a) This Agreement is made pursuant to Section 29 of the Act and is conditional upon the Minister
 - (i) being satisfied that this Agreement is necessary for the purposes of, and complies with, the Act; and
 - (ii) certifying that fact upon each executed copy of this Agreement.
- (b) This Agreement commences on the Effective Date and shall be of permanent effect unless terminated with the written consent of the Council.

2.2 Scope of this Agreement

- (a) This Agreement:
 - (i) applies to the Land and the Place;
 - (ii) binds the Land and the Place; and
 - (iii) binds the Owner.
- (b) All of the obligations of the Owner under this Agreement dealing with development or use of the Land or any part of the Land or the conservation or care of any building, natural feature or other object on the Land are covenants made pursuant to section 29(10) of the Act and are intended to run with the Land.
- (c) The rights and obligations of the Owner under this Agreement are not assignable by the Owner without the prior written consent of the Council, which consent shall not be unreasonably withheld.
- (d) Subject to clause 2.2(e), on the person who is at the time the Owner ("**Outgoing Owner**") transferring the whole of that person's interest in the Place to another person, the Outgoing Owner is released from all personal liability under this Agreement. For the avoidance of doubt, this clause 2.2(d) operates only to release the Outgoing Owner personally and does not release, vary or otherwise affect the obligations of the Owner under, or in connection with, this Agreement.
- (e) The provisions of clause 2.2(d) shall not apply in respect of any liability or claim which arose prior to the date of registration of the transfer of the whole of the interest of the Outgoing Owner to another person.

PART 3 DEVELOPMENT AND CONSERVATION

3.1 Conservation Plan

The parties acknowledge that the Conservation Plan is the primary guiding document for the conservation and future use of the Place and should be read in conjunction with this Agreement as an essential reference document. For the avoidance of doubt, all express obligations on the Owner in this Agreement which are derived from the Conservation Plan are described in the Annexures.

3.2 Conservation Works

The Owner must undertake the conservation of the Place and is required to carry out the Conservation Works by the Completion Date. All such works must be referred to the Council for advice prior to the works actually being undertaken.

3.3 Development

Unless approved in advance in writing by the Council, the Owner shall not:

- (a) carry out any Development;
- (b) without prejudice to the generality of clause 3.3(a), do or permit to be done anything on or in relation to the Place which adversely affects the cultural heritage significance or characteristics of the Place;
- (c) sub-divide or make application to sub-divide the Land; or
- (d) remove or demolish or make application to remove or demolish any Significant Fabric.

3.4 Maintenance

The Owner shall ensure that:

- (a) the Significant Fabric, as restored and adapted with the approval of the Council, is kept in a proper, safe and sound standard of repair and condition in all respects, in accordance with the Conservation Policy; and
- (b) reasonable measures are taken to secure the Place against trespass, vandalism, vermin and pests during any period in which the place is to be unoccupied for at least 90 consecutive days.

3.5 Conservation Consultant

The Owner must appoint a consultant approved in advance in writing by the Council to supervise the Conservation Works and any Development of the Place or other action which requires the approval of the Council under clause 3.3.

3.6 Reporting

- (a) All reports required in this clause shall be prepared on behalf of the Owner by the consultant appointed pursuant to clause 3.5, or such other person with the necessary skills approved in writing in advance by the Council.
- (b) The Owner must ensure that a proper, detailed and comprehensive written report describing the completed Conservation Works is provided within 30 days after the Completion Date of each category of Conservation Works (i.e., "Urgent Works", "Short-term Works", "Medium-term Works" and "Long-term Works", respectively).
- (c) The Owner must ensure that a proper, detailed and comprehensive written report is provided to the Council within 60 days after receipt of a written request from the Council for a report describing

- (i) all Conservation Works, Maintenance, or Development activities which the Owner has undertaken pursuant to this agreement since the later of the Effective Date or the date of any previous report;
- (ii) the condition of the Significant Fabric at the time of the report; and
- (iii) any other matters regarding the conservation of the Place as specified in the written request;

provided that no more than one such report shall be required within any 12-month period.

- (d) In the event that the Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the Council shall notify the Owner in writing of the particular information required and the time in which the Owner is to provide that information, which shall not be less than 30 days from the date of receipt of the written notice from the Council.
- (e) The Owner's failure to provide any report or additional information required under this Clause 3.6 shall constitute an Event of Default.

3.7 Insurance

- (a) The Owner shall maintain an insurance policy with a reputable insurance company approved in advance in writing by the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the Council. In the event of damage or destruction the Owner shall, using monies recovered from its insurance policy and its own monies, fully and properly replace, reinstate or restore the destroyed or damaged Significant Fabric.
- (b) In the event of a dispute between the parties as to whether replacement, reinstatement or restoration of the Significant Fabric is practical and feasible, following an occurrence of damage to or destruction of the Place, prior to seeking any legal remedies the parties shall attempt to resolve the dispute through good faith negotiation and, if necessary, informal mediation facilitated by a neutral mediator acceptable to all parties to the dispute. The parties shall each bear their own costs associated with any such negotiation or informal mediation.

3.8 Compliance with Statutes

The provisions of this Agreement are in addition to the Act and any other written laws and nothing in this Agreement removes, limits or modifies the obligations on the Owner to comply with all relevant statutory and other requirements in connection with the Development of the Land and/or Conservation or Maintenance of the Place, and the Owner is responsible for ascertaining the need for and obtaining all approvals, consents, licences and permits required for Development of the Land and/or Conservation or Maintenance of the Place, including planning approvals and building permits, from all relevant bodies and authorities including the local authority.

PART 4 COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION

4.1 Council's rights of entry and powers of inspection

- (a) Subject to clause 4.1(b) the Council shall, through its nominated representative or nominated officer from time to time, have the power to

enter the Place at reasonable times, and on reasonable prior notice, for any purpose related to the provisions of this Agreement, including without limitation to inspect the Place with a view to ensuring compliance with the provisions of this Agreement.

- (b) Subject to clause 4.1(c), the Council shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the Council to exercise its rights of inspection as set out in clause 4.1(a), including without limitation, ensuring that reasonable access is provided to all parts of the Place and ensuring access to and use of any facility at the Place which is necessary to facilitate inspection.

PART 5 DEFAULT

5.1 Events of default

An Event of Default occurs if:

- (a) the Owner is in breach of, or does not comply with, any of its obligations under this Agreement and the breach or non-compliance continues for 30 business days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance, after receipt of written notice from the Council to effect compliance; or
- (b) the Owner repudiates or commits a fundamental breach of this Agreement.

5.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) through its agents, contractors or employees enter the Place and take such actions as are in the Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
- (b) any rights and remedies which may be available to the Council at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
- (c) the rights, powers and remedies available to the Council under the Act, and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

5.3 Land and Place at risk of Owner

- (a) The Land and the Place shall remain at the risk of the Owner in all respects, notwithstanding any provisions in this Agreement dealing with the Development, Conservation or Maintenance of the Land or the Place. Without limitation, all Development, Conservation or Maintenance of the Land or the Place shall be conducted entirely at the risk of the Owner and the Owner shall, subject to clause 5.3(b), indemnify and keep indemnified and save harmless the Council, the Minister, the State of Western Australia and any of their respective servants or agents (each an '**Indemnified Party**') against all Damage incurred or suffered by any of them arising from or in

connection with the Development, Conservation, Maintenance or occupation of the Land or the Place by the Owner or any person acting through, on behalf of, or under the direction of the Owner.

- (b) The indemnity provided by the Owner in clause 5.3(a) shall be reduced proportionately to the extent that it can be shown any Damage has been caused by a negligent or deliberately malicious act or omission by an Indemnified Party.

5.4 Interest on overdue money

If the Owner becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the *Supreme Court Act (WA) 1935*.

PART 6 NOTICES

6.1 Form of notices

Any notice, report or other communication which must be given, served or made under or in connection with this Agreement:

- (a) must be in writing in order to be valid;
- (b) is sufficient if executed by the Party giving, serving or making the notice, or if executed on such Party's behalf by any officer, director, attorney or solicitor having the authority to so act for such Party;
- (c) is sufficient, in the case of the Owner's obligations under clause 3.6, if executed by the relevant consultant appointed pursuant to clause 3.5;
- (d) shall be deemed to have been duly served, given or made in relation to a person if it is delivered or posted by prepaid post to the address, or sent by facsimile or sent by email to the address of that person identified in clause 6.2 or at such other address or number as is notified in writing by that person to the other Parties from time to time; and
- (e) shall be deemed to be served, given or made:
 - (i) if delivered by hand, on delivery;
 - (ii) if sent by prepaid post, on the second day after the date of posting;
 - (iii) if sent by facsimile, on receipt of a transmission report confirming successful transmission; and
 - (iv) if sent by email, on receipt of confirmation of successful delivery.

6.2 Address for notices

The details of each Party for the purposes of giving notice are as follows:

- (a) the **Council**: Heritage Council of Western Australia
PO Box 7479
Cloisters Square PO WA 6850
Phone: (08) 6552 4000 Fax: (08) 6552 4001
Email: info@stateheritage.wa.gov.au
ATTENTION: Manager, Development Referrals

(b) the Owner



PART 7 GENERAL

7.1 Variation to be in writing

No variation of this Agreement shall be effective unless in writing and executed by the Council and the Owner and certified by the Minister.

7.2 Governing Law

This Agreement is governed by the Laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

7.3 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

7.4 Extension of time by Council

The Council may, at its discretion and by written notice to the Owner, extend any time period for performance by the Owner of any of obligations of the Owner under this Agreement.

7.5 Costs

- (a) The Owner shall pay or reimburse the Council on demand for all costs and expenses incurred by the Council in relation to:
 - (i) the exercise or enforcement by the Council of any right, power or remedy under this Agreement, at law, in equity or otherwise; and
 - (ii) any act or omission by the Owner causing Damage to the Council, including (without limitation) the Council's legal costs and expenses.
- (b) Each party shall pay all its own legal costs and expenses in relation to the preparation, execution and stamping of this Agreement.

7.6 No Waiver

Any failure to enforce this Agreement or any forbearance, delay or indulgence granted by one party to the other party will not be construed as a waiver of any rights, privileges or immunities created under this Agreement.

THE SCHEDULE

Item 1: Place

Royal George Hotel (HCWA Place No. 794), located at 34 Duke Street, East Fremantle, Western Australia, 6158, and consists of:

- (a) the Land;
- (b) all buildings, structures and works on the Land from time to time; and
- (c) any thing in connection with the Land, entered or deemed to be entered in the Register.

Item 2: Significant Fabric

The Significant Fabric is specified in Section 3.4 of the Conservation Plan, "Graded Zones/Elements of Significance", at pages 11-15, including Figures 3-6.

Item 3: Land

Lot 303 on Diagram 91758 being the whole of the land contained in Certificate of Title Volume _____ Folio _____.

Item 4: Conservation Plan

Royal George Hotel, East Fremantle: Conservation Management Strategy prepared by TPG Town Planning, Urban Design and Heritage (29 July 2016).

Item 5: Conservation Works

The schedule of works described in Annexure A.

Item 6: Maintenance

The schedule of maintenance activities described in Annexure B.

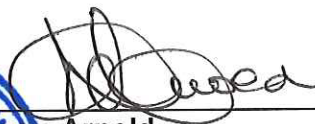
EXECUTED AS A DEED

THE COMMON SEAL of the HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed by authority of its Board in the presence of:



Graeme Gammie
EXECUTIVE DIRECTOR





Anne Arnold
CHAIRPERSON

25 May 2017

Date signed

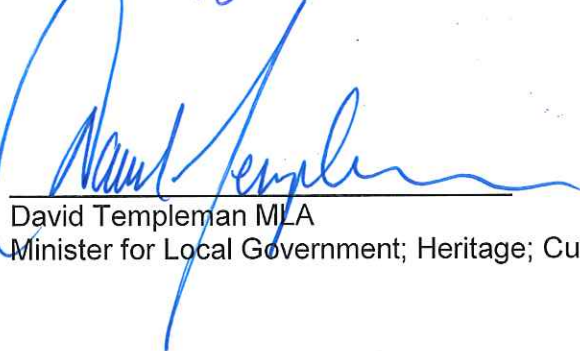
20th May 2017

Date signed

**CERTIFICATE UNDER SECTION 32
OF THE HERITAGE OF WESTERN AUSTRALIA ACT (WA) 1990**

I, the Hon. David Templeman MLA, Minister for Local Government; Heritage; Culture and the Arts, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 15th day of June 2017.



David Templeman MLA
Minister for Local Government; Heritage; Culture and the Arts

Annexure A

Conservation Works

The Conservation Works ("Remediation Works") are described in Appendix A to the Conservation Plan, "Building Condition Assessment with Conservation Works", attached hereto and incorporated by this reference.

Notwithstanding any statements to the contrary appearing in the attachment, Remediation Works are to be completed in the following time frames:

- Remediation Works identified as Priority Rating 1 - 4 are to be completed within 3 years of the Effective Date.
- Remediation Works identified as Priority Rating N/A may be completed at the owner's discretion.

Annexure B

Maintenance

The Programme below will form part of the maintenance regime for this place. The programme will be the responsibility of the Owner or the Owner's nominee. Should the property be sold the new proprietor shall nominate the person responsible for carrying out this maintenance schedule. The Heritage Council of Western Australia should be notified of any change of the person responsible.

This schedule is concerned with the significant heritage fabric and the presentation of the place. It does not aim to cover all the statutory requirements concerning plant and machinery. The required inspection of these items should form part of a broader more comprehensive schedule prepared by the proprietor or building manager.

This schedule should be regarded as provisional and should be adapted by mutual agreement to suit circumstance and experience. This schedule should be regarded as a minimum standard. The schedule should be adhered to in any period where the place is wholly or partially unoccupied.

Should the place be subject to damage by fire, infestation, seismic or building activity or alteration of the foundation, an inspection of the building frame by a qualified structural engineer will be required and any recommendations implemented.

Periodic Maintenance Schedule

As needed:

- Keep grass and other vegetation on the perimeter of structures trimmed short.
- Maintain ground levels around buildings to ensure that the masonry wall of the foundation is visible by 300mm in the clear.
- Promptly remove graffiti.

Annually:

- Sweep chimneys and clean fireplaces (if in use).
- Inspect buildings for termites and other potentially damaging pests; treat as necessary.
- Inspect exterior painted timber for deterioration; repaint as necessary.
- Clean gutters and downpipes for free flow, prior to winter.
- Inspect for rising damp or water penetration and repair immediately as necessary.

Five Yearly:

- Inspect metal roofing, fixings, wall flashings, box gutters and downpipes for corrosion and repair as necessary
- Inspect and repair external glazing as necessary.

Introduction

The works have been identified to conserve those building elements established as being significant to the heritage value of *Royal George Hotel*. The works outlined in this schedule cover conservation of significant elements only; that is features which are original or make a positive impact on the recognised significance of the place as identified by the Heritage Council of Western Australia.

We have suggested that the works are used to conserve and restore the original fabric and highlight the features that make the building identifiable. We recommend that in the event of adaptive reuse the works respect the heritage fabric as listed in this report.

The information presented here is based on site visits by TPG in July 2016.

Methodology

The document has been set out in general accordance with the format suggested by the State Heritage Office of Western Australia in preparing Building Condition Assessments.

As such the condition is listed in line with the following rating:

A	Excellent	No defect As new condition and appearance
B	Good	Minor Deterioration Superficial wear and tear Major Maintenance not required
C	Fair	Damaged Worn finishes require maintenance Services are functional but need attention
D	Poor	Failed but retrievable Badly deteriorated Potential structural problems
E	Very Poor	Failed and Not retrievable Not operational Unfit for occupancy or human use

The schedule also includes a priority listing to help target works where they are most needed. They are prioritised as follows:

1	Immediate attention	Work regarded as essential to prevent imminent and irretrievable loss of significant heritage fabric. To be carried out within 6 - 12 months.
2	Urgent	Works that need to be carried out within 12-24 months to prevent serious deterioration.
3	Medium term	Works likely to require rectification within 3 years.
4	Long term	Works that can be safely and economically deferred beyond 3 years.

Limitations

The survey was carried out by visual inspection of external and internal areas at ground, first and second floor levels. There was restricted access to both basement levels. There may be defects that were not visible. No opening-up works were undertaken, therefore we can only comment on the elements visible during our inspection.

This schedule does not include a structural engineering input, but where cracking or other evidence of possible structural defects are evident, they have been noted. These recommended works cover conservation of significant elements only, that is features which are original or make a positive impact on the recognised significance of the site as identified by the Heritage Council of Western Australia. Intrusive accretions and inappropriate repairs have been recommended for removal so that an allowance for their dismantling can be provided.

External – General

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Roof Cladding	D	Corrugated red pre coated steel of low authenticity. Some areas demonstrating lifting and flashings around chimneys and penetrations are defective.	Replace entire roof cladding with GCI short sheets to match original documentary evidence. This should include all flashings for penetrating chimneys and parapet walls.	100%	1
Roof Structure	B/C	Restricted access. 2007 CMP reports two broken collar ties its unclear whether these have been repaired subsequently	Structural engineer to inspect, report and design remediation as required.	100%	1
Chimneys	C	Brickwork and render moulding is spalling and flashings are damaged. Galvanised vent on eastern pitch is unsightly patch repair. This replaced chimney which was removed according to 2007 CMP and should be considered for replacement.	Replace spalled bricks and repair cement moulding. Repaint rendered elements with suitable exterior masonry paint. Remove galvanised vent as part of roofing works. Explore feasibility of rebuilding missing chimney in accordance with documentary evidence.	100% 1no.	1
Rainwater goods	D/E	Some UPVC downpipes and corroded section of steel guttering.	Replace UPVC downpipes with steel round and replace all gutters with galvanised ogee profile steel. All rainwater good are to be repainted with a reputable external steel paint.	100% 100%	1
Masonry / Brickwork	C	Localised defective or deficient pointing and red paint covering all brick surfaces.	Remove paint from brickwork with steam cleaning or poultice (suitable methodology to be determined following testing). Repair pointing with mortar and technique to match original.	100% 80%	2
Masonry / Stonework	C	Defective cement pointing and lost pointing associated with rising and falling dampness	Rake out defective or cement pointing and re-point with lime mortar to match original in composition. To be determined by mortar composition analysis.	60%	2
Masonry/ Render	C	Render banding around the building is showing some localised areas of cracking and spalling. Paint finish is blistering in all areas.	Scape back paint finish and repair cracking of render where it exists. Repaint all render banding and detailing in suitable external masonry paint.	100%	2
Windows	C/D	Limited inspection. Requires further investigations of windows, sashes, movement & frames	Remove boarding covering windows. Repair all timber frames and sills in poor condition. Where rot is widespread section of timber should be replaced. Overhaul windows to make operable and repaint all timber. Re putty window mastic where necessary.	100%	2
Wall Vents	C	Wall vents have been over painted with same red paint as brick. Some vents are missing.	Remove each vent and remove paint and treat with metal primer. Re-insert into finished masonry. Replace missing vents to match original style.	10 No. 2 No.	2

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Doors	C/D	Inspect all doors and openings. Some steel lintels are corroding. Remaining timber doors have flaking paint and showing wear and tare.	Restore or reconstruct all rusting and bursting lintels in masonry (to be undertaken to Structural engineers specification). Replace missing timber doors. Those remaining should be lightly scraped and sanded to remove loose paint and repainted in suitable external timber paint. Overhaul timber doors to ensure they are in a working condition. Make good hinges, locks and handles.	100% 100% 100%	2
Cleaning	N/A	Biological growth is occurring where rainwater goods have failed. Some unsightly pollutant build up and flaking masonry finishes. Spray painted graffiti on external brickwork and limestone	Remove bio growth from face masonry. Gently clean down facades removing mould, pollutants and loose or flaky finishes. Remove spray paint with suitable methodology to be determined on site following testing.	100% 100% 100%	1
Street Verandah	C/D	The timber structure is sound but the boards are rotten and require replacement. Documentary evidence identifies the original verandahs having masonry piers.	Explore the feasibility of constructing masonry piers. Replace floorboards and treat with tung oil or other suitable preservative. Strip paint lightly sand, prime and repaint with suitable external timber paint.	100% 100% 100%	2
Structure	C	Some evidence of cracking in the walls that was raised in 2007 structural engineers report. Cupola and tower structure showing possible signs of spreading.	Structural engineer to inspect and report on cracking to masonry and design remediation as required.	Item	1

Other Considerations

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
BCA Compliance	-	For adaptive re-use access and egress is a key requirement that needs to be explored. This should minimise impact on heritage fabric.	Prepare a movement, access and egress strategy for the site and hotel addressing fire safety, disabled and universal access.	N/A	N/A
Stormwater	-	Stormwater and general site drainage requires holistic consideration as part of future development. Notably in the courtyard where run-off is directly onto floor slab.	Hydraulic engineer to work with architect on a holistic hydraulic strategy dealing with connection of rainwater goods and ground levels to soakaways and connection to ground water drainage. Water should not run-off or pool onto historic fabric.	N/A	N/A
Landscape	-	The northern portion of the site contains some shrubs and trees	Clearing of this portion of the site should be undertaken in order to e	N/A	N/A

North Elevation

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Masonry	D	Some limestone blocks have become severely weathered and have lost functional integrity	Replace those masonry units with matching limestone of geological composition (i.e. locally sourced) size and face finish.	Allow 10. 100%	2
Timber weatherboarding	E	Generally in poor condition with water damage and deterioration in parts.	Allow for reconstruction as part of kitchen verandah overhaul.	100%	2
Windows	D	Windows are boarded up.	Inspect all windows and repair as per general exterior table.	100%	1
Rendered window sills	D	Cracked and missing render finish to window sills	Repair damaged render sills	3 No.	2
Arched openings	C	Arched openings are boarded up and there is expanding steel lintels	Remove paint from brick arches and repairs cracks where they exist. Replace corroded lintels	3 No.	2
Cantilevered structure (ladies toilets)	D	Recent intrusive extension in poor condition and structurally unsafe.	To be demolished and original fabric to be made good.	100%	2
Waste water pipe	-	Waste water pipe cutting horizontally across the elevation pipe is intrusive and should be removed	Remove waste water pipe	1 No.	2
Waste water pipe	-	Waste water pipe - intrusive and should be removed.	Remove all waste water pipes.	1 No.	2



Fig 1. Detail of cracking to brickwork band to north elevation (TPG)



Fig 2. Cantilevered extension to north elevation (TPG)

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	



Fig 3. View of North Elevation (TPG)

Re-point eroded / missing mortar joints to masonry with new mortar to match existing colour and performance. Replace stone masonry units where eroded (approx 10no.)



Fig 4. North Elevation (National Trust)

East Elevation

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Masonry	C	See General Exterior table		100%	2
Downpipes	C	Rainwater pipes are intrusive	Remove downpipe and rationalise in accordance with storm water strategy	100%	1
Timber windows	D	See General Exterior table		9 No.	1
Timber weatherboard	E	Weatherboards associated with kitchen verandahs are showing flaking paint and possible loss of fixing	Reconstruct kitchen verandah structure.	100%	2
Arched openings	C	Arched openings are boarded up and there is expanding steel lintels	Remove paint from brick arches and repairs cracks where they exist. Replace corroded lintels	2 No.	2
Doors	C	See General Exterior table		100%	2



Fig 5. Detail view of chimneys - east elevation (TPG)



Fig 7. View of corrugated roof sheets - east elevation (TPG)



Fig 6. Detail view of chimney pediment - east elevation (TPG)

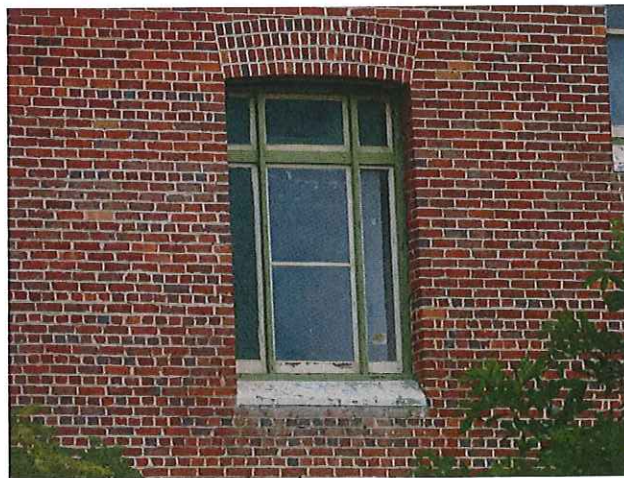


Fig 8. View of window to stair landing - north elevation (TPG)

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	



Fig 9. View of East Elevation (TPG)

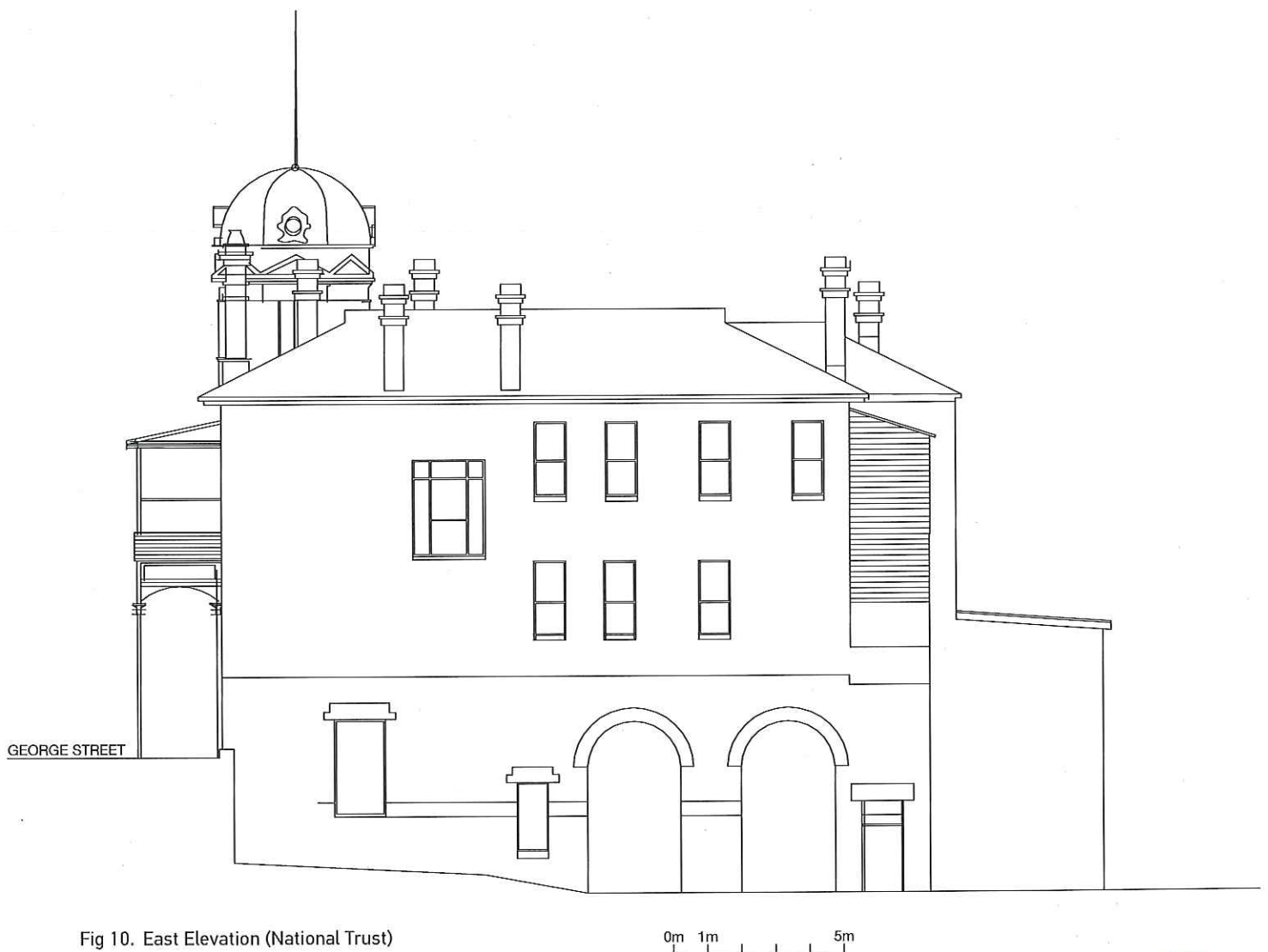


Fig 10. East Elevation (National Trust)

South Elevation

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Masonry	C	See General Exterior table		100%	2
George Street Entry and Cellar Door	C	Concrete steps showing flaking paint. Timber door also in need of paint and overhaul of hardware	Repaint steps	100%	1
Timber Windows	C	See General Exterior table			2
Downpipe	D	Severely eroded downpipe at western end of elevation	Replace in accordance with General Exterior table	1 No.	1
Wall vents	D	There is one missing wall vent	Replace missing or defective wall vents	2 No.	2
Wall vents	D	There is one missing wall vent	Replace missing or defective wall vents	2 No.	2



Fig 11. Corner view of cupola (TPG)



Fig 14. Detail view of first floor verandah - south elevation (TPG)



Fig 12. Detail view of u/s of verandah structure (TPG)



Fig 13. View from along George Street - south elevation (TPG)

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	



Fig 15. View of South Elevation (TPG)

Reconstruct column bases to verandah. Strip and repaint all painted finishes, repair & oil all floorboards.

Clean all masonry to of bio-growth, paint and graffiti.

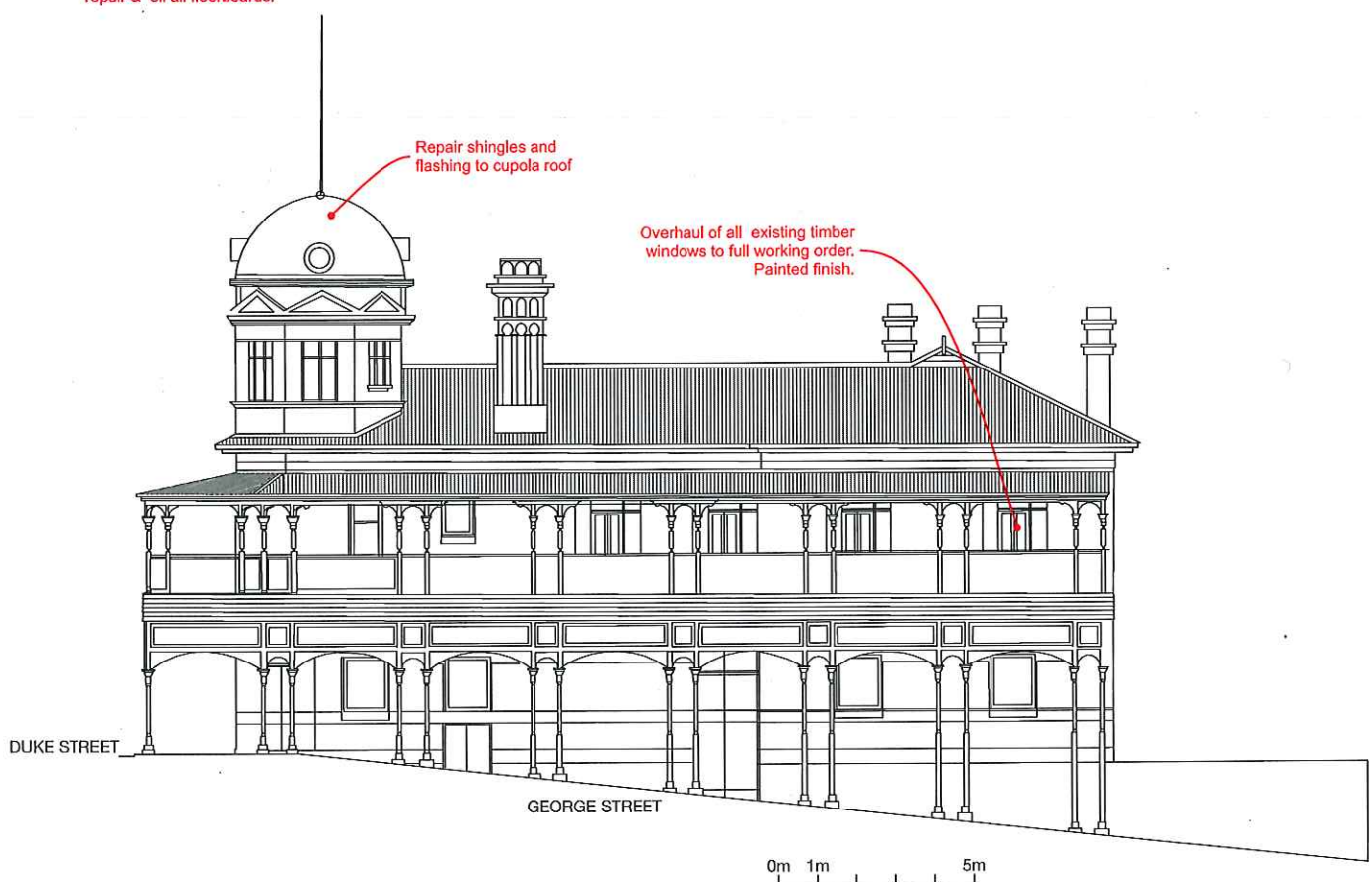


Fig 16. South Elevation (National Trust)

West Elevation

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Masonry	C/D	See General Exterior table		100%	2
Verandah	C/D	See General Exterior table	Explore the feasibility of constructing masonry piers.	100%	2
Duke Street Entrance	C	Stairs leading double leaf timber doors are missing paint and the plaster recesses are	Restore entrance including remove flaking paint and make good damaged plaster and repaint. Paint concrete stairs. Paint timber soffit.	100%	2
Wrought iron gates	C	Gates showing wear and tare to paint some rust beginning to appear in spots.	Remove plywood boarding. Remove paint, brush back rust spots, prime and repaint in suitable external metal paint	100%	2
Timber windows and doors	D	See General Exterior table		4 No.	2
Timber windows and doors	D	See General Exterior table		4 No.	2



Fig 17. Detail of window surrounds - west elevation (TPG)



Fig 20. View of wrought iron entry gate - west elevation (TPG)

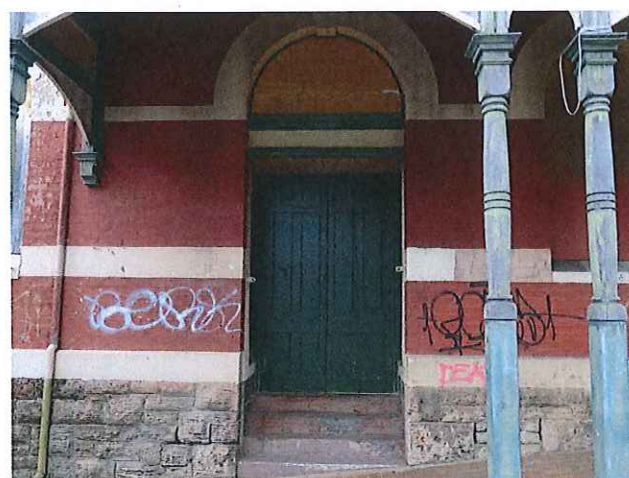


Fig 18. Main entry door off Duke Street - west elevation (TPG)



Fig 19. View of window to stair landing - north elevation (TPG)

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	

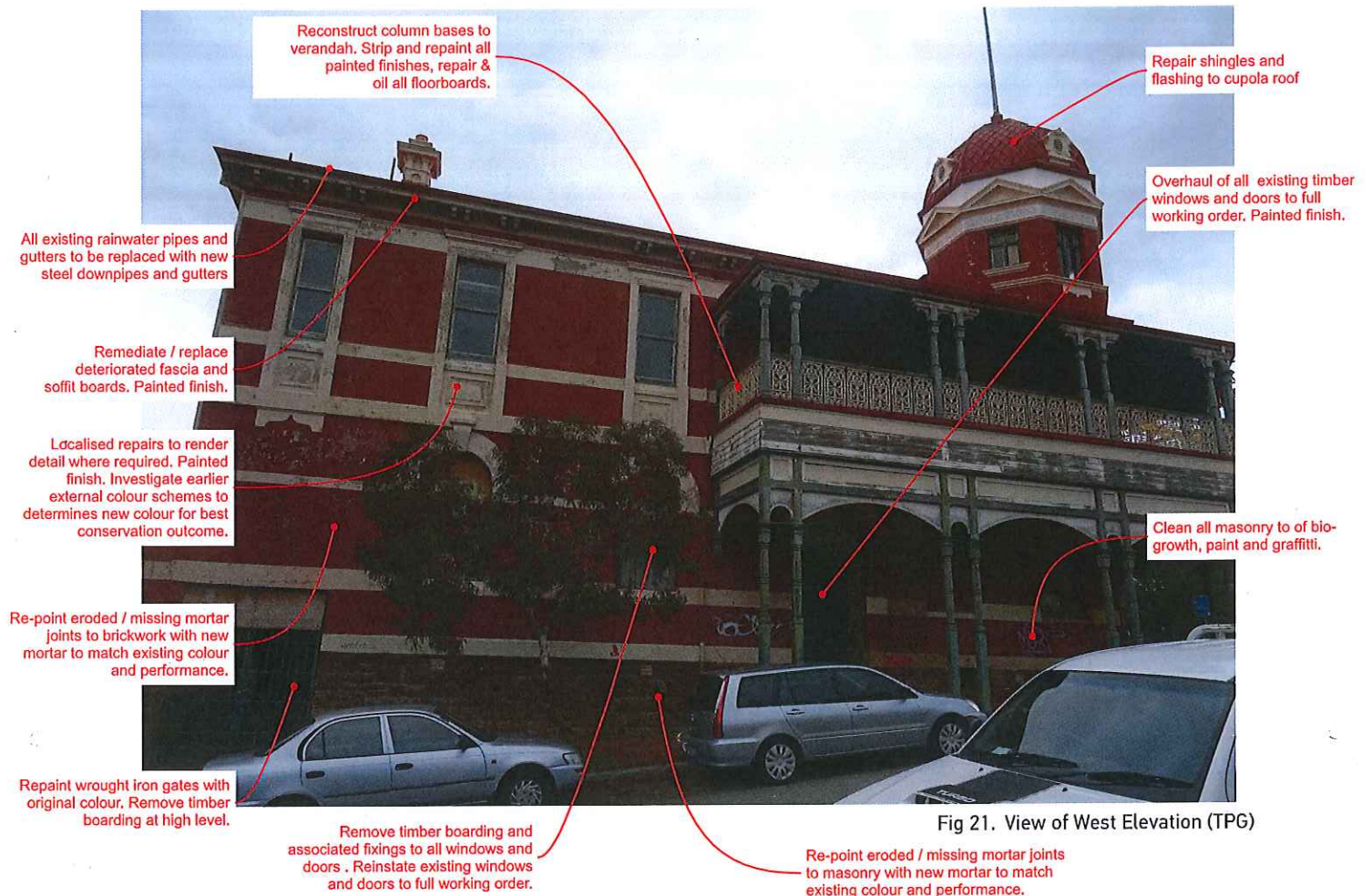


Fig 21. View of West Elevation (TPG)

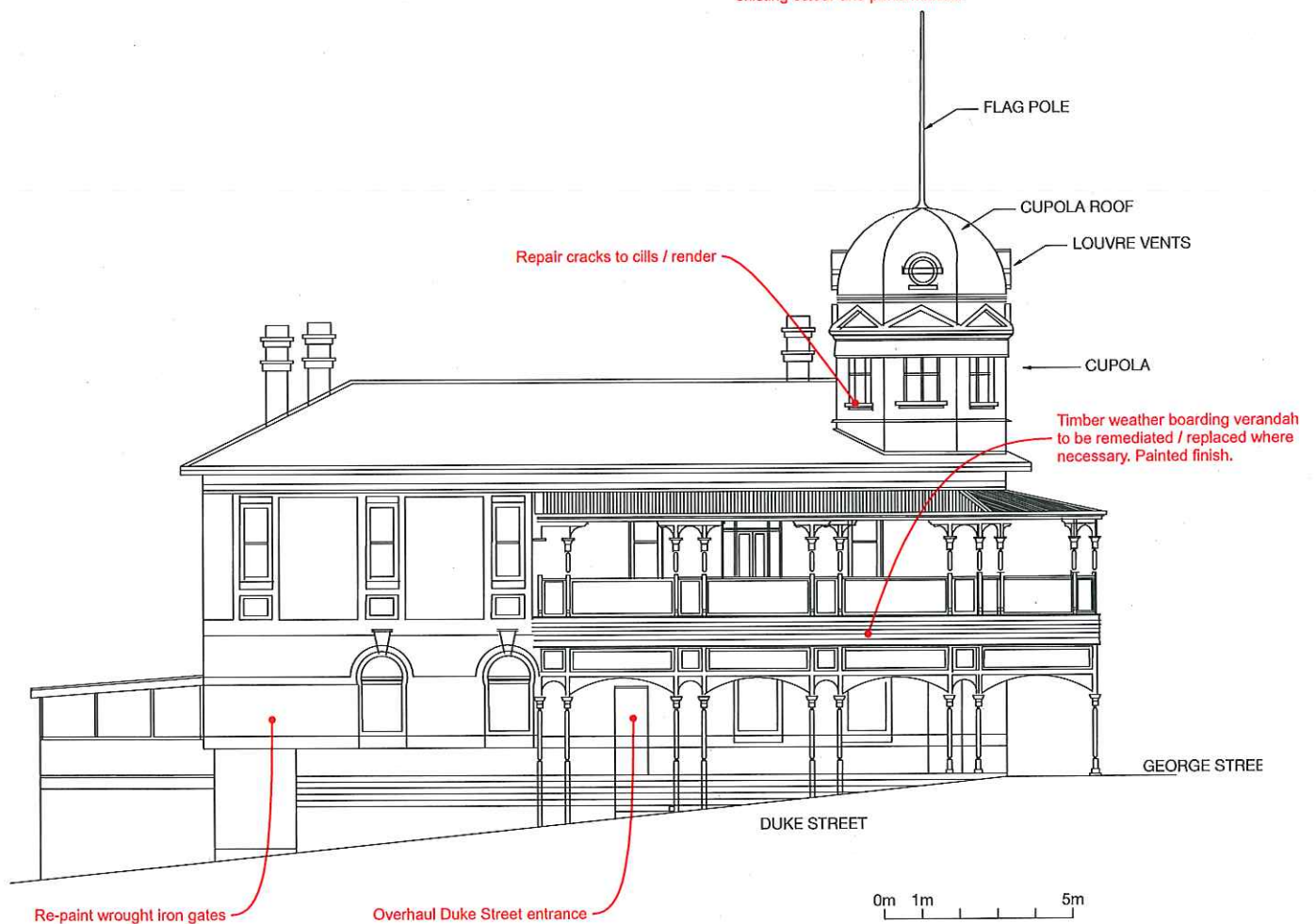


Fig 22. West Elevation (National Trust)

Courtyard Elevation (North)

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Brickwork	C	Some redundant service conduits. Brickwork painted up to sill height. Mortar eroded / missing in parts. Cement rich mortar in parts. Generally in fair condition.	Remove redundant service conduits. Remove paint. Re-point eroded / missing mortar with new to match existing colour and performance. Rake out all cement rich mortar and re-point to match existing.	100%	2
Timber windows and doors	D	See General Exterior table		10 No.	2
Central Verandah	C	Timber verandah is unsafe and requires thorough inspection	Reconstruct verandah using as much original material as possible. Structural engineers specification for reconstruction is required. Verandah roof cladding to be replaced with CGI bull-nose to match original. All guttering and downpipes to be replaced and painting	100%	2



Fig 23. View of courtyard elevation (TPG)

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	

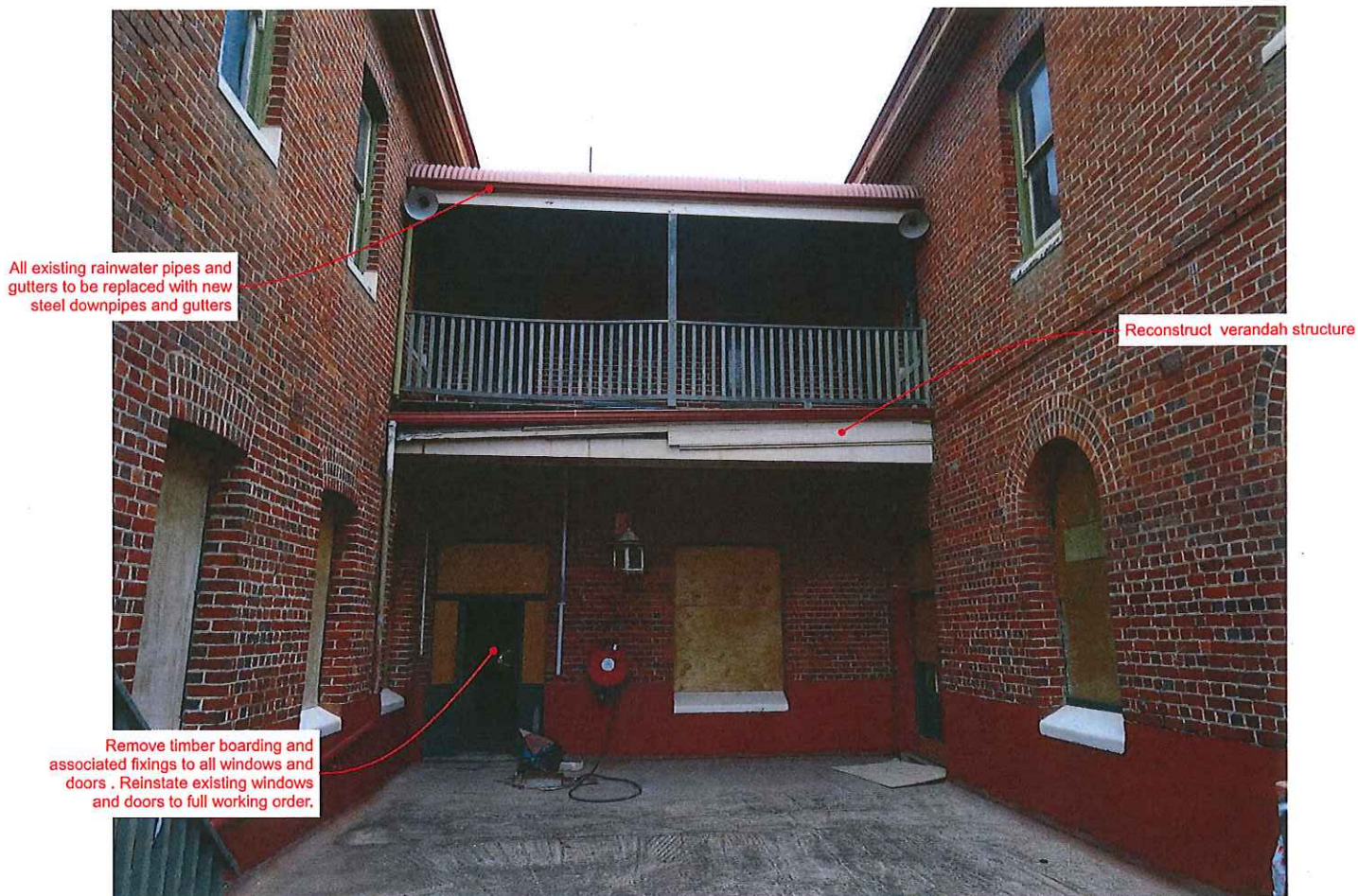


Fig 24. View of Courtyard Elevation (north (TPG))

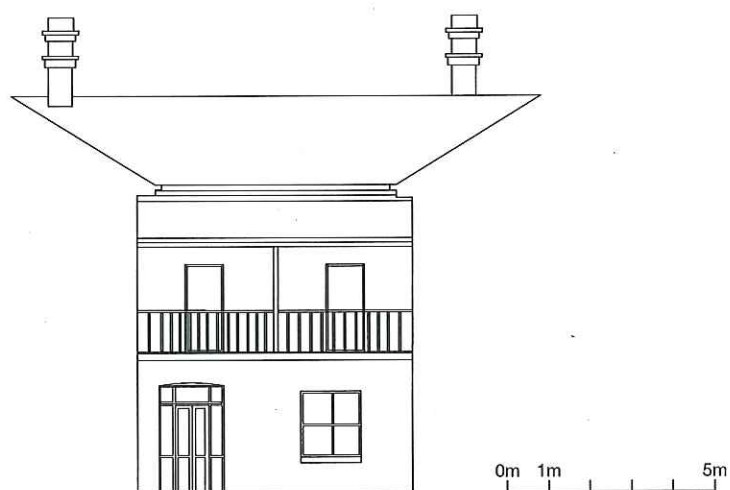


Fig 25. Courtyard Elevation - north (National Trust)

Courtyard Elevation (East)

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Courtyard Elevation (East)					
Brickwork	C	Some redundant service conduits. Brickwork painted up to sill height. Mortar eroded / missing in parts. Cement rich mortar in parts. Generally in fair condition.	Remove redundant service conduits. Remove paint. Re-point eroded / missing mortar with new to match existing colour and performance. Rake out all cement rich mortar and re-point to match existing.	100%	2
Downpipes	E	Downpipe on northern end of elevation stops half way causing saturation of brickwork and bio growth	Remove downpipe as part of overhauling rainwater goods and stormwater strategy.	1 No.	1
Timber windows and doors	D	See General Exterior table	-	7 No.	2
Timber stairs	D	Timber stair are unsafe and beyond repair	Demolish and reconstruct timber stairs to match existing using documentary and physical evidence to match	1 No.	2
Timber weatherboard	C/D	Weatherboards associated with kitchen verandah are displaced and unfixed.	Allow for reconstruction as part of Kitchen verandah overhaul	100%	2
Lattice partitions	D	Lattice partitions are showing signs of weathering and have become displaced	Reconstruct lattice partitions where required and repaint	100%	3

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	



Fig 26. View of Courtyard Elevation - east (TPG)

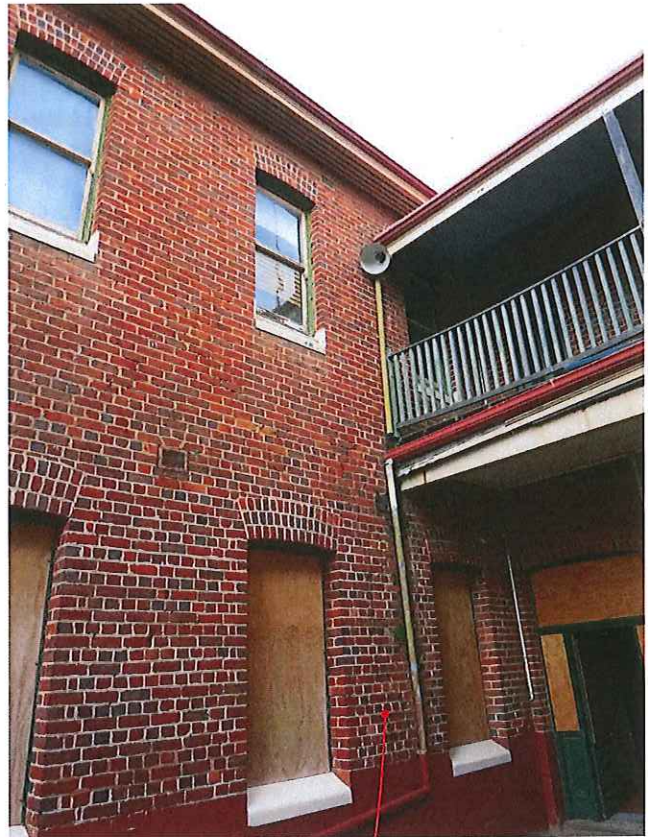


Fig 27. View of Courtyard Elevation - east (TPG)

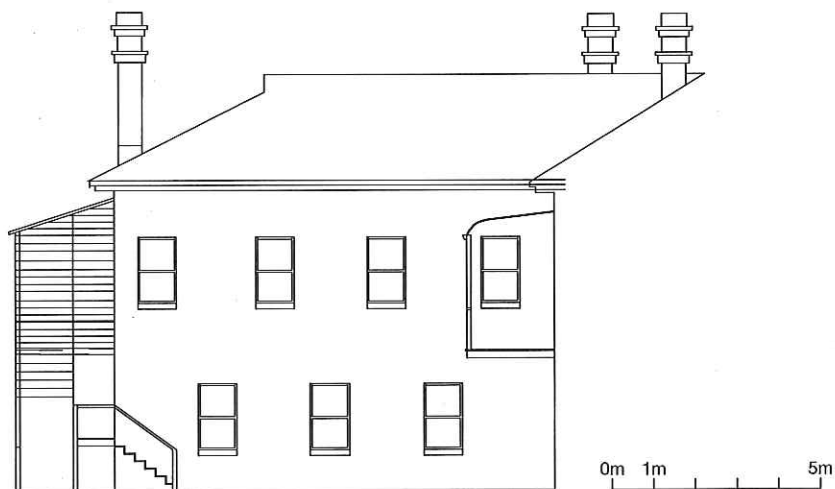


Fig 28. Courtyard Elevation - east (National Trust)

Courtyard Elevation (West)

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Masonry Brickwork	C/D	Some redundant service conduits. Brickwork painted up to sill height. Mortar eroded / missing in parts. Cement rich mortar in parts. Generally in fair condition.	Re-point eroded / missing mortar with new to match existing colour and performance. Rake out all cement rich mortar and re-point to match existing.	80%	2
Arch over door to Gallery	C	Lower course of brick arch has become displaced	Repair brick arch over door	1 No.	2
Timber weatherboarding	C	Generally in fair condition with water damage and deterioration in parts.	To be repaired or replaced where necessary with new sections to match existing profile. All to be re-painted.	100%	1
Timber windows and doors	D	See General Exterior table		6 No.	2
Timber stairs	D	Timber stair are unsafe and beyond repair	Demolish and reconstruct timber stairs to match existing using documentary and physical evidence to match	1 No.	2
Lattice partitions	D	Lattice partitions are showing signs of weathering and have become displaced	Reconstruct lattice partitions where required and repaint	100%	3

South West Corner and Cupola

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Masonry	C/D	See General Exterior table		100%	2
Verandah	C/D	See General Exterior table		100%	2
Main Corner Entrance	C	Stair leading double leaf timber doors are missing paint. Fan light is covered with boarding	Remove board covering fanlight. Restore entrance including remove flaking paint and repaint. Paint concrete stairs.	100%	2
Tower/ Cupola	C	The fish scale shingles are showing some slippage and lifting that causes water ingress. Gutters are also not functional. Flashings around the tower may also be defective The masonry pediments are displaying some cracks Paint onto brickwork is blistering	Repair fish scale shingles. Use as much of original fabric as possible only replace shingles where they functionally cannot be repaired. Replace stepped flashing where tower penetrates roof sheeting Repair or replace steel ties, lintels and ring beams in accordance with structural engineer specifications. Repair cracks to render and mouldings where required. Remove paint from all face brick	100%	1



Fig 29. View of south west corner of Cupola (TPG)

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	

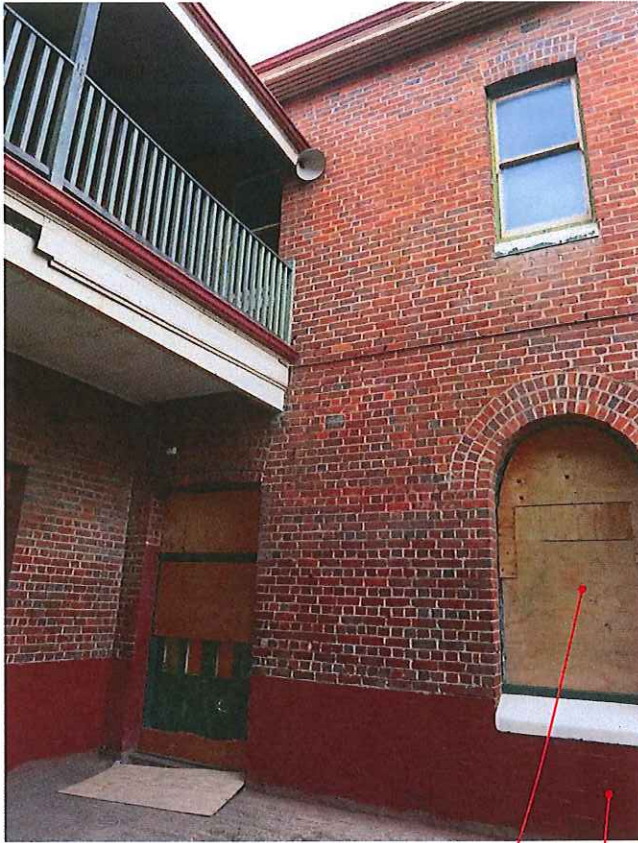


Fig 30. View of Courtyard Elevation - west (TPG)

Remove timber boarding and associated fixings to all windows and doors. Reinstall existing windows and doors to full working order.

Remove paintwork / graffiti to all face masonry

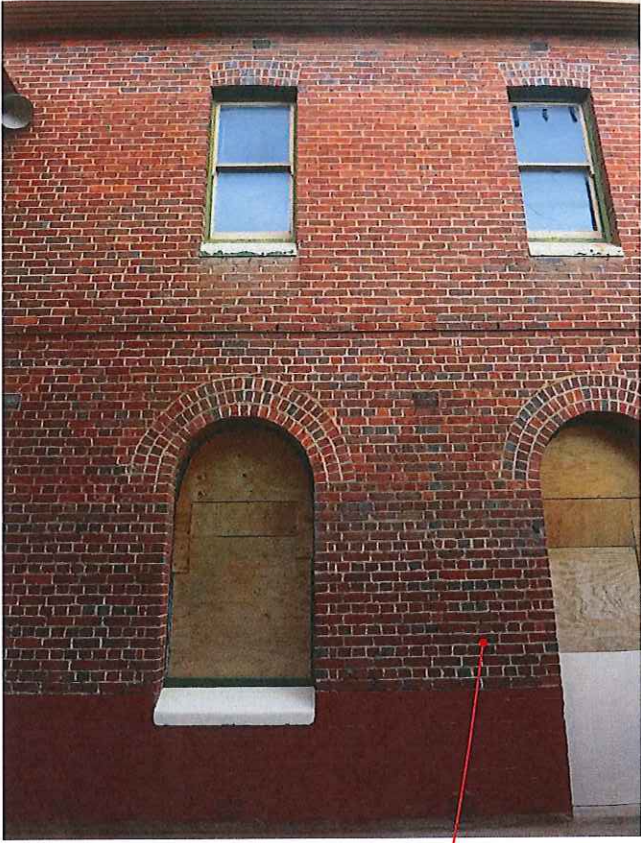


Fig 31. View of Courtyard Elevation - east (TPG)

Re-point eroded / missing mortar joints to masonry with new mortar to match existing colour and performance.

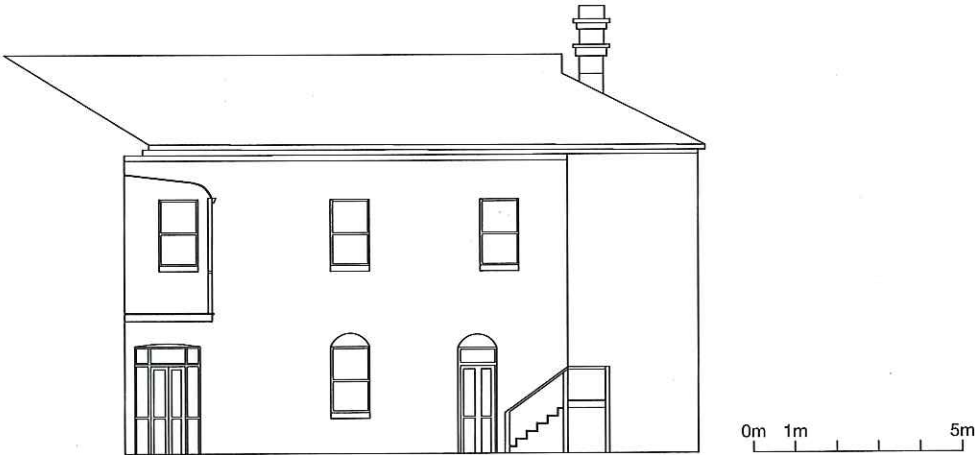


Fig 32. Courtyard Elevation - west (National Trust)

Internal - General

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Walls - Lower & Upper Basement Level	D	Restricted access.	Repair water damaged brick and limestone walls where required. Replace damaged masonry units where required. Re-point eroded / missing mortar with new to match existing colour and performance.	All	1
Walls - Ground & First Floor Level	B/C	Masonry with plaster finish. Generally good condition with drummy plaster, cracking and holes to some areas.	Investigate cracking to walls and repair. Remove drummy plaster, redundant fixtures & fittings. Fill holes and make good. Clean and re-paint.	50%	2
Internal Doors & Fanlights	C	4 panel door leafs in fair condition with hardware missing in places. Some doors are missing.	Overhaul to full working order. Provide new door hardware where required. Replace missing doors to match existing.	100%	2
Floors	B	Timber boarded floors with carpet finish to some areas. General blemishes from wear and tear.	Remove carpet finish and grips. Clean and re-seal timber floor boards.	All	3
Joinery items - skirtings, plinth blocks, architraves, door frames, picture rails and dado rails.	B	General blemishes from wear and tear.	Repair / replace where required with material and profile to match existing. Replace metal trims to skirtings with new timber quadrant beading. All to be re-painted.	All	3
Fireplaces	B/C	Generally intact and in fair condition.	Restore surrounds, mantles and finishes. Sweep chimneys to remove debris.	All	3
Ceilings	B	Pressed metal in good condition.	Repair penetrations. Clean and re-paint.	All	2
Cornice	B	Plaster in good condition.	Clean and re-paint.	All	2
Electrical	N/A	N/A	Lighting and power to comply with requirements and current functional needs. Refer to Wood & Grieve's Electrical and Structural Assessment (2007). Any new services to be discretely located to not impact on aesthetic of interior spaces.	All	2
Timber boarding to existing windows	N/A	Temporary timber boarding installed to protect existing windows	Remove timber boarding and make good timber windows. Overhaul of windows as part of external works.	All	3
Finishes	N/A	N/A	Prepare an overall interior colour scheme based on paint scrapes and documentary evidence.	All	3
Termite protection	N/A	N/A	Inspect for termite infestation and remove and repair affected areas if found.	All	2

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	



Fig 33. Hall (TPG)



Fig 35. View of entry door off George Street (TPG)



Fig 34. Room R2 - Typical internal detailing (TPG)



Fig 36. Room R2 - Typical internal detailing (TPG)

Lower and Upper Basement Level

Access for full inspection was limited. Reference should be made to Wood & Grieve's Electrical and Structural Assessment (2007)

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Walls	B	Restricted access.	Repair water damaged bricks and limestone walls. Replace masonry units where required and re-point.	40%	2
Concrete Floors	B	Restricted access.	Replace cracked / broken concrete floors	TBC	3
Access	D	N/A	Provide ladder and trapdoor security to cellar and also to void. Provide stair access to room B4.	Item	3
Room B5 - Ceiling	C	Restricted access.	Reconstruct in-situ suspended concrete slab formed on corrugated iron vault (Tragerwellblech construction).	Item	3
Electrical	N/A	N/A	Remove all redundant cabling and fittings and provide adequate power and lighting to all usable spaces.	Item	3



Fig 37. Room B2 (TPG)



Fig 38. Room B2 (TPG)

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	

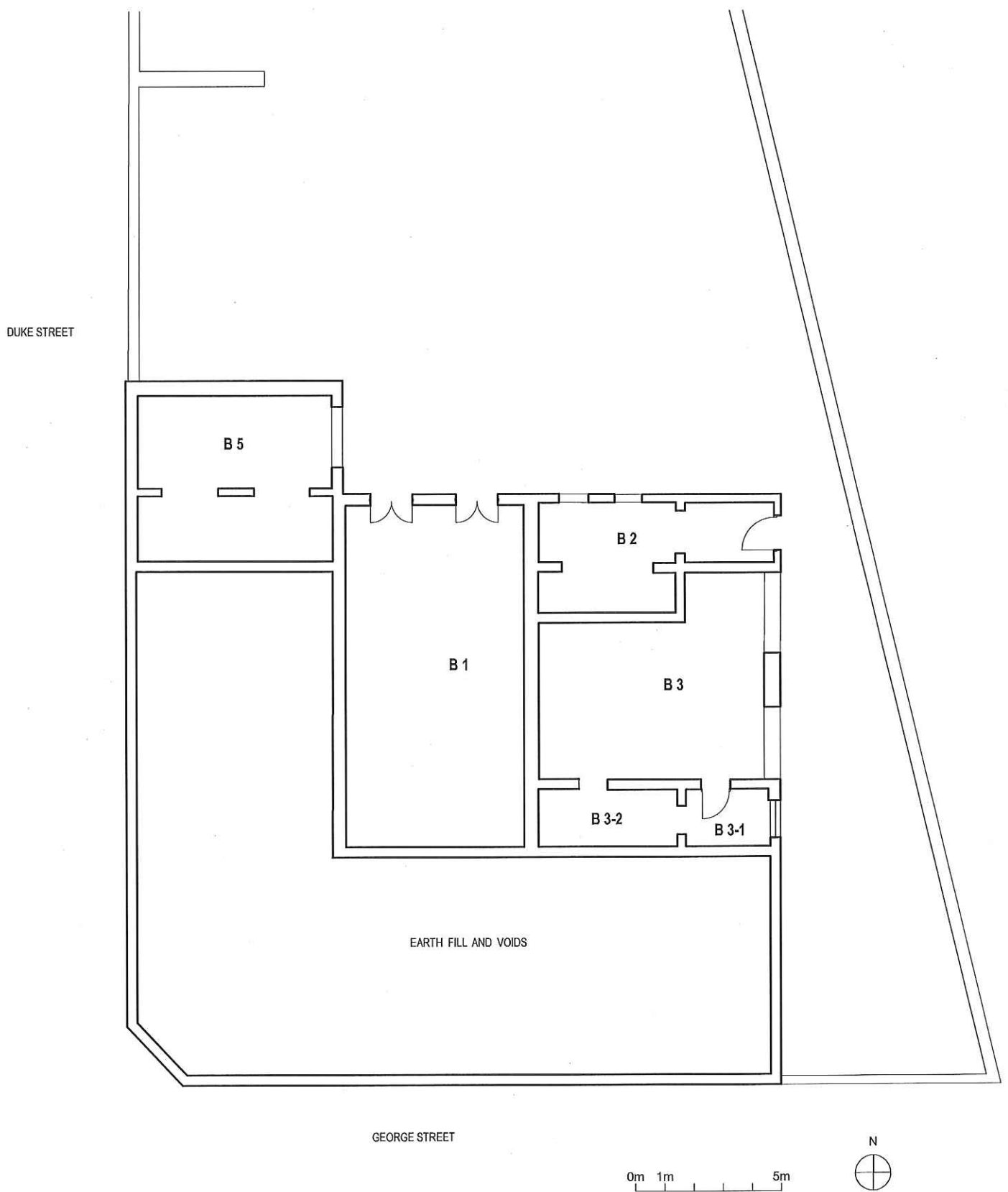


Fig 39. Lower Basement Plan (National Trust)



Fig 40. Room B5- (TPG)



Fig 41. Room B2 (TPG)



Fig 42. Floor hatch to room 2 (TPG)



Fig 43. Looking down floor hatch from room 2 (TPG)

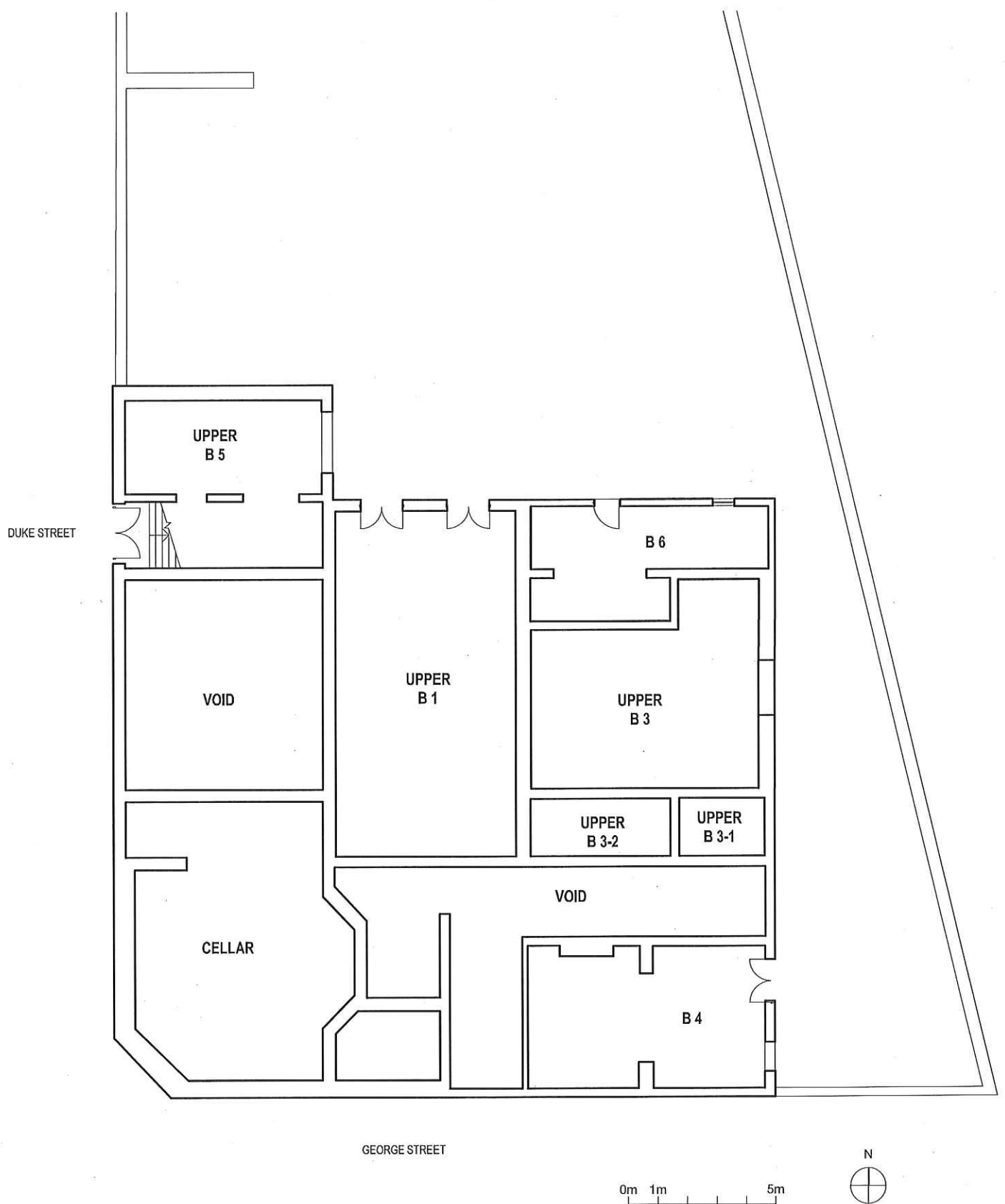


Fig 44. Upper Basement Plan (National Trust)

Ground Floor Level

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Room R1 - Infilled fireplace	N / A	Existing fireplace to be reinstated if required.	Reinstate fireplace with new surround.	All	4
Hall - Timber staircase (see figs 1 & 2)	B	Generally in good condition	Conserve and retain exposed timberwork to staircase. To be treated with wood stain / varnish (not to be painted). Verify height of existing handrail for BCA compliance. Install new handrail if required. Remove carpet finish to treads.	All	3
Room R4 - Water damaged plaster	D	Peeling paint and drummy plaster due to water damage / rising damp.	Investigate source of water ingress / damp and rectify. Replace damaged plaster with new and make good. Painted finish.	40%	2
Room R5 - Timber window cill and plaster	D	Weather damaged timber cill and wall plaster beneath (see fig. 12)	Investigate source of water ingress and rectify. Replace timber window cill with new to match existing. Remove damaged plaster and make good. Painted finish.	Item	2
Room R6	C	Generally in fair to poor condition.	Remove fixtures and fittings. Make good wall finishes. Remove floor finish. Parts of door frame to be replaced with new to match existing.	All	3
Room R7 - Kitchen	C	Generally in fair to poor condition.	Remove wall tiles, pipework and redundant fixtures and fittings. Make good floor and wall finishes.	All	3
Room R8 - Ceiling	C/D	Collapsed ceiling.	Cut away damaged ceiling and replace with new plasterboard and make good. Any defective ceiling joists to be replaced. Painted finish.	Item	2
Female WCs	E	No access but visibly in poor condition and is considered intrusive to the original fabric.	To be removed and original fabric to be made good to match existing.	Item	3

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	

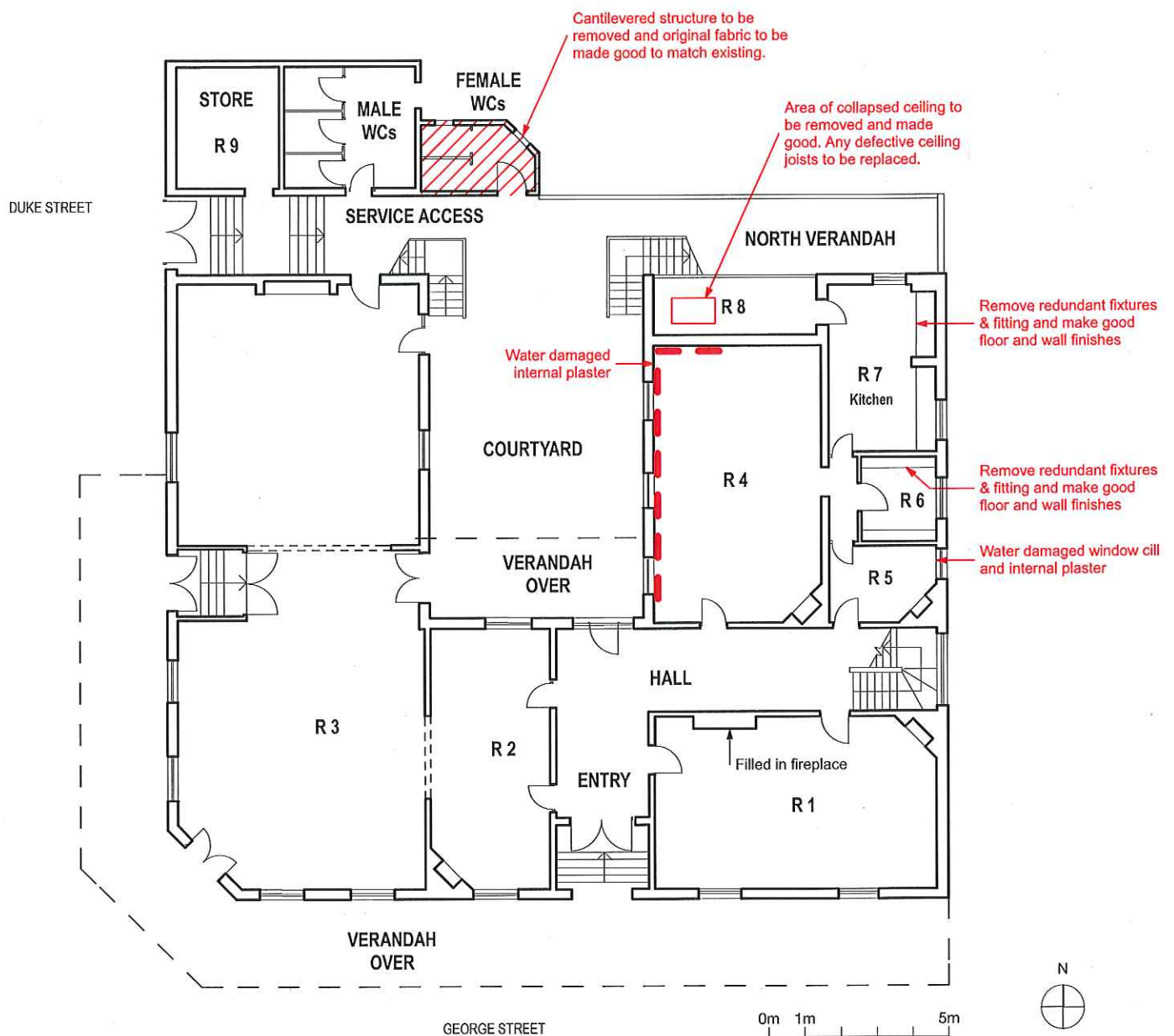


Fig 45. Ground Floor Plan (National Trust)



Fig 46. Hall - Timber staircase (TPG)



Fig 47. Hall - Timber staircase (TPG)



Fig 48. Room G05 - Water damaged window cill and plaster (TPG)

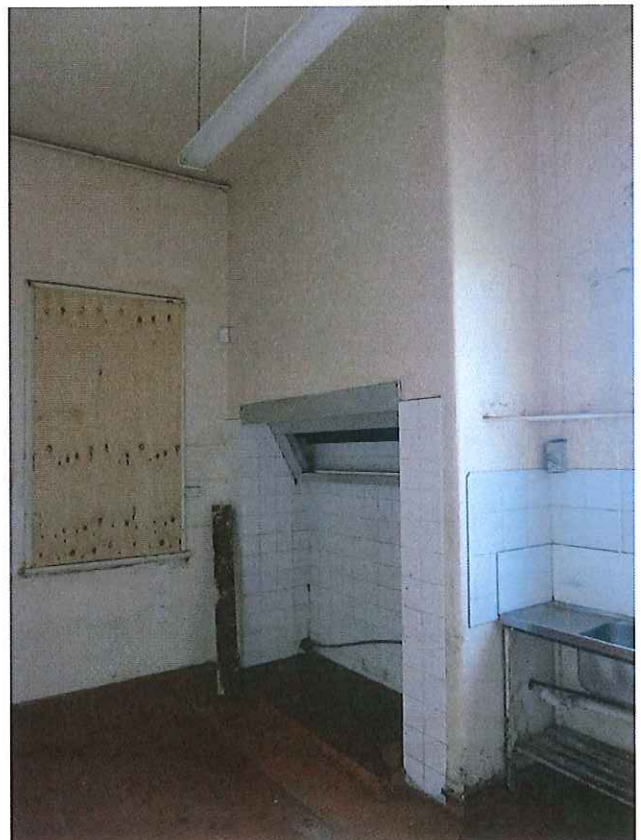


Fig 49. Room R7 - Kitchen (TPG)



Fig 50. Room R4 - Water damaged plaster (TPG)



Fig 51. Room R4 - Water damaged plaster (TPG)



Fig 52. Room R6 (TPG)



Fig 53. Room R6 (TPG)

First Floor and Cupola Level

Element	Condition Rating	Comment on Condition	Remediation Works	Extent	Priority Rating
Cupola Room - Ceiling	E	Ceiling in poor condition with signs of water ingress.	Investigate source of water damage and rectify. Any defective ceiling joists to be replaced. Remove existing ceiling tiles and re-construct lath and plaster ceiling. Painted finish.	All	2
Cupola Room - Walls	E	Existing wall plaster in very poor condition with cracking throughout.	Investigate source of cracking, allow for potential replacement of corroded wall ties. Refer to Wood & Grieve's Electrical and Structural Assessment (2007). Remove and re-construct lath and plaster walls. Painted finish.	All	2
Cupola Room - Floor	D	Slight decay of floor boards around perimeter of room.	Replace any deteriorated boards.	10%	3
Cupola Room - Windows	D	In poor condition with signs of water damage.	Repair or replace all decayed window lintels, frames, cills and sashes. Painted finish.	100%	2
First Floor - Ceilings Generally	C	General wear and tear with signs of water ingress to some areas.	Repair water damage to ceilings adjoining chimney flues. Repair cracked or flaking ceilings.	50%	2
First Floor - Floors Generally	C	In fair condition with paint stains and uneven in parts.	Investigate cause of unevenness and rectify. Clean paint from floor boards.	50%	3
Room 22 - Ceiling & Cornice	C	Generally in fair to poor condition.	Restore rusted pressed metal ceiling and cornice.	50%	2
Female Bathroom - Floor	C/D	Floor has been protected with plywood sheeting suggesting decay problems with the floor boards.	To be investigated and decayed floor boards and joists to be replaced.	50%	2
Male Toilet	N/A	No Access	To be investigated and any structural remediation works to be carried out.	All	2
Female Toilet	N/A	No Access	To be investigated and any structural remediation works to be carried out.	All	2
Room 20 - Kitchen	C	In fair condition but is considered intrusive to the original fabric.	Remove kitchen and restore opening to south passage. Reconstruct as a hallway and provide cabinet enclosure to switchboard.	Item	3

Key to Condition Rating	A = Excellent	B = Good	C = Fair	D = Poor	E = Very Poor
Key to Priority Rating	1 = Immediate Action	2 = Urgent	3 = Medium Term	4 = Long Term	

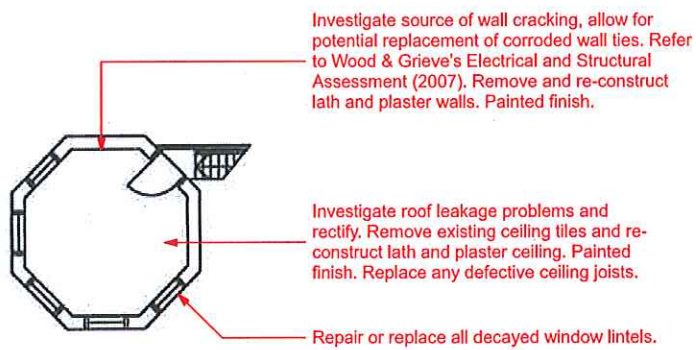


Fig 54. Cupola Floor Level (National Trust)

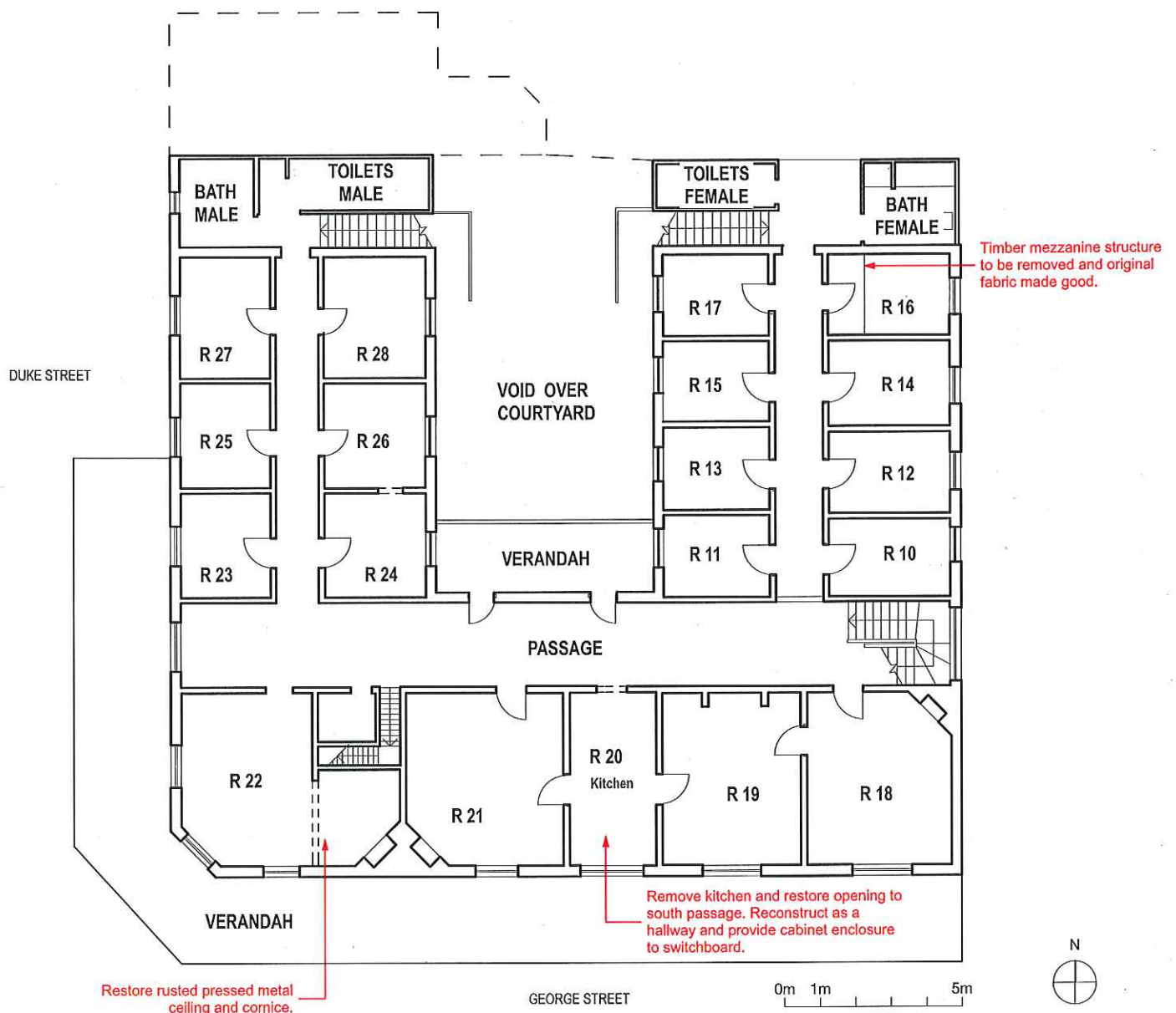


Fig 55. First Floor Level (National Trust)



Fig 57. Cupola Room (TPG)



Fig 58. Cupola Room (TPG)



Fig 59. Room 22 Ceiling (TPG)



Fig 60. Room 22 (TPG)



Fig 61. Room 22 (TPG)



Fig 62. Room R20 - Kitchen (TPG)



Fig 64. Room 20 (TPG)



Fig 63. View of typical first floor room detail (TPG)

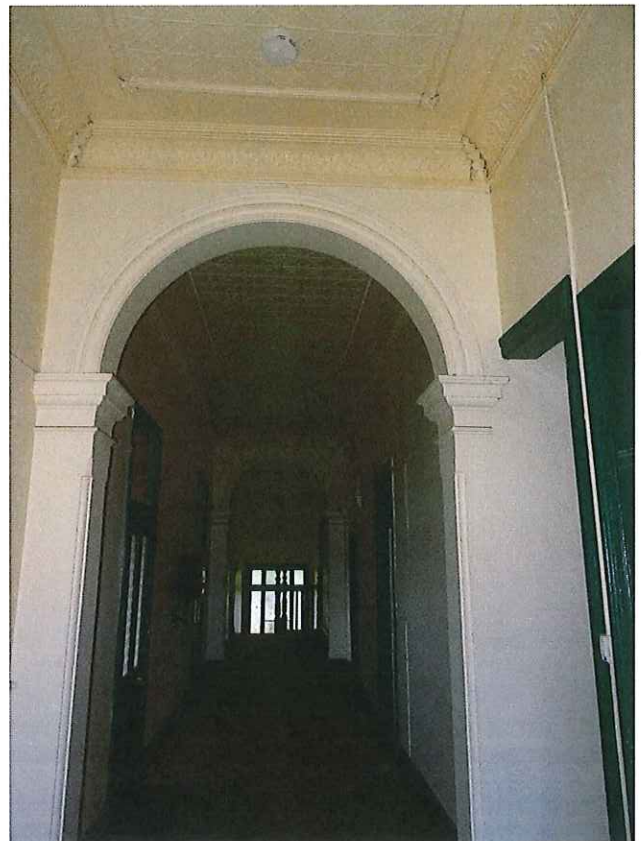


Fig 65. First floor passage (TPG)

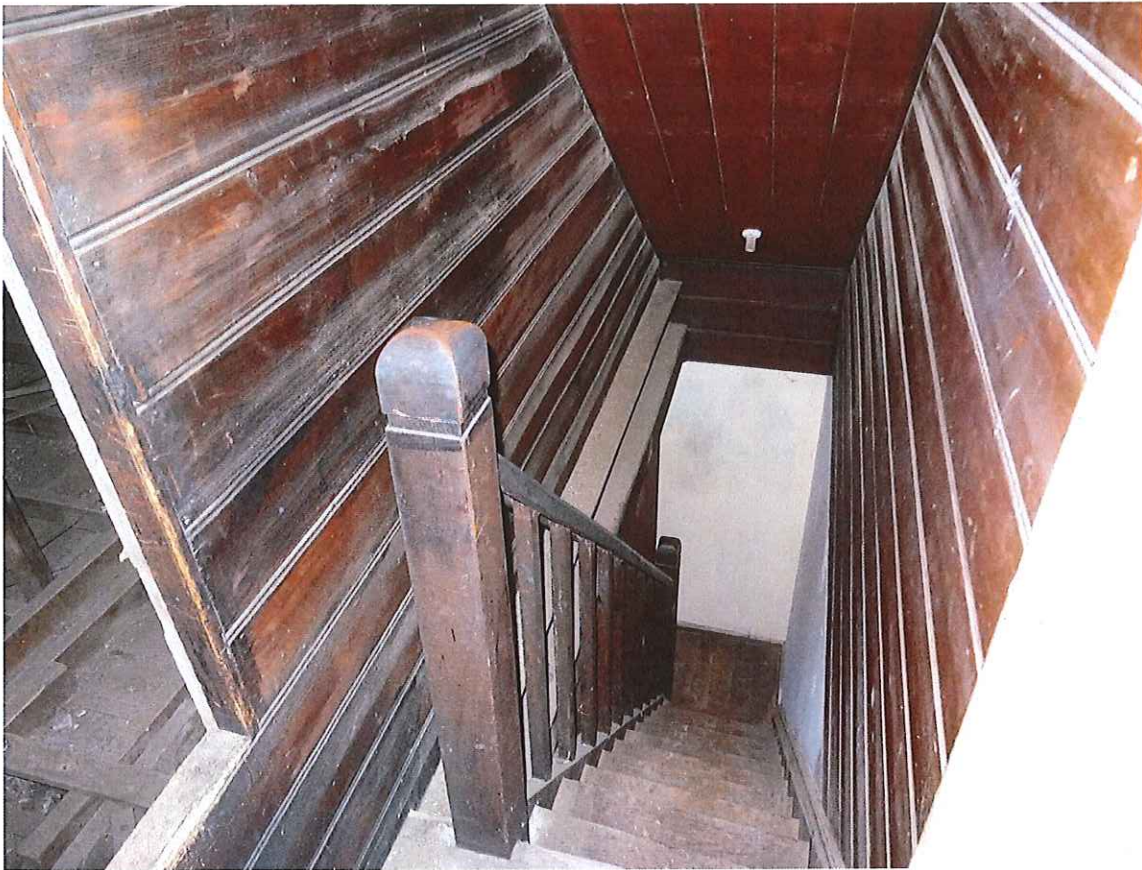


Fig 66. Timber stair leading to cupola room (TPG)



Fig 67. Main timber roof structure (TPG)