

*Heritage of Western Australia Act 1990*  
Section 29

**HERITAGE AGREEMENT**

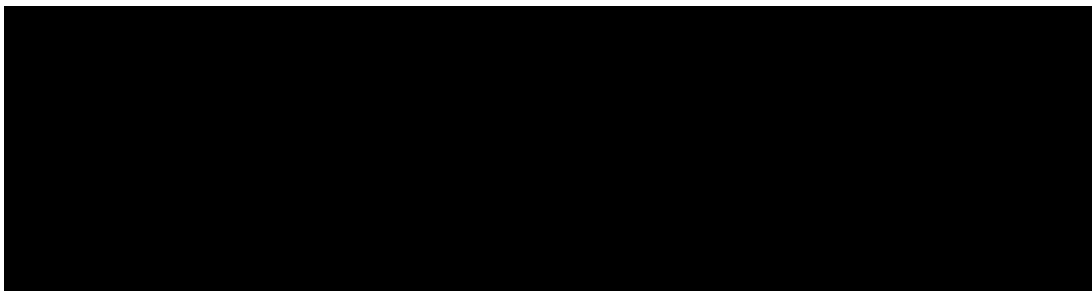
**between**

**CITY OF SWAN**

**and**

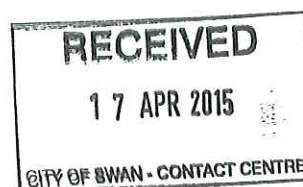
**HERITAGE COUNCIL OF WESTERN AUSTRALIA**

**and**



**in respect of**

**GUILDFORD HOTEL**  
(HCWA Place No. 2463)



## TABLE OF CONTENTS

<b>Part 1</b>	<b>Definitions &amp; Construction</b>	
1.1	Definitions	Page 4
1.2	Construction	Page 5
<b>Part 2</b>	<b>Commencement, Duration and Scope of this Agreement</b>	
2.1	Commencement and duration of this Agreement	Page 5
2.2	Scope of this Agreement	Page 6
<b>Part 3</b>	<b>Development and Conservation</b>	
3.1	Conservation Plan	Page 6
3.2	Conservation Works	Page 6
3.3	Development	Page 6
3.4	Maintenance	Page 7
3.5	Conservation Consultant	Page 7
3.6	Reporting	Page 7
3.7	Insurance	Page 8
3.8	Compliance with Statutes	Page 8
<b>Part 4</b>	<b>City's and Council's Rights of Entry and Powers of Inspection</b>	
4.1	City's and Council's rights of entry and powers of inspection	Page 8
<b>Part 5</b>	<b>Default</b>	
5.1	Events of default	Page 9
5.2	Rights and remedies of the City and Council	Page 9
5.3	Land and Place at risk of Owner	Page 10
5.4	Interest on overdue money	Page 10
<b>Part 6</b>	<b>Notices</b>	
6.1	Form of notices	Page 10
6.2	Address for notices	Page 11
<b>Part 7</b>	<b>General</b>	
7.1	Variation to be in writing	Page 11
7.2	Governing Law	Page 11
7.3	Further assurances	Page 11
7.4	Extension of time by City and Council	Page 11
7.5	Costs	Page 12
7.6	No Waiver	Page 12
<b>The Schedule</b>		Page 13
<b>Signatures</b>		Page 14
<b>Certification</b>		Page 16
<b>Annexures</b>		Page 17



## HERITAGE AGREEMENT

### **Guildford Hotel 159-161 James Street Guildford**

**THIS AGREEMENT** is made between the following parties:

1. **CITY OF SWAN**, of 2 Midland Square, Midland, Western Australia, 6056 (the "City");
2. **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
3. [REDACTED]  
(jointly, the "Owner").

#### **RECITALS:**

- A. The City's functions include the control and management of planning and development within the District of Swan. The City seeks to preserve and protect the unique character of Swan while balancing the need for growth and development.
- B. 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.
- C. The Owner is the Registered Proprietor of the Land.
- D. 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 1 March 1994.
- E. As a condition of support for planning approval DA 485/2011 issued in respect of the Land, the Owner is required to enter into an agreement with the City and the Council, binding on the current and future owners of the Place, to ensure its ongoing conservation and maintenance.
- F. The City, 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:

RECEIVED

17 APR 2015

OF SWAN - CONTACT CENTRE

**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:

- (a) in the case of **"Urgent Works"** as described in Item 6 of the Schedule, the earlier of –
  - (i) the first anniversary of the issuance of an appropriate Building Permit, or
  - (ii) the third anniversary of the Effective Date; and
- (b) in the case of **"Short-term Works"** as described in Item 6 of the Schedule, the earlier of –
  - (i) the second anniversary of the issuance of an appropriate Building Permit, or
  - (ii) the third anniversary of the Effective Date;

**"Conservation Plan"** means the Conservation Plan in respect of the Place described in Item 5 of the Schedule attached hereto as **Annexure C**, as may from time to time be varied with the prior written approval of the Council;

**"Conservation Policy"** means the policy specified in Item 3 of the Schedule;

**"Conservation Works"** means the works specified in Item 6 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 4 of the Schedule;

**"Maintenance"** means the continuous protective care of the Significant Fabric as specified in Item 7 of the Schedule;

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

**"Owner"** means:

- (a) subject to clause 2.2(d), [REDACTED]



- [REDACTED] are  
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;
- (g) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (h) a reference to a person includes that person's executors, administrators, personal representatives, successors and assigns; and
- (i) 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 City, the Council and the Minister.

## **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 City and 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 in accordance with the Conservation Policy and is required to carry out the Conservation Works at its own cost, 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**

- (a) Unless approved in advance in writing by the City and the Council, the Owner shall not:
  - (i) carry out any Development;
  - (ii) 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;
  - (iii) sub-divide or make application to sub-divide the Land; or
  - (iv) remove or demolish or make an application to remove or demolish any Significant Fabric.



- (b) The Owner agrees that any development on or to the Place or any improvements, alterations or other works carried out in respect of the Place as approved pursuant to **clause 3.3(a)** shall be carried out in accordance with any approval or permit issued in respect of the development and to the reasonable satisfaction of the City and the Council.

### **3.4 Maintenance**

The Owner shall ensure that:

- (a) the Significant Fabric, as restored and adapted with the approval of the City and the Council, is kept in a proper, safe and sound standard of repair and condition in all respects to the reasonable satisfaction of the City and the Council, 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 City and 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 to the City and the Council 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 City and the Council within 60 days after receipt of a written request from either the City or 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 City or the Council requires further information, detail, explanation or other clarification beyond that provided in a submitted report, the City or the Council, respectively, 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 45 days from the date of receipt of the written notice.
- (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 City in consultation with the Council, sufficient to enable full and proper replacement, reinstatement or restoration of the Significant Fabric and Place in the case of damage or destruction and provide a copy of such a policy and a Certificate of Currency to the City. 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 and/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**

### **CITY'S AND COUNCIL'S RIGHTS OF ENTRY AND POWERS OF INSPECTION**

#### **4.1 City's and Council's rights of entry and powers of inspection**

- (a) Subject to clause 4.1(b) the City and the Council shall, in consultation with each other and through their respective nominated representatives or nominated officers 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 City and the Council shall comply with any reasonable requirement imposed by the Owner for the purpose of exercising the rights of the City and the Council under clause 4.1(a).
- (c) The Owner must do all things necessary to enable the City and the Council to exercise their 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 City and Council**

- (a) In the event any Event of Default occurs, the City and the Council acting together shall be entitled to exercise any one or more of the following powers:
  - (i) through their agents, contractors or employees enter the Land and the Place and take such actions as are in the City's and Council's opinion necessary to rectify the Event of Default (including attending to any construction or other works) together with or separately from;
  - (ii) any rights and remedies which may be available to the City or the Council at law or in equity, including applying to the court for an order for specific performance, together with or separately from;
  - (iii) the rights, powers and remedies available to the City or Council under the Act,

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the City, the Council or the Minister or any other person of any of the rights, powers or remedies available to the City, 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.

- (b) The Owner grants to the City and the Council an irrevocable licence for the purpose of undertaking any action or work required under clause 5.2(a).
- (c) The liability of the Owner and the performance by the Owner of any of the Owner's covenants shall not be prejudiced or affected by the City or the Council taking any action referred to in clause 5.2(a).
- (d) The Owner covenants with the City and the Council that it shall indemnify the City and the Council from and against any costs which they may incur in acting under clause 5.2(a), and that it shall pay any such costs to the City and/or the Council on their demand.
- (e) Notwithstanding the provisions of paragraph (a) to (d) of this clause 5.2, any exercise of a power by or on behalf of the City or the Council or both of them for the purposes of this clause 5.2 shall be consistent with the obligations imposed upon the Owner under this Agreement and in exercising any power the City and the Council shall be liable to and shall indemnify the Owner against any loss or damage which the Owner may suffer, and whether direct or consequential, which is caused or contributed to (in the latter case, to the extent of the contribution) by any negligent act or omission on the part of the City or the Council or their respective employees, agents, contractors or invitees.

### 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 or maintenance of the Land or the Place. Without limitation, all Development and 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 City, 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, 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 City or the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the Owner shall pay to the City or the Council, respectively, 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, 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](mailto:info@stateheritage.wa.gov.au)  
ATTENTION: Manager, Development Referrals
- (b) the **City**: City of Swan  
Administration Centre  
2 Midland Square  
Midland WA 6056  
Phone: (08) 9267 9267 Fax: (08) 9267 9444  
Email: [swan@swan.wa.gov.au](mailto:swan@swan.wa.gov.au)  
ATTENTION: Executive Manager, Planning
- (c) 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 City, 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 City and Council**

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

## **7.5 Costs**

- (a) The Owner shall pay or reimburse the City or the Council, respectively, on demand for all the City's or the Council's reasonable costs and expenses in relation to:
  - (i) the exercise or enforcement by the City or 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 City or the Council;including (without limitation) the City's or 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**

*Guildford Hotel* (HCWA Place No. 2463), located at 159-161 James Street, Guildford, 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 5.0 of the Conservation Plan.

**Item 3: Conservation Policy**

The Conservation Policy is described in Section 6.0 of the Conservation Plan.

**Item 4: Land**

Lot 18 on diagram 42637, being the whole of the land contained in Certificate of Title Volume 1904 Folio 943.

**Item 5: Conservation Plan**

*Guildford Hotel Conservation Management Strategy* prepared by TPG Town Planning, Urban Design and Heritage (November 2014), attached as Annexure C.

**Item 6: Conservation Works**


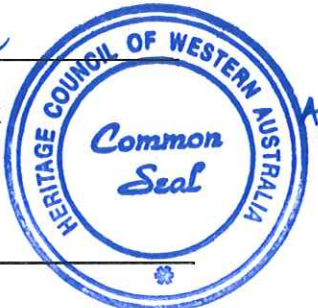

The schedule of works described in Annexure A.

**Item 7: Maintenance**

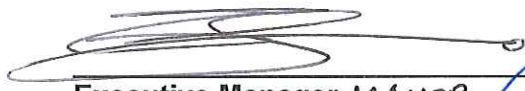


The schedule of maintenance activities described in Annexure B.

EXECUTED AS A DEED

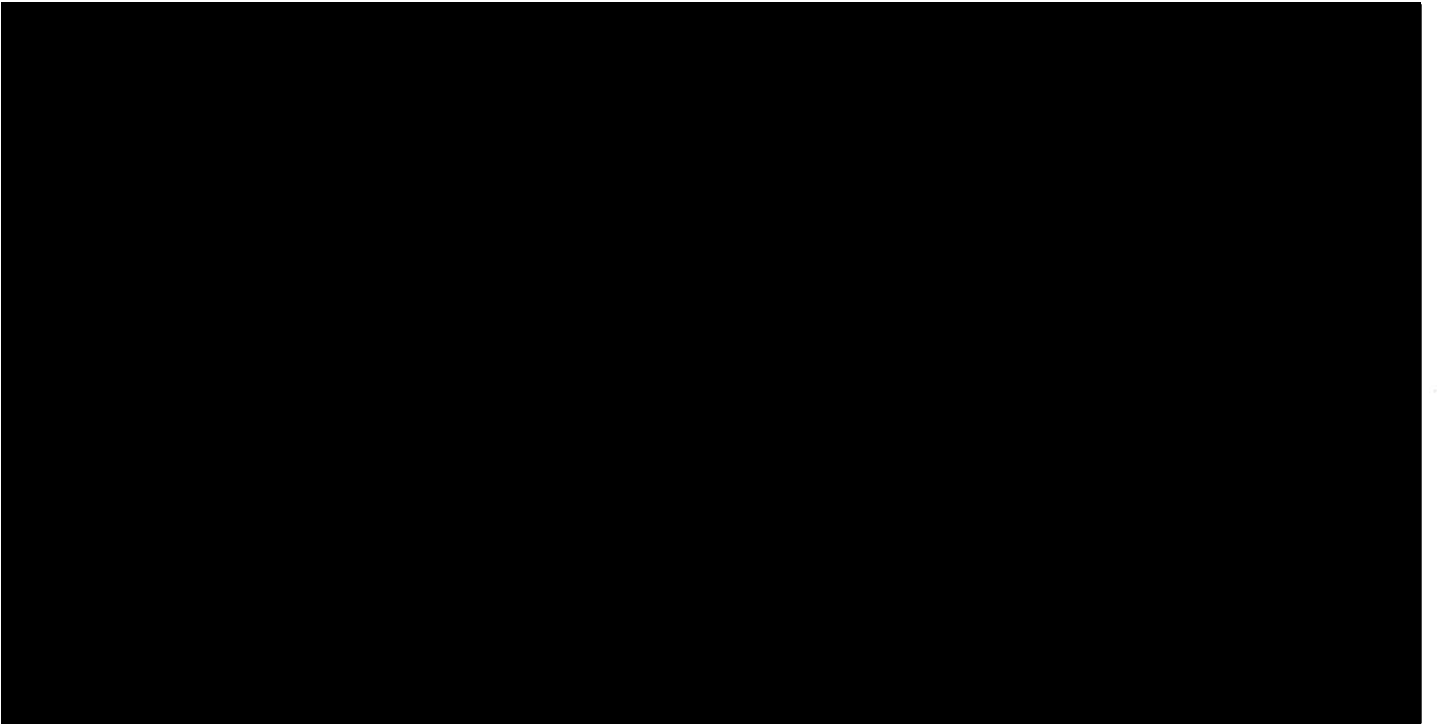
THE COMMON SEAL of the HERITAGE COUNCIL OF WESTERN AUSTRALIA is affixed by authority if its Board in the presence of:

 _____ Graeme Gammie EXECUTIVE DIRECTOR		 _____ Marion Fulker CHAIRPERSON
<u>24.7.15</u> _____ Date signed		<u>28<sup>th</sup> April 2015</u> _____ Date signed

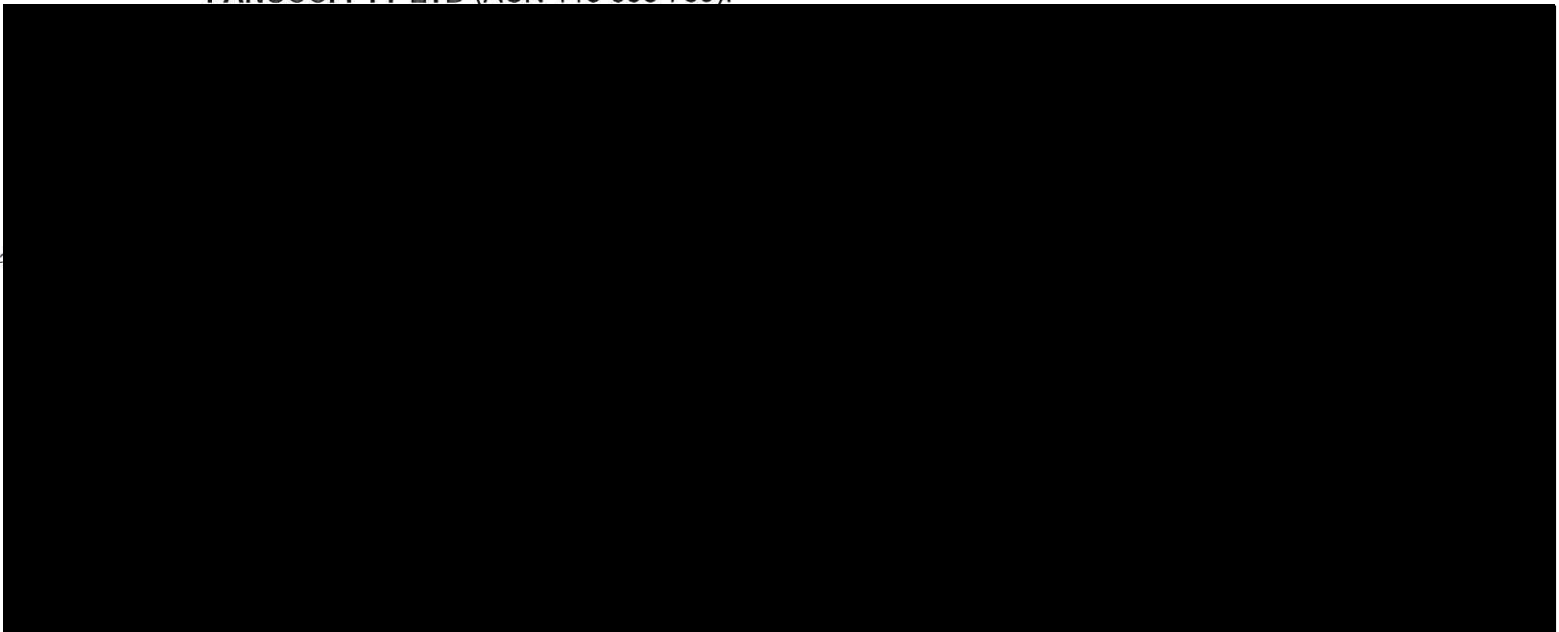
THE COMMON SEAL of the CITY OF SWAN was hereunto affixed in the presence of:

 _____ Executive Manager MAYOR		<u>CHARLIE ZANNINO</u> _____ (Print Full Name)
 _____ Chief Executive Officer		<u>Michael James Foley</u> _____ (Print Full Name)

**For the OWNER:**



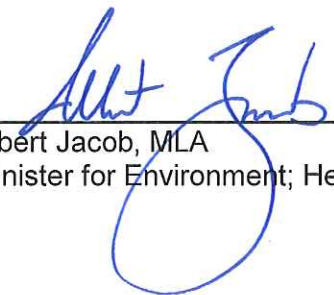
**FANUCCI PTY LTD (ACN 118 058 709):**



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

I, the Hon. Albert Jacob, MLA, Minister for Environment; Heritage, hereby certify that this Agreement is necessary for the purposes of, and complies with, the *Heritage of Western Australia Act (WA) 1990*.

Dated the 30<sup>th</sup> day of April 2015.

  
\_\_\_\_\_  
Albert Jacob, MLA  
Minister for Environment; Heritage



## **Annexure A**

### **Conservation Works**

#### **INTERPRETATION, EXTERNAL LIGHTING AND SIGNAGE STRATEGIES**

Prior to submission of a building license for the internal fit out, the Owner is to submit to the State Heritage Office strategies for interpretation, external lighting and signage for the approval of the Council's Executive Director.

Prior to occupation of the site, or within such other time frame as the parties agree to, the strategies for interpretation, external lighting and signage as approved by the Council's Development Committee are to be implemented. Where possible, materials recovered during the initial works should be re-incorporated as part of the interpretation scheme.

#### **PHYSICAL CONSERVATION WORKS**

The following list of required conservation works is derived from Section 8.0 of the Conservation Plan.

##### **Urgent Works (to be completed within the earlier of 12 months of the issuance of an appropriate Building Permit or three years of the Effective Date):**

1. Remove all debris including areas of collapse, pigeon droppings and other organic soiling.
2. Remove lath and plaster or other ceilings which are unstable and cannot be retained.
3. Remove floor boards that are rotten beyond repair.
4. Realign floor boards that are steeping.
5. Provide temporary floor covering.
6. Remove decayed and heavily charred timbers and dispose off site if deemed unusable.
7. Protect the first floor structure.
8. Prop walls in accordance with Airey Taylor structural recommendations.
9. Provide a roof covering adequate to protect the remaining internal fabric, stabilize walls and stop weathering of the wall heads.
10. Stabilise chimneys and reinstate chimney pots where they are missing. Repoint where necessary with a mortar to match original in function and appearance. Re-bed loose or missing bricks with 1.1.6 mortar. Remove flaking paint. Repair cracked render (if rendered) with material to match original performance. Repaint in white colour to match existing.
11. Replace downpipes and guttering with galvanized steel profile to match original. Repaint new guttering and downpipes. Reconstruct soak wells to allow free drainage at footings.
12. Install temporary security doors by inserting ground floor stud wall and door until such time as the south end of the building is redeveloped.

**Short-term Works (to be completed within the earlier of two years of the issuance of an appropriate Building Permit or three years of the Effective Date):**

1. Reconstruct belvedere structure in accordance with architectural and engineering specifications, based on archival records.
2. Carry out detailed inspection of facade in conjunction with a specialist consultant to determine full extent of cracking and delaminating stucco from substrate. Carry out analysis of render to determine suitable repair material. Cut out and repair cracks and delamination where identified.
3. Where bricks are demonstrating more than 50% decay of the face they should be replaced with a brick to match existing. Where pointing mortar is friable and can be removed with a light brushing it should be replaced with a mortar to match existing, including repair or reinstatement of tuck pointing to face brick facades. If external brick is to be coated a breathable silicate primer should be used.
4. External paint - Carry out paint scrape analysis. Paint building in a suitable external paint system for substrate and environment. To be agreed on in collaboration with heritage architect.
5. Windows and doors - Remove all remnants of smashed and broken glazing prior to removing windows for reglazing, re puttying and rejuvenation of timber bringing them back into a full working order. Repaint timber windows and doors. If windows and doors are deemed unsalvageable then they should be replaced like for like.
6. Ceilings – Where ceilings are being reinstated they should be in a form that replicates the original, based on photographic evidence and salvaged elements. The lath and plaster ceiling cannot be restored and should be removed. Salvaged ceiling roses and cornices should be reinstated where they were originally located or used in conjunction with archival evidence to inform facsimiles.
7. Interior walls - Retain and reaffix de-bonding plaster where possible with fixings on timber work or with a specialist bonding agent on masonry. Where brick is to be left exposed it should be brushed down to remove loose material before being repaired where necessary and treated with a sealer to be approved prior to application.
8. Floors - The floors are to be retained and activated where possible. Repair floors in a like for like fashion replacing those boards which can no longer be used with examples to match existing. Back of house areas may receive an alternative treatment such as vinyl, epoxy or tile on screed/concrete.
9. Interior joinery - Skirtings should be reinstated to match original profile based on surviving examples.
10. Interior paint/décor - Agree on suitable paint schemes with heritage architects. Strong consideration should be given to use decor as an interpretive tool to understand the building's history and significance.
11. Fixtures & fittings - Where original fireplaces and mantels and remaining brass window fittings remain they should be retained and restored.
12. Develop and implement an interpretation strategy to the satisfaction of the Executive Director of the State Heritage Office.



## **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.

Maintenance of the place includes informed supervision of minor and major works and vigilant attention to security in order to reduce deterioration and to protect the place from the risk of future fires, vandalism and theft.

### **PRIOR TO AND DURING CONSERVATION WORKS**

- Ensure all access gates are chained and locked and that the perimeter fence is adequate with no sign of breaches.
- Ensure the inside of the building and yard is free from trash and combustibles.
- Check for graffiti and remove/paint over immediately.

### **FOLLOWING COMPLETION OF CONSERVATION WORKS**

#### **Weekly:**

- Ask cleaners/building users to report any defects they note, including broken windows or hardware, leaks in the roof etc.
- Check all fire-fighting equipment and detection devices are in operational order and ensure all points of egress remain clear.
- Check doors and windows are locked and security systems are operational.
- Change defective light bulbs and fuses and monitor the electrical system.

#### **Quarterly:**

- Inspect roof cladding, flashings and rainwater goods, and repair as necessary. Ensure that all gutters are free of debris and check that gutters and downpipes flow freely.
- Check all electrical fittings, switchboards, etc. to maintain in a safe condition.
- Check all plumbing services for leaks.
- Clean all light fittings.
- Check all doors and door hardware is operational and repair or replace as required to ensure security and access requirements are met.
- Check all windows and window hardware is operational and repair or replace as required to ensure security and access requirements are met.

**Annually:**

- Inspect for termites and other vermin and treat as necessary.
- Inspect structure for cracks and signs of movement or other failure and repair as required.
- Check render finishes for deterioration and repair damaged elements.
- Check joinery, metalwork, render and paint finishes for deterioration and repair damaged elements.
- Check drainage systems to ensure in working order.
- Carefully clean external masonry walls to remove any harmful atmospheric deposits and/or graffiti.



## **Annexure C**

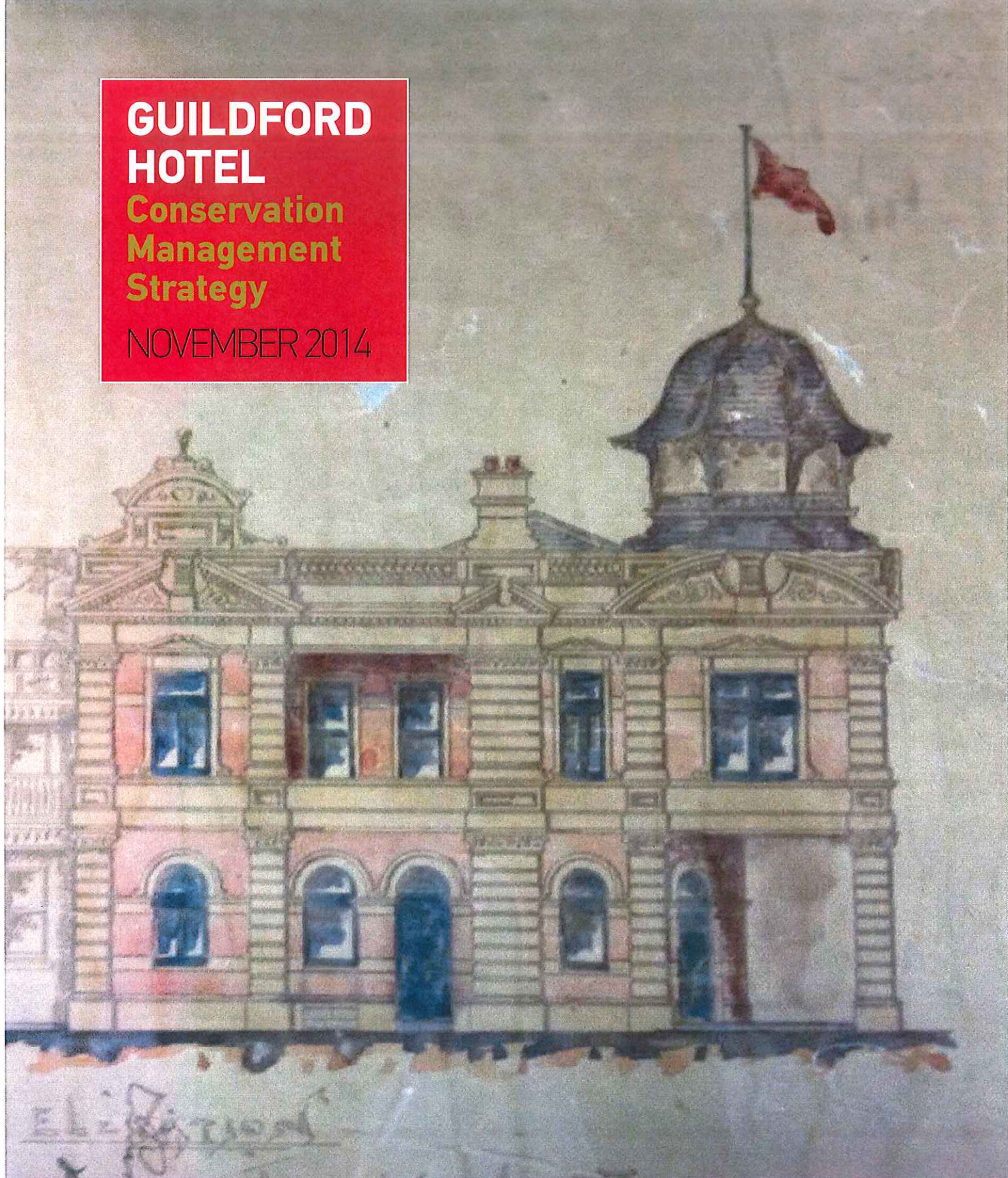
*Guildford Hotel Conservation Management Strategy* prepared by TPG Town Planning, Urban Design and Heritage (November 2014).



# GUILDFORD HOTEL

## Conservation Management Strategy

NOVEMBER 2014



TOWN PLANNING  
URBAN DESIGN AND HERITAGE



## Document Control

Document ID: PG 2014/714-550 Guildford Hotel Heritage Advice/7 Final Documents/1 Lodged/714-550 Guildford Hotel CMS 04.11.14.indd						
Issue	Date	Status	Prepared by		Approved by	
			Name	Initials	Name	Initials
1	19.08.14	Draft for Internal Review	Marc Beattie		Nerida Moredoundt	
2	04.09.14	Draft for Internal Review	Marc Beattie		Nerida Moredoundt	
3	24.09.14	Final Draft	Marc Beattie		Nerida Moredoundt	
4	04.11.14	Final Draft	Marc Beattie		Nerida Moredoundt	

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# Contents

<b>1. Introduction</b>	<b>1</b>
Purpose	1
Location	1
Heritage Listing	1
Key Documents	2
<b>2. Heritage Significance</b>	<b>3</b>
State Heritage Significance	3
Local Heritage Significance	3
<b>3. Brief History</b>	<b>4</b>
Historical Context	4
First Phase: 1885-1887	4
Renovations: 1991	8
Twenty-first Century	8
<b>4. Physical Evidence</b>	<b>11</b>
<b>5. Zones of Significance</b>	<b>18</b>
<b>6. Principles of Conservation</b>	<b>21</b>
Generally	21
Reuse	21
Like for Like	21
Avoid Needless Loss	21
<b>7. Building Condition Assessment Report</b>	<b>22</b>
Methodology	22
Limitations	22
<b>8. Schedule of Conservation Works</b>	<b>28</b>
Urgent Works (to be completed within 6 months)	28
Medium Works (Base Build)	28
Long Term Works	28
<b>9. Recommended Maintenance Works Schedule</b>	<b>29</b>
Prior to and during Conservation Works	29
After Conservation Works	29

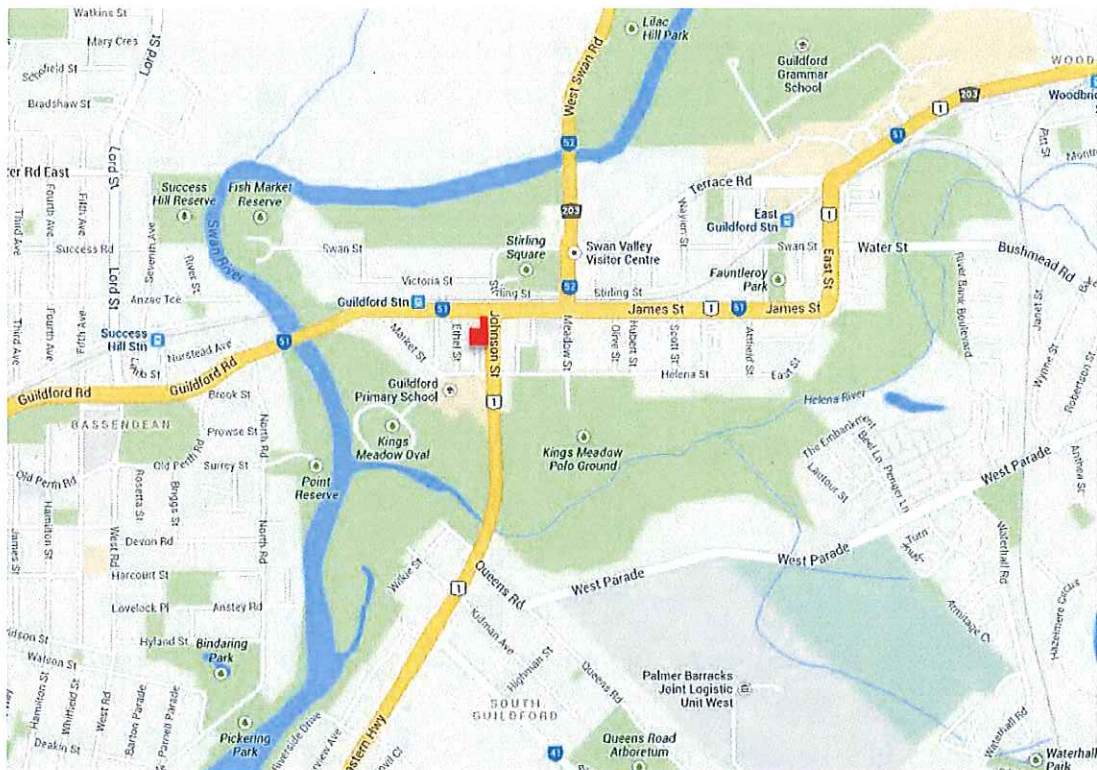


Fig 1. Context Plan



Fig 2. Site Plan



# 1. Introduction

## Purpose

This Conservation Management Strategy (CMS) has been prepared by TPG Town Planning, Urban Design & Heritage to guide the future conservation and maintenance of the heritage-listed Guildford Hotel, located at Nos. 159-161 James Street, Guildford.

The two-storey Hotel was first constructed in 1885 and has been subject to various alterations and additions over the years, the most significant occurring in 1915. It is a well-recognised landmark in Guildford and demonstrates the prosperity and development of the Guildford area at the turn-of-the-century. The Hotel fell into disrepair over time and in 1991 it was restored and renovated with some loss of original internal features. Unfortunately in 2008 the Hotel was severely damaged by fire, leaving its external walls largely intact, but with the loss of the roof and much of the internal fabric.

This report has been commissioned by the owners to assist them and their consultants during the current planning for the repair and upgrade of the Hotel.

It firstly provides some background about the Hotel including its heritage significance, a brief history and sequence of development, as well as a description of the remaining physical fabric, all of which have informed the preparation of graded zones and elements of significance. The report concludes with a building condition assessment and a conservation management schedule and maintenance schedule.

## Location

The Guildford Hotel is located at Nos. 159-161 (Lot 18 D42637) James Street, Guildford on an L-shaped lot that comprises a land area of 4,507 square metres.

The Hotel is located on the northern portion of the lot fronting James Street on its corner with Johnson Street, where it forms a local landmark.

Refer to Figures 1 and 2.

## Heritage Listing

The Guildford Hotel has been recognised as a place of cultural heritage significance in its own right through inclusion on the following heritage lists:

- State Register of Heritage Places
- Local Government Heritage Inventory (non-statutory)
- City of Swan Heritage List, adopted under Town Planning Scheme 9 (TPS 9)

The Guildford Hotel is also located within and contributes to the 'Guildford Heritage Area', which is designated under the:

- City of Swan Town Planning Scheme 9 (TPS 9)



## Key Documents

The building experienced a catastrophic fire in 2008 that has left it largely without a roof and open to the elements. Several reports have been written that detail the condition of the building in relation to its heritage values and its structural integrity. The most relevant sources of reference that have been taken into account in this report are:

### **Greenward Consulting – Heritage Advice Reports 1,2 & 3 dated February 2009**

These reports were prepared soon after the fire in February 2009. They identify the works required at that time to preserve heritage fabric to allow later conservation work. It is understood that in accordance with the advice provided by Greenward Consulting much of the intact fabric was removed for safe keeping in 2009. This included notable examples of plasterwork, fire surrounds, architraves and skirtings, mirrors and elements of the timber stair. The exact location of these salvaged elements is still being established.

The condition of the building has deteriorated significantly since these reports were prepared, but the building's heritage significance remains intact.

### **Airey Taylor Consulting (structural engineers) - structural inspection report, July 2014**

The Airey Taylor Structural report establishes that the building is in a salvageable condition and makes six recommendations for short-term actions to retain the structure until the main reconstruction works commence. We have included these recommendations within this report as priority 1 conservation works.

## 2. Heritage Significance

### State Heritage Significance

The Heritage Council of Western Australia has prepared the following Statement of Significance for the Guildford Hotel. It is reproduced from the State Heritage Office's Assessment Documentation, which is attached in full in Appendix A.

The Guildford Hotel has cultural heritage significance for the following reasons:

*the building is a fine example of Federation Free Classical architecture, demonstrating the prosperity and development of the Guildford area at the turn-of-the-century;*

*the building occupies a strategic position at the intersection of James and Johnson Streets, making a major contribution to the streetscape and providing a prominent landmark in the Guildford area;*

*for more than a century the hotel has been an important focus of social activity of the Guildford community, a role it continues to play.*

### Local Heritage Significance

The City of Swan identifies the Hotel as a place of Exceptional significance with the following Statement of Significance:

*The building reflects the growth of Guildford as an important town centre and a confidence in the future of the town. The hotel is situated on the main route between Perth and inland agricultural areas.*

## 3. Brief History

### Historical Context

Guildford was established as an administrative and marketing town on the upper reaches of the Swan River in 1830. In 1881, the Eastern Railway was completed linking the towns of Fremantle, Perth and Guildford. The establishment of the railway prompted the growth of a commercial strip along James Street, opposite the railway station.

### First Phase: 1885-1887

The Guildford Hotel was built in 1885-1886. Sited on the south-west corner block of James and Johnson Streets, it was ideally located to benefit from the prosperity of the times. The original hotel comprised two parallel wings separated by a breeze-way and was setback from James Street approximately 5 metres with landscaping and a timber picket fence occupying this front setback area. During restoration work undertaken in 1992, it was discovered that this part of the hotel was built of convict-made bricks.

The 1885-1886 Hotel was laid in red brick in a Flemish Bond pattern with a corrugated iron roof. A two-storey verandah ran along the length of its front façade and comprised timber posts with decorative turned baluster posts. The Hotel comprised a central entrance from James Street, which was flanked on either side by bay windows that extended the two levels. Decorative eave brackets sat under the short eaves.

The Christmas 1897 edition of The Western Mail includes a photograph of the site and a description of the hotel, which, "has for a long time been an ideal residence and it's here that bridal parties, tourists, picnickers and the like, love to congregate for no suburban hostelry can be found more homely in its character, nor more comfortable to halt at." Already the hotel had become "not only a familiar instruction, but a prominent landmark." Some reports suggest that increased wealth provided by the gold rush led the then owner to embark on flamboyant additions to the hotel in 1899 and imply that these additions occurred to the front of the Hotel. However, our research suggests such additions occurred in 1897 and occurred to the rear of the Hotel.

Historic images suggest the 1897 development to the rear comprised a number of rooms to each wing and a two-storey verandah (which is still extant) along Johnson Street. It was of load bearing brick construction, and continued the double hung casement windows and decorative timber eaves details of the 1885-1886 Hotel.



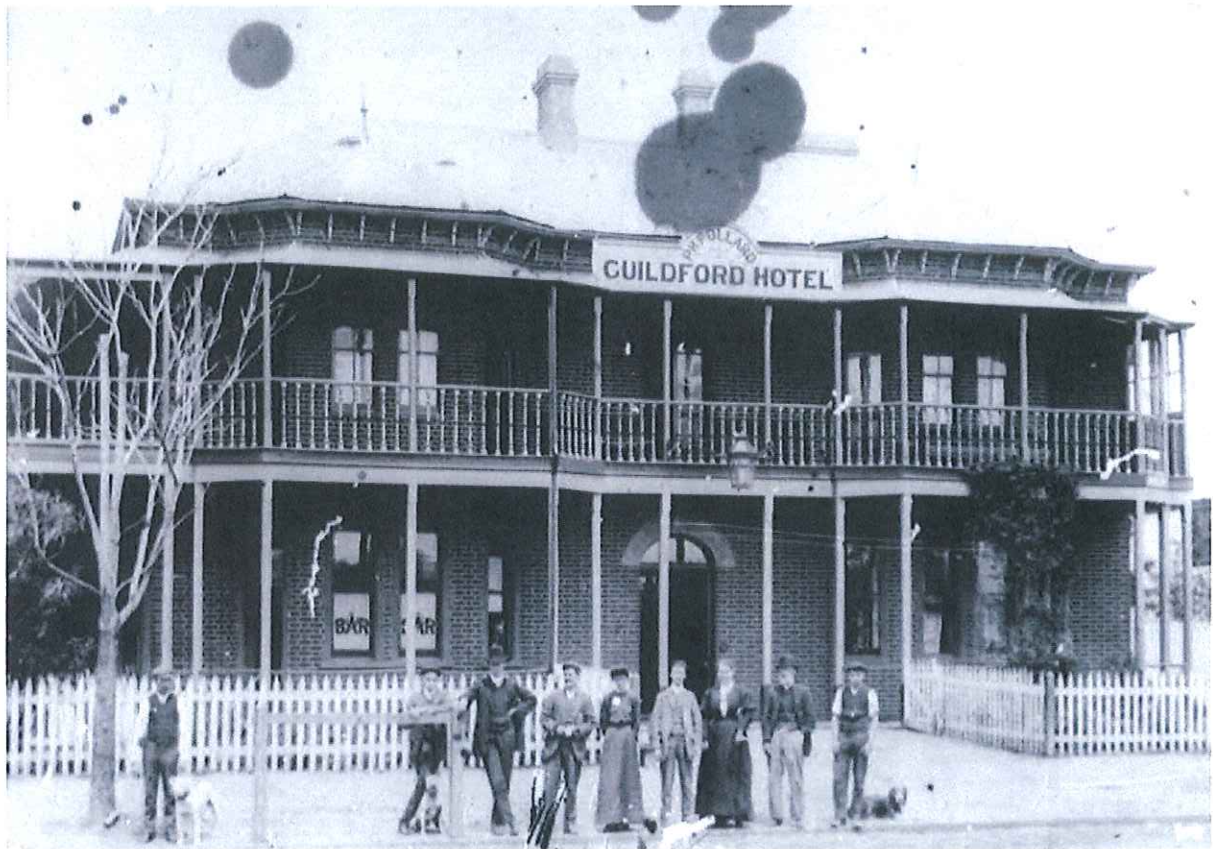


Fig 3. The Guildford Hotel c.1890. Source- City of Swan Local History Library



Fig 4. Guildford Hotel Circa 1890. Source- Royal Western Australian Historical Society p1999\_3315

## Second Phase: 1915

Documentary evidence indicates the current façade was constructed in March 1915, and it was as part of these works that façade and verandah of the 1885-1886 Hotel was demolished. Building Licence for the 1915 alterations and additions to the Guildford Hotel show the faint outline of the bay windows of the 1885-1886 Hotel at this time which indicates they were still extant and proposed to be demolished.

These 1915 additions resulted in construction of a completely new façade, which came up to the James Street front boundary. It also involved the construction of an eight sided tower belvedere (aka

Belfry) mounted on the north east corner of the building, which accentuated the landmark quality of the hotel. In December of that year the Chairman of the Licensing Court "complimented the owner Mr G Hiscox and the architect on the splendid edifice which had been erected in place of the old building." The two-storey Guildford Hotel, and the adjoining theatre and gardens, belonging to the estate of the late Mr. G. Hiscox, were sold by auction on Tuesday 25 June 1929 to the Swan Brewery Co., Ltd., for £25,000. The property at the time included about an acre and a quarter of land. <sup>1</sup>

<sup>1</sup> The West Australian, Property Sales, Saturday 29 June 1929, p.8



Fig 5. The Guildford Hotel c 1941. Source: City of Swan Local History Library



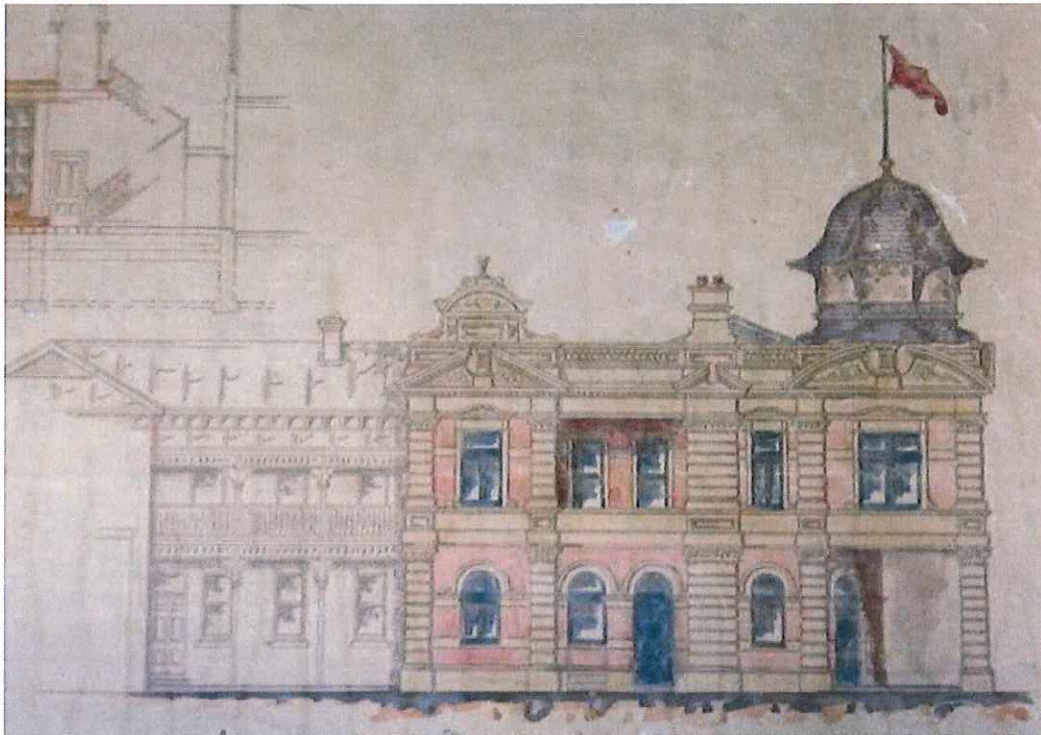


Fig 6. Elevations showing new façade to the Guildford Hotel – Johnson Street elevation c.1914 Source- State Library of Western Australia

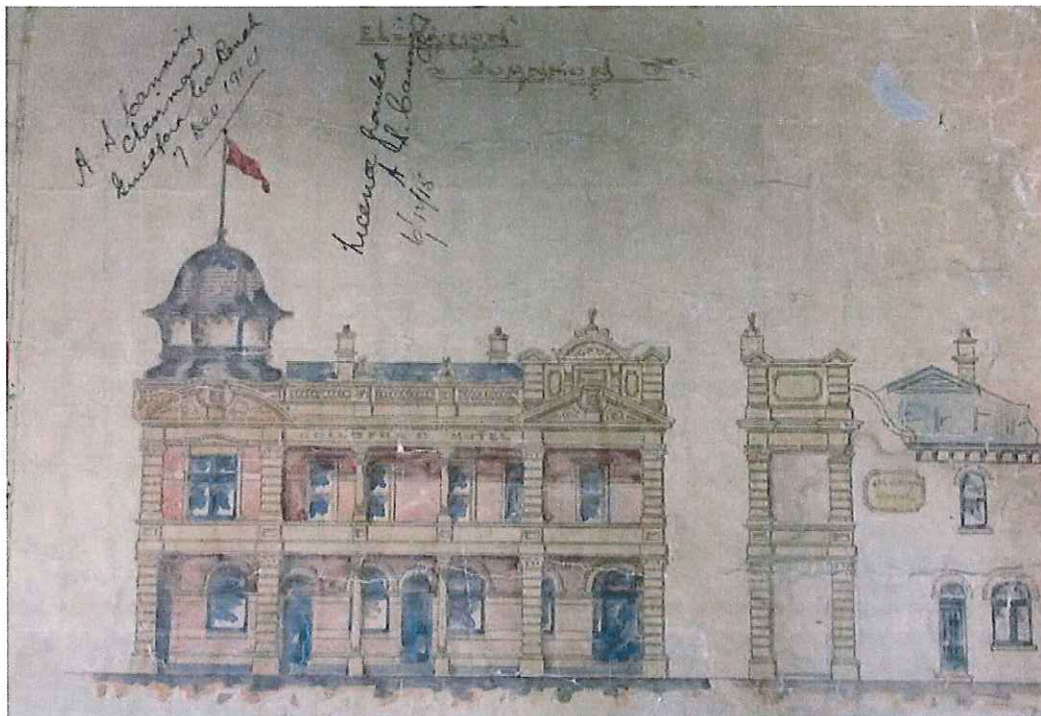


Fig 7. Elevations showing new façade to the Guildford Hotel – James Street elevation c.1914 Source- State Library of Western Australia



## Renovations: 1991

The hotel developed structural problems, and in 1991 the Swan Shire Council began the process to condemn the building. However, in June 1991 new owners bought the Guildford Hotel and proceeded to restore the building. The interior was refurbished with items from some other demolished buildings including rear doors from the Majestic Hotel in Applecross; a bar from a hotel in York, and wrought iron in the dining room came from the main Boans department store.<sup>2</sup> Other works undertaken during these renovations include:

- Replacement of most of the ground floor ceilings, at the original height and the installation of reproduction cornices, ceiling roses, wall vents and picture rails where the originals had been removed.
- Replacement of most of the first floor ceilings, one ceiling rose was retained and restored as well as some wall vents.
- Removal of original plaster from some walls prior to repair of cracking.
- Reproduction of skirtings to match originals.
- Retention of original floorboards – some portions replaced where deteriorated.
- Restoration of windows throughout, with the addition of three new exit doors.
- Interpretation of some evidence of previous dados with new pressed metal dados in public areas to ground and first floors.
- Use of wrought iron panels from old Perth Boans store as low dividing panels in the lounge bar.
- Retention and refurbishment of an early terrazzo floor in the ground floor bar areas.
- Retention of at least one early fireplace surround (in dining room). The documentary evidence was inclusive with reference to the other fireplace surrounds.
- Creation of a reception room and bar area along first floor
- Removal of some internal walls and new openings.
- Enclosure of the alley way between the east and west wing (south of the main stair hall), including replacement of the first floor balcony with a full width floor and gable roof.<sup>3</sup>

## Twenty-first Century

On 1 September 2008 a fire broke out at the Hotel. The seat of the fire was primarily located within the footprint of the 1885-1886 original Hotel. The fire caused substantial damage to the superstructure with the majority of the roof and part of the first floor being destroyed. The fire also destroyed the belfry on the north-east corner of the building. The ground floor had little actual fire damage, but was damaged by falling debris. The owners are now looking to restore and upgrade the Hotel.

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2 Capp, G (1993) Restored to Glory. The West Magazine, p/ 27

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3 Green, A (2009) Heritage Advice Report No.1, 12 February 2009



Fig 8. Guildford Tavern (now Guildford Hotel), March 1984 Source: SLWA 312720PD



Fig 9. Guildford Tavern (now Guildford Hotel), March 1984 Source: SLWA 312718PD

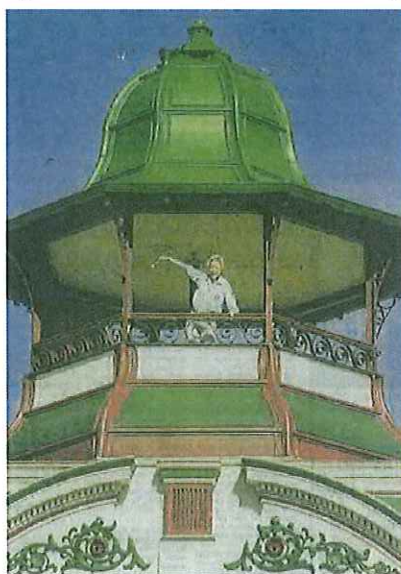
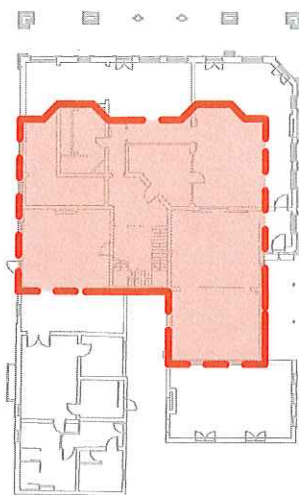


Fig 10. Guildford Hotel belfry 1996. Source: The West Australian, Hotel's belfry back in action, 12 October 1996

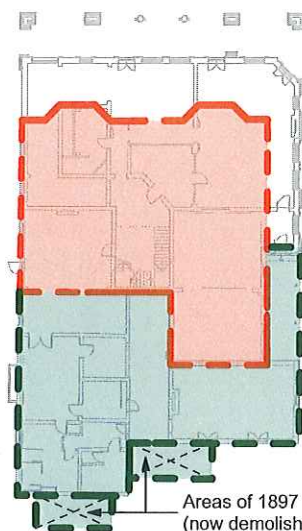


Fig 11. Guildford Hotel 2007. Source: ameland

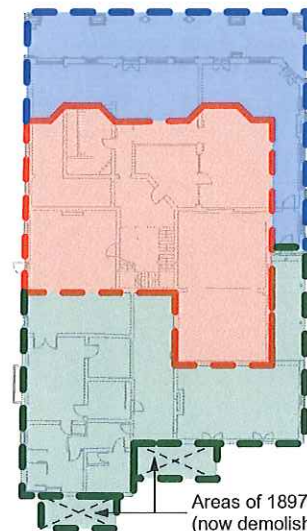




1885/86 - Original Building



1897 - Extension



1914/15 - Extension

**Key - Assumed Sequence of Developments**




-  Footprint of Original Building - 1885/86
-  Footprint of 1897 Extension
-  Footprint of 1914/15 Extension

Fig 12. Sequence of Development



## 4. Physical Evidence

The Guildford Hotel is a two-storey building of load bearing brick with stucco ornamentation in the Federation Free Classical style, built over three main phases (1885/86; 1897; and 1915). The Hotel occupies a corner block, at the junction of James and Johnson Streets; opposite the railway reserve and diagonally across from Stirling Square. The prominent corner location of the hotel with its exposure to two major roadways and the railway line, ensures that the place is a dominant townscape feature. Please refer to Appendix A – for a Structural Engineer report on the condition of the place.

The Hotel consists of load bearing masonry with an ornate front façade, which faces onto James Street, with a secondary façade to Johnson Street. The strongly modelled and embellished James Street facade, expresses symmetry and massing typical of the Federation Free Classical style, which was resultant from the 1915 building phase. The book 'A Pictorial Guide to Identifying Australian Architecture' highlights that this style often embraced an eclectic combination of elements and details drawn from classical architectural styles. It further highlights the following characteristics of this style:

- This style sought originality often producing whimsical or incongruous streetscapes, yet scale was usually appropriate for the context
- Asymmetry preferred, with informal massing
- Frequent use of two principal materials having contrasting colours and textures. In the case of the Guildford Hotel tuck-pointed brick and render

- Landmark elements, such as a projecting corner element like the Hotel's belfry, which acts as a skyline feature

The James Street facade has a variety of classical motifs used in the parapet and cornice details typical of this style. The colour scheme, however, is not original. Early photographs show the 1915 façade being tuck-pointed brick with rendered detailing. The front façade was not greatly damaged by the fire with the exception of the complete destruction of the belfry. Prior to the fire it appears a series of steel beams and props along this elevation beneath the soffit of the original first floor and ground floor verandah lintels were installed. These beams are extant in images of the Hotel in 1992.

The Johnson Street façade appears to feature components from all three building phases. It features a centrally located two-storey verandah in front of a portion of the original 1885/86 building. This verandah and the component of the building south of it appear to have been constructed in the 1897 phase. Archival plans suggest this verandah, which has a bullnose roof, was once adorned with decorative brackets and a timber frieze.

The ground floor has sustained little actual fire damage. However, it has been badly damaged by falling debris, smoke and water ingress with the ceilings and timber floor boards mostly impacted. Timber window frames, architraves, doors and non-original pressed tin waist height wall panels appear to be less ruinous.

The ground floor has a suspended timber floor supported off brick piers. The east portion of the Hotel had two basements/cellars. Part of one cellar is visible due to the part collapse of the suspended floor above. The 1915 additions significantly altered the layout of the original Hotel, to the point that the original 1885/86 layout is not readily discernible. However, it appears that the original stair hall from the 1885/86 building was retained in the centre of the building providing access to the first floor as part of the 1915 renovation. This stair was significantly damaged by the fire and is no longer extant. The layout of the ground floor as a consequence of the 1915 changes is still apparent despite the fire.

The first floor was constructed from timber supported off either masonry or isolated steel members, which are supported off masonry. Access is currently obtained to this level by a temporary ladder given the original stair is no longer extant. The timber flooring in the landing of the main stair hall remains in situ along with some timber flooring in the rear west and east wings; and the breezeway. Despite the first floor structure having largely been destroyed in the front half of the building a number of fireplaces and hearths remain in situ. The south-west corner of the Hotel comprised a series of small rooms with lath and plaster walls and ceilings; the lath and plaster is in a poor condition with some elements having collapsed. A large proportion of plaster has fallen off the walls on the first level. Architraves, doors, window frames and skirtings are largely non-extant along this floor, particularly along the western side of the building. Charred remains of some timber casement and sliding sash windows are extant along the eastern, Johnson Street elevation.

The majority of the roof has either been destroyed or removed but consisted of timber trusses with metal sheeting. The rendered chimneys remain, which were resultant from or remodelled as part of the 1915 addition.





Fig 13. Front facade TPG 2014



Fig 14. View of James and Johnson street Intersection TPG 2014, inset showing evidence of original tuckpointing TPG 2014





Fig 15. Rear elevation TPG 2014



Fig 16. Western elevation of Hotel TPG 2014





Fig 17. Location of central stair TPG 2014



Fig 18. Interior view of Hotel TPG 2014



Fig 19. Interior view of Hotel TPG 2014



Fig 20. Front section of Hotel parallel to James Street TPG 2014



Fig 21. View of fireplace in front section of Hotel TPG 2014



Fig 22. View of archway in front section of the Hotel TPG 2014





Fig 23. View of first level looking towards James and Johnson Street intersection TPG 2014



Fig 24. View of first floor hallway to eastern wing TPG 2014



Fig 25. First floor breezeway TPG 2014



Fig 26. Fireplace on first floor TPG 2014





Fig 27. View towards James Street

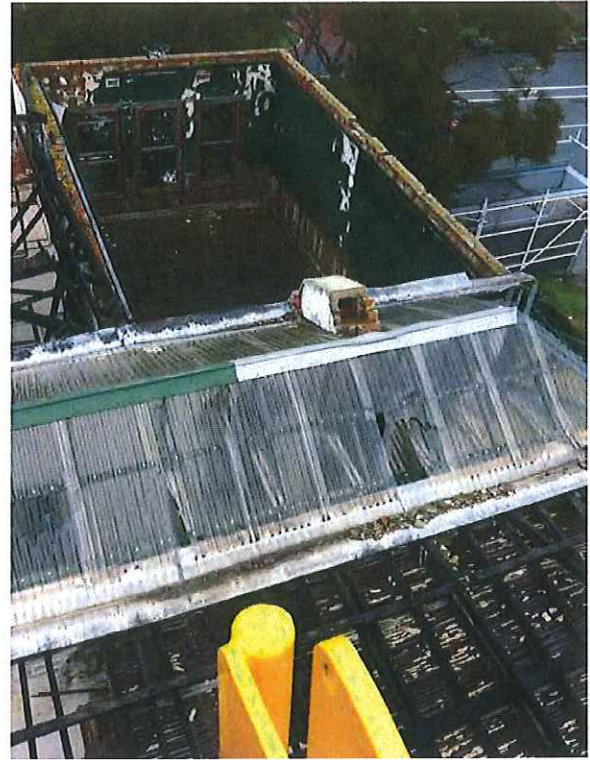


Fig 28. View of eastern wing abutting Johnson Street



Fig 29. View of rear western wing along western side boundary

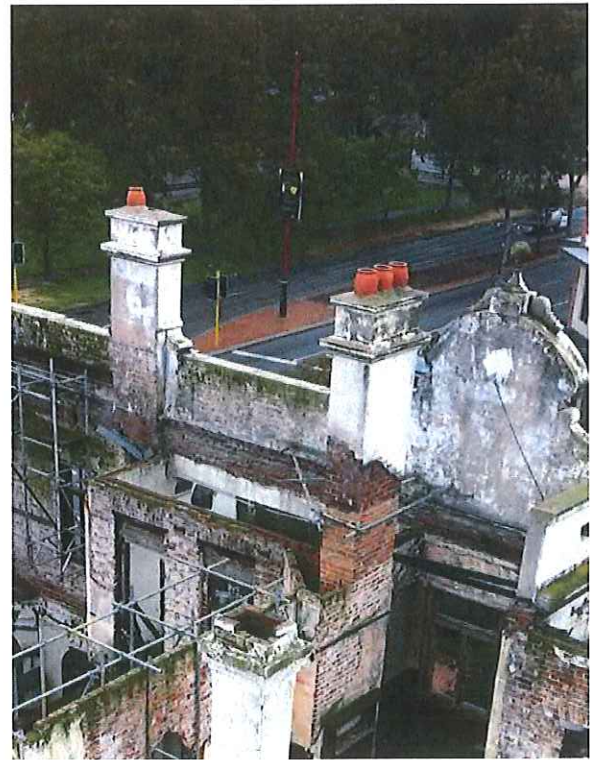


Fig 30. View towards Johnson Street

## 5. Zones of Significance

Identifying levels of significance provides a useful tool to guide conservation actions. Greater care is to be taken for fabric and elements of more significance. Adaptation, and in some cases, removal of fabric is possible for elements of lesser significance. Generally the following principles should apply to the future adaptation of the Guildford Hotel:

- Items identified as having considerable significance should be retained and conserved. They may be sensitively modified in keeping with the overall aims of the conservation policy.
- Items identified as having some significance should be retained and conserved, where possible. If removed, their significance should be recognised through an archival record.
- Items identified as having little significance may be removed or modified to suit a future use.
- Items identified as intrusive should be removed when no longer in use.

The following principles have been applied to the Guildford Hotel, which has resulted in the following recommendations for the grading of the existing fabric:

### Considerable Significance

Exterior presentation, including:

- External masonry walls
- Two-storey verandahs on both street fronts
- Timber windows (sash and casement on all elevations)
- Timber eave brackets
- Chimneys

### Some Significance

Original interior fabric where it remains extant, including:

- Timber floors and skirtings
- Decorative archways
- Fireplaces and surrounds
- Pressed tinned wall panels

### Little Significance

More recent kitchen and bathroom facilities

### Visually Intrusive

Steel bracing to front facade



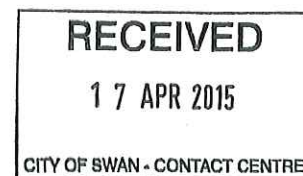
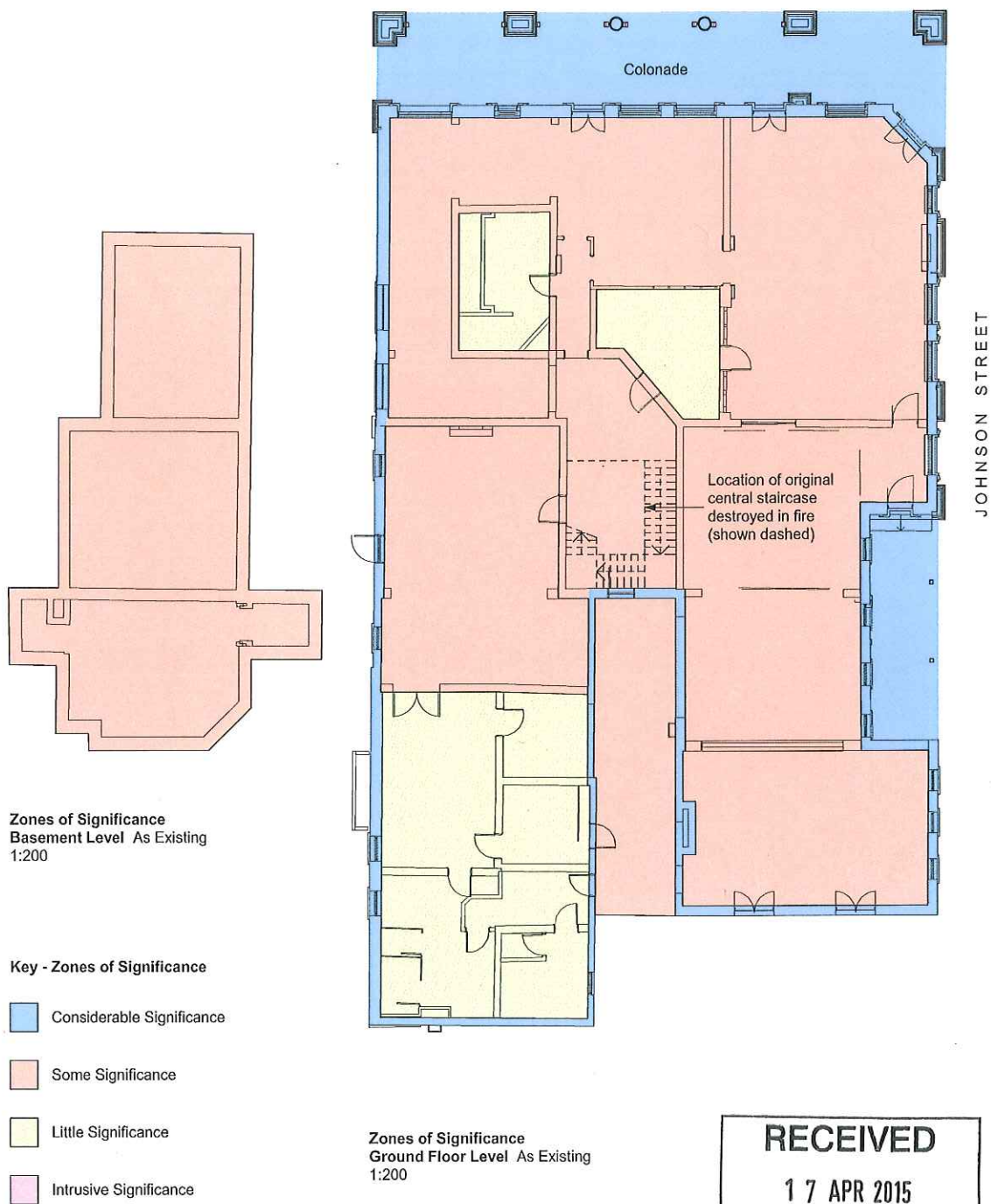


Fig 31. Zones of Significance Plan - Ground Floor



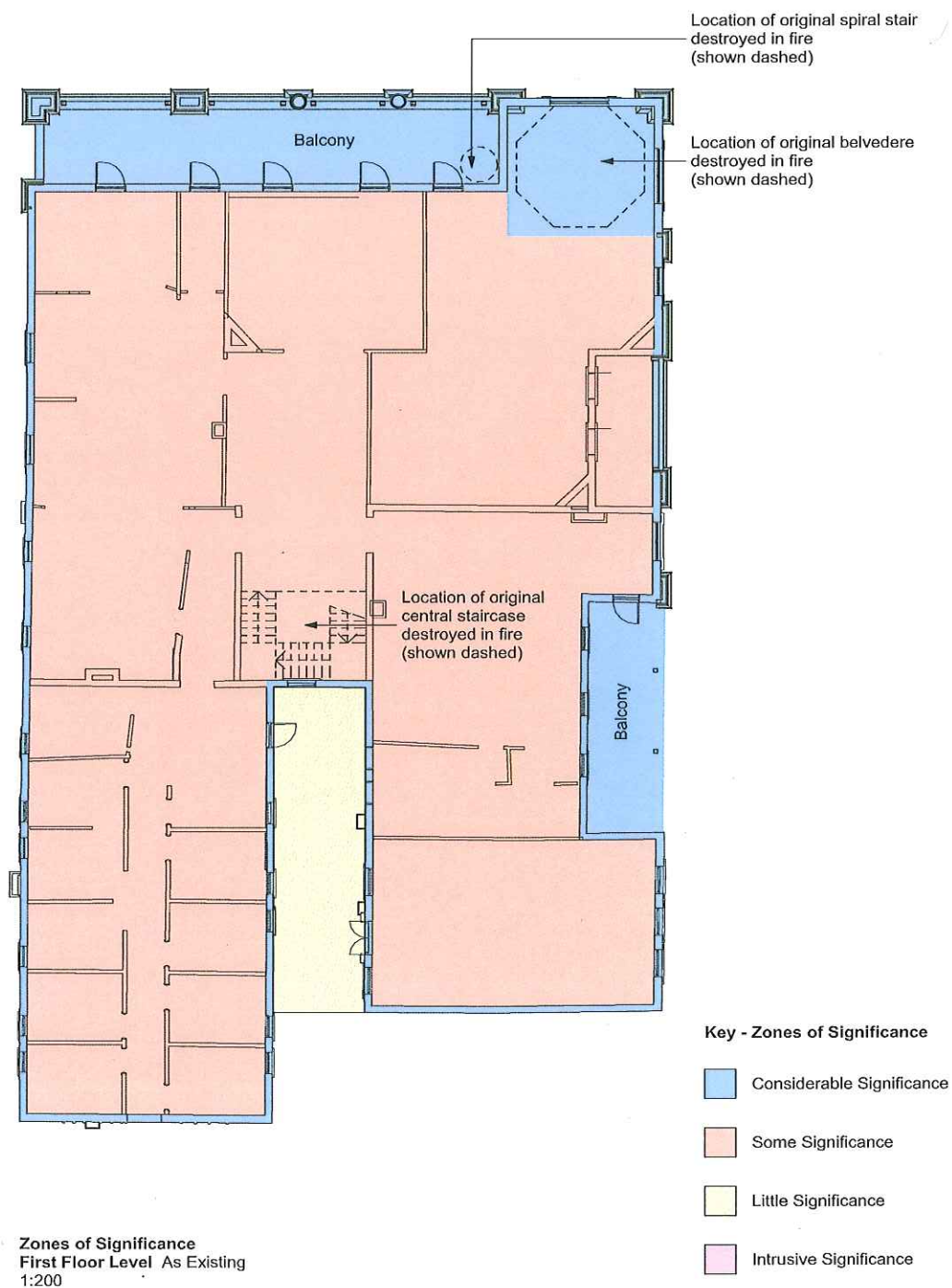
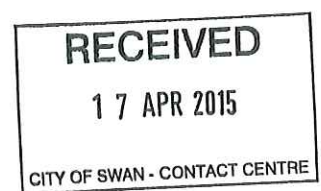


Fig 32. Zones of Significance Plan - Ground Floor



## 6. Principles of Conservation

Guildford Hotel is a place of considerable cultural heritage value and as such requires the application of best practice in the conservation of its fabric.

Conservation is defined by the ICOMOS Burra Charter as *'all the processes of looking after a place so as to retain its cultural significance'*. The Burra Charter is the guiding document for the conservation of significant heritage places and forms the basis of the following principles, which we recommend are adhered to in the future conservation works.

### Generally

The conservation works within this Schedule relate to the significant heritage fabric that is to be retained, conserved and reconstructed to allow the sustainable and ongoing survival of the Guildford Hotel. The approach adopted in any conservation work is 'as much as necessary, as little as possible' and this will form the basis of all works suggested.

### Reuse

The first priority when undertaking any repairs should be to reuse as much of the existing fabric as possible. Preservation of the authentic fabric should take precedence over cosmetic considerations. For instance, the areas of plaster that are still bonded to the walls should be retained and conserved. If charred timbers are still structurally sound they should be retained and re-used rather than replaced with new.

### Like for Like

As a general principle, conservation works should be carried out on the basis that any material items that need to be replaced should be done so by replacing like for like. If an item is so degraded that it must be replaced, the new item should preferably match that which it replaces in material, style, pattern, finish, colour etc. A new part should be discernible from close inspection and no attempt made to artificially age it. This principle should be applied to all levels ranging from whole components such as roof structure and flooring, down to roof cladding and guttering profiles.

### Avoid Needless Loss

Where only one part of a component is broken, consideration should be given to repairing that part rather than replacing the whole component. If possible, the part should be left in place and repairs should be carried out without removal or damage to the unbroken part. In particular, sound parts should not be broken to remove them unnecessarily from components. For example, where there has been decay of the brick masonry unit, instead of replacing the brick it can be carefully removed and turned to expose a fresh unweathered face.



## 7. Building Condition Assessment Report

The condition of the structure was assessed by TPG, based on site visits carried out between June and July 2014.

### Methodology

The following sections have been set out in general accordance with the format outlined by the State Heritage Office of Western Australia for preparing Building Condition Assessments. The building is generally in a very poor condition with the individual elements varying from fair to very poor.

### Limitations

The report is intended to be as comprehensive as possible, however the following qualifications apply:

- The inspection was carried out from ground level around the interior and exterior of the buildings, and as some areas of the building are concealed from view it is probable that this report does not identify all the potential defects in the building. Therefore the extent of the works listed must be considered provisional and for budget purposes only.
- No testing, monitoring or taking of samples has been carried out in relation to asbestos, material testing or other analysis of the constituent fabric. These are to be carried out as a separate commission.
- No inspections or calculations of a structural engineering nature were carried out. This report is designed to be read in conjunction with the Structural Engineer (Airey Taylor Consulting) report dated 18 July 2014.

Condition Rating Codes			Priority Ranking Scale	
A	Excellent	<ul style="list-style-type: none"> <li>No defect</li> <li>As new condition and appearance</li> </ul>	1	Urgent Works To be commenced within 6 months to avoid further catastrophic damage of the fabric
B	Good	<ul style="list-style-type: none"> <li>Minor Deterioration</li> <li>Superficial wear and tear</li> <li>Major Maintenance not required</li> </ul>	2	Medium term Works Works that need to be carried out as part of the base build
C	Fair	<ul style="list-style-type: none"> <li>Damaged</li> <li>Worn finishes require maintenance</li> <li>Services are functional but need attention</li> </ul>	3	Long term works Works to be included in the long term strategy for adaptive re-use
D	Poor	<ul style="list-style-type: none"> <li>Failed but retrievable</li> <li>Badly deteriorated</li> <li>Potential structural problems</li> </ul>		
E	Very Poor	<ul style="list-style-type: none"> <li>Failed and Not retrievable</li> <li>Not operational</li> <li>Unfit for occupancy or human use</li> </ul>		



Element	Condition	Comment on Condition	Recommended Remedial Action	Extent	Priority
<b>Preliminary and Investigatory Works</b>					
Removal of Debris	E	Collapsed debris, vegetation and pigeon droppings now soil the whole building extensively causing further damage to floor timber. There are also areas of flooring which are unsafe to walk on.	Remove all debris from the building to allow a safe working environment.  Examples of timber and brick to be retained where deemed re-usable by heritage consultant.  Intact or high quality examples of plaster or timber decorations are to be salvaged to inform later restorations.  Convict bricks where identified should be retained and used in future interpretation. These bricks can be identified as they have a marking/indent on one face.	100% of debris cleared.	1
Strip out	E	Former electric and plumbing services are redundant and require removal.	Strip out all electric cables, light fittings, pipework, boilers, air-conditioning systems, WC fit outs that are unusable.	All redundant services and related fittings to be removed.	1
Removal of loose plaster	E	Much of the plaster both on lath and on to masonry has been heavily damaged either by the fire or subsequent water penetration and is failing in sheets, which pose a safety concern to work in the building. Removal of this fabric can also allow a better understanding of the structural condition.	Carefully remove plaster from the ceiling and walls where it is beyond the point of repair; i.e. where the plaster has become friable and delaminated.	Allow for 30-40% of internal plaster to be removed.	1
Remove floor boards	E	Floorboards are in varying condition across the building and pose a risk to those working in the building.	Floorboards that are rotten should be removed from the building and disposed of off site.  Timber flooring that is re-usable is to be left in situ and brought into alignment to fix steeping  Temporary 25mm thick plywood covers are to be placed over the existing floor during the forward work to provide a safe working platform.	Allow 90% of flooring to be removed and disposed of.  Allow 100% of the workable floor space.	1
Inspect structure	NA	Allow structural engineer to carry out further inspection of the brick substrate once localised areas of plaster have been removed.	TBC	TBC	1
<b>External</b>					
Roofing	E	The roof is almost entirely missing or ineffective but what remains on the southern portion of the roof is acting as lateral bracing. The northern portion of the roof is precarious and should be removed.	As a matter of urgency a new roof should be constructed that protects the interior from further damage. This can be either temporary or permanent in nature.  To allow new roof; remove existing roof structure.  New permanent roof should match that of pre fire both in structure and cladding as close as practicably possible. Original roof timber should be used where possible.	Allow for 100% new permanent roof.  To be clad in Heritage Galvanized Z600 (available through Revolution Roofing).	1

Element	Condition	Comment on Condition	Recommended Remedial Action	Extent	Priority
Belvedere	NA	The belvedere was an iconic part of the Guildford townscape that has been lost because of the fire.	Based on archival records this iconic corner element will be reinstated.	Allow for construction of belvedere structure to be in accordance with architectural and engineering specifications.	2
Chimney	C	Brick chimneys are prominent feature and contribute to the building's significance. Their precarious freestanding nature is considered a hazard. There are some open joints and cracked render noted also.	<p>Assess the long term structural stability of the chimney. In accordance with structural engineer's instruction the chimneys should be temporarily stabilised.</p> <p>Repoint where necessary with a mortar to match original in function and appearance.</p> <p>Re-bed loose or missing bricks with 1:1.6 mortar.</p> <p>Remove flaking paint.</p> <p>Repair cracked render (if rendered) with material to match original performance.</p> <p>Repaint in white colour to match existing.</p>	<p>Stabilise chimneys 100%</p> <p>Repointing and render: repair 50%</p> <p>Reinstate chimney pots where they are missing.</p>	1
Rainwater Disposal	E	<p>There is no effective rainwater disposal system due to there being no roof.</p> <p>An entirely new rainwater disposals system should be incorporated into the roof. This should be a like for like replacement for the original. All downpipes should be connected to effective soakwells that remove water from footings.</p>	<p>Downpipes and guttering to be replaced with galvanized steel profile to match original.</p> <p>Repaint new guttering and downpipes.</p> <p>Reconstruct soakwells to allow free drainage at footings.</p>	<p>Allow 100%</p> <p>100%</p>	1
External Stucco	C	The decorative stucco work to the facade of the northern and eastern elevations has localised areas of cracking which require cosmetic remediation. The structural report does not note any serious concerns.	<p>Carry out detailed inspection of facade to determine full extent of cracking and delaminating stucco from substrate. This should be done in conjunction with a specialist consultant.</p> <p>Carry out analysis of render to determine suitable repair material.</p> <p>Cut out and repair cracks and delamination where identified.</p>	<p>Inspection 100%</p> <p>Repair stucco allow 25%</p>	2
Brick Masonry	C	<p>The red brick masonry dates from at least three periods of construction. There are varying levels of decay across the building. There are some localised areas of fretting which are quite severe around ground level and in the basement.</p> <p>Some areas of pointing mortar are also missing and friable both to tuck pointed areas and general construction</p> <p>Cracking is also noted in some areas due to movement.</p>	<p>Where bricks are demonstrating more than 50% decay of the face these should be replaced with a brick to match existing.</p> <p>Where pointing mortar is friable and can be removed with a light brushing it should be replaced with a mortar to match existing including repair or reinstatement of tuck pointing to face brick facades.</p> <p>Coating exposed brick masonry is not generally recommended as it can cause salts to be trapped in the brick units which can lead to long term degradation. If external brick were to be coated a breathable silicate primer would be a possibility.</p>	<p>TBC on site. Allow 10% of rebuilding.</p> <p>Repointing 75%</p>	2



Element	Condition	Comment on Condition	Recommended Remedial Action	Extent	Priority
External Doors	C	Although the doors remain in situ on the northern and eastern sides, the building is open to the south elevation and requires securing temporarily. Original doors, which survived the fire, are to be retained and re-used.	Retain doors until future use is determined. If they are to be retained then they should be inspected in detail to determine longevity.  Temporary security by inserting ground floor stud wall and door until such time as the south end of the building is redeveloped.	NA	1/3
External Paint	C	External paint scheme ideally should be based on historic precedent and can be determined through archival and paint scrape analysis.	Carry out paint scrape analysis. Paint building in a suitable external paint system for substrate and environment. To be agreed on in collaboration with heritage architect.	100%	2/3
Windows and Doors	D	All original timber frames and windows exist in situ. With widespread paint decay and majority of glazing missing.  External doors are generally in situ and secure.	Remove all remnants of smashed and broken glazing prior to removing windows for reglazing, re puttying and rejuvenation of timber bringing them back into a full working order.  Repaint timber windows and doors. If windows and doors are deemed unsalvageable then they should be replaced like for like.	100%  ** future use needs to be considered in relation to window glazing and finishes.	2
Demolition	NA	The external walls and associated structure are salvageable.  The steel bracing to the facade is considered intrusive and should be removed.	None	NA	NA
<b>Internal</b>					
Ceiling	E	The lath and plaster ceilings are almost entirely beyond repair. However there are localised areas on the ground floor that could be retained for re-use, The most intact example of plaster ceiling roses and cornices appear to have been removed already.	Ceilings should be reinstated in a form that replicates the original. This should be informed by photographic evidence and salvaged elements.  The lath and plaster ceiling cannot be restored. They should be removed.  Salvaged ceiling roses and cornices should be reinstated or used in conjunction with archival evidence to inform facsimiles. These should only be located where they were originally.	TBC on site. Allow for 100% new ceilings.	2
Internal walls	D	The internal walls are a mixture of brick partitions with plaster on the hard and stud wall partitions comprised of lath and plaster or plasterboard depending on the period of construction.  The plaster is failing in sheets. The first floor is worse than ground floor.	Retain and reattach debonding plaster where it is deemed possible. This can be done with fixings on timber work or with a specialist bonding agent on masonry.  Where brick is to be left exposed it can be brushed down to remove loose material before being repaired (where necessary) and treated with a sealer to be approved prior to application.	Reattach and repair approx. 60% of existing plaster.	2

Element	Condition	Comment on Condition	Recommended Remedial Action	Extent	Priority
Floors	E	<p>The floors are largely timber structure with tongue and groove boards. The water ingress has caused varying decay to the boards but the structure appears sound from where visible.</p> <p>Some terrazzo was noted around the hole which was once the basement; most of this has been salvaged.</p> <p>Concrete slab is located in bathrooms.</p>	<p>As mentioned above. The floors are to be retained and activated where possible.</p> <p>Repair floors in a like for like fashion replacing those boards which can no longer be used with examples to match existing.</p> <p>Back of house areas may receive an alternative treatment such as vinyl, epoxy, tile on screed/concrete.</p>	TBC on site.	2
Joinery	D	<p>Timber work including skirtings, dado rails and cabinetry is in a very poor condition but some examples remain for reproduction.</p>	<p>Skirtings should be reinstated to match original profile based on examples existing.</p> <p>Other internal joinery can be restored or removed to reflect new tenant's requirements.</p>	<p>100%</p> <p>TBC</p>	2/3
Paint / decor	E	<p>The entire building will require new interior. Previous paint schemes have emerged with the weathering of the walls and revealed some interesting colours/ patterns. There has also been some interesting graffiti appear. Consideration should be given to the future decor that includes the full history of the building.</p>	<p>Agree suitable paint schemes with heritage architects. Strong consideration should be given to use decor as an interpretive tool to understand the building's history and significance.</p>	100%	3
Fixtures and fittings	E	<p>There are a number of fixtures and fittings which do not relate to the original building and were part of the 1991 redesign. These include ceiling roses, wall vents, pressed tin, false ceilings and picture rails.</p> <p>The most significant fabric appears to have been salvaged already but some terrazzo flooring remains as do the fireplaces.</p>	<p>Retain the original fireplaces/ mantels and remaining window brass window fittings and restore them.</p> <p>Later additions to the building can be restored or removed to suit the new tenant .</p>	<p>100%</p> <p>TBC</p>	3



## 8. Schedule of Conservation Works

### Urgent Works (to be completed within 6 months)

The works contained within this report are considered to be the necessary work to prevent further deterioration of the heritage fabric (identified as priority 1 works), to conserve the fabric (priority 2 works) and to allow the building to be adapted for future use (priority 3 works). The Guildford Hotel is in a state of ongoing decay and requires urgent conservation and re-use. Before this can happen there is required urgent site clearance works that will remove the debris and unstable fabric. The following works are considered the most urgent to allow work to be carried out:

1. Remove all debris including areas of collapse, pigeon droppings and other organic soiling
2. Remove lath and plaster or other ceilings which are unstable and cannot be retained
3. Remove floor boards that are rotten beyond repair
4. Realign floor boards that are steeppling
5. Provide temporary floor covering
6. Remove decayed and heavily charred timbers and dispose off site if deemed unusable
7. Protect the first floor structure
8. Prop walls in accordance with Airey Taylor structural recommendations
9. A roof covering is of utmost importance to protect the remaining internal fabric, stabilize walls and stop weathering of the wall heads.

### Medium Works (Base Build)

The owners of the building are understood to be in discussion with the Publican Group to establish the full extent of what is required to allow the future tenancy to move in. It is recommended that these works should, as a minimum, allow for the ground floor to be fully utilised in a manner that preserves the fabric of considerable significance. It would be highly desirable to reinstate the first floor and stairs.

### Long Term Works

To finish the building to a habitable standard, there is a requirement to conserve the fixtures and fittings that contribute to the building's cultural heritage significance. There is an equally pressing need to give this building a vibrant and exciting use that conserves and enhances the function of the building.

The catastrophic fire that led to the current condition has augmented the social value and contributes to its significance. Specifically, the community has and continues to maintain a strong and valid interest in seeing this important local landmark restored and activated. It is therefore advisable not to disregard or erase this aspect of the place's history. This aligns with article 15.4 of the Burra Charter 'the contributions of all aspects of cultural significance of a place should be respected'.

Hence the long term works should seek to retain some layers of this more recent history and consider the reconfigured roof arrangement to be an approach that will help tell the story of this event and encourage visitors to engage with the building and its past. It will also help interpret the extent of the original 1885/86 Hotel, which as can be seen from the sequence of development was a substantially smaller and modest structure.

## 9. Recommended Maintenance Works Schedule

Maintenance of the place includes informed supervision of minor and major works and vigilant attention to security in order to reduce deterioration and to protect the place from the risk of future fires, vandalism and theft.

The following maintenance program should be carried out by the owners or, through agreement, the occupiers of the place. Any repairs should be undertaken in accordance with the conservation policies and with appropriate specialist advice from professionals skilled in conservation work.

### Prior to and during Conservation Works

Ensure all access gates are chained and locked and that the perimeter fence is adequate with no sign of breaches.

Ensure the inside of the building and yard is free from trash and combustibles.

Check for graffiti and remove/paint over immediately.

### After Conservation Works

#### Weekly

- Ask cleaners/building users to report any defects they note, including broken windows or hardware, leaks in the roof etc.
- Check all fire fighting equipment and detection devices are in operational order and ensure all points of egress remain clear.

- Check doors and windows are locked and security systems are operational.
- Change defective light bulbs and fuses and monitor the electrical system.

#### Quarterly

- Inspect roof cladding, flashings and rainwater goods, and repair as necessary. Ensure that all gutters are free of debris and check that gutters and downpipes flow freely.
- Check all electrical fittings, switchboards, etc. to maintain in a safe condition.
- Check all plumbing services for leaks.
- Clean all light fittings.
- Check all doors and door hardware is operational and repair or replace as required to ensure security and access requirements are met.
- Check all windows and window hardware is operational and repair or replace as required to ensure security and access requirements are met.
- Clean windows and concurrently check window hardware and ensure locks and hinges are in working order.



## Annually

- Inspect for termites and other vermin and treat as necessary.
- Inspect structure for cracks and signs of movement or other failure and repair as required.
- Check render finishes for deterioration and repair damaged elements.
- Check joinery, metalwork, render and paint finishes for deterioration and repair damaged elements.
- Check drainage systems to ensure in working order.
- Carefully clean external brickwork to remove any harmful atmospheric deposits and/or graffiti.