

## **The Diocese of Leeds**

Report & Valuation of

The Former Convent at  
Former Upton Street/North Bank Road  
Batley  
WF17 8PH

14 October 2024



Sanderson  
Weatherall

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Sanderson  
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# Contents

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- 1. Summary ..... 1**
- 2. Instructions ..... 2**
  - 2.1. Purpose of Valuation..... 2
  - 2.2. Asset Type & Classification..... 2
  - 2.3. Scope of Instruction ..... 2
  - 2.4. Assumptions..... 2
  - 2.5. Valuation Procedure ..... 3
  - 2.6. Conflicts of Interest..... 3
  - 2.7. Liability..... 3
- 3. The Property..... 4**
  - 3.1. Location ..... 4
  - 3.2. The Site ..... 4
  - 3.3. Description & Construction..... 5
  - 3.4. Accommodation..... 5
  - 3.5. Development Proposals ..... 6
  - 3.6. Repair & Condition..... 6
  - 3.7. Services & Amenities ..... 6
  - 3.8. Statutory Enquiries ..... 6
    - 3.8.1. Highways..... 6
    - 3.8.2. Planning ..... 6
    - 3.8.3. Property Taxation ..... 7
  - 3.9. Environmental Issues..... 7
    - 3.9.1. Asbestos ..... 7
    - 3.9.2. Flooding ..... 7
    - 3.9.3. Invasive Plant Species ..... 7
    - 3.9.4. Energy Performance Certificates ..... 8
  - 3.10. Tenure & Tenancies..... 8
- 4. The Market..... 9**
  - 4.1. Market Commentary ..... 9
- 5. Valuation.....15**
  - 5.1. Valuation Considerations .....15
  - 5.2. Valuation Opinion .....18
- 6. Terms of Engagement and Guidance for Clients.....19**
  - 6.1. Extent of Investigations Undertaken .....19
- 7. Appendices.....20**

# 1. Summary

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## Our Reference

AWE/kb

## Report Date

14 October 2024

## Client

The Diocese of Leeds

## Purpose of Valuation

To assess the viability of repairing and refurbishing the former convent building. We understand our report will be provided to Kirklees Council in consideration of the viability or otherwise of refurbishing the building as part of a current planning application. We shall be happy to answer any questions from Kirklees Council.

## The Property

Former convent at Former Upton Street/North Bank Road, Batley, WF17 8PH.

## Description

Two storey premises over basement extending to 272m<sup>2</sup> (2,928ft<sup>2</sup>). The total site including the adjoining former school extends to approximately 0.26 hectares (0.64 acres). Within this, the boundary of the former Convent and garden extends to 0.056 hectares (0.14 acres). This includes a frontage to North Bank Road.

## Tenure

The property is held by way of freehold.

## Tenancies

None.

## Basis of Value

We are asked to assess the property having regard to its end value when completed less the costs of repair and refurbishment. Accordingly, our valuation in MV1 is prepared on this basis.

NB This summary should be read in conjunction with the full report attached hereto.



## 2. Instructions

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We refer to your recent instructions to assess the viability of refurbishing the property. We are pleased to report as follows.

### 2.1. Purpose of Valuation

To assist The Diocese of Leeds in its assessment whether to refurbish the former convent as part of a wider scheme to redevelop the former school premises and adjoining land.

### 2.2. Asset Type & Classification

It is our understanding that the asset to be valued is a freehold asset.

### 2.3. Scope of Instruction

The property has been valued on the basis requested, as defined in VPS4 of The Red Book and in our Terms of Engagement and Guidance for Clients.

You have specifically requested our opinion of value having regard to the end value of the completed property but taking into account the expected costs of repair of the structure and then subsequent refurbishment.

In accepting your instructions, we confirm the following:

The valuation date is 14 October 2024.

That we carry Professional Indemnity Insurance on a per claim basis which is adequate in respect of this instruction.

This report has been prepared by Andrew W Ellis BSc (Hons) MRICS (Partner, Corporate Real Estate) who accepts responsibility for this report, has sufficient skills, knowledge and understanding to provide an unbiased and objective valuation and undertake this instruction competently, is a member of the RICS Valuer Registration Scheme and is qualified to provide this advice as an External Valuer in accordance with PS2 and VPS3 of the RICS Valuation – Global Standards (January 2022) and has been reviewed and approved, but not undertaken by Neil Bestwick BSc (Hons) MRICS (Partner).

The property was inspected on 18 July 2024 in dry, fine weather conditions.

### 2.4. Assumptions

You have provided a document prepared by AHR Architects and Building Consultants (“AHR”) into the current state of the building and the works required to be undertaken. These costs are split between the items of repair to the structure and then in terms of refurbishment to get the building to a useable standard. The works of repair relate to the very significant structural movement within the building and which was evident to us when we marketed the site for sale in 2017/2018 and also at the time of our recent inspection. Both elements are then subject to professional fees, statutory costs and vat.

The asset has been valued in GB Pounds (£).

We append a report on the property, including description and notes as to location, extent and features of the site, construction and accommodation of the building, their apparent condition and the results of enquiries of the various authorities. We also include an extract of the Ordnance Survey plan showing the extent of the site, as we understand it to be, outlined in red and include some photographs.

Details of the extent of the property, tenure, tenancies, permitted uses and related matters have been supplied by you and your property advisors, AHR . Where possible this information has been checked on site.

We have not made any investigations into the Capital Allowance position in respect of the subject property in the preparation of this valuation; we recommend that you make your own investigations to satisfy yourselves in this respect.

## **2.5. Valuation Procedure**

This valuation has been prepared in accordance with the RICS Valuation – Global Standards (January 2022), the UK National Supplement (October 2023) published by the Royal Institution of Chartered Surveyors (“The Red Book”) and the IVSC International Valuation Standards (IVS).

We refer you to our “Terms of Engagement and Guidance for Clients” appended to this report. This document describes in detail the work which we have and have not undertaken in compiling this report and valuation on your behalf.

## **2.6. Conflicts of Interest**

As you know we have acted for The Diocese of Leeds in the marketing of this building and the adjoining former school property and site in 2017/2018. Recently you have asked us to provide advice on the marketing of that property. This previous involvement should be disclosed in this report, but we do not believe that it causes any conflict of interest. We also provide formal valuation advice to Kirklees Council in respect of its property assets.

The advice provided herein is our full and complete opinion.

## **2.7. Liability**

Our valuation is provided for the stated purpose and is for the use of the addressee only and no responsibility is accepted to any other party for the whole or any part of its contents. In particular, no liability is extended to any financial institution or similar party in the event of them obtaining a copy of this report.

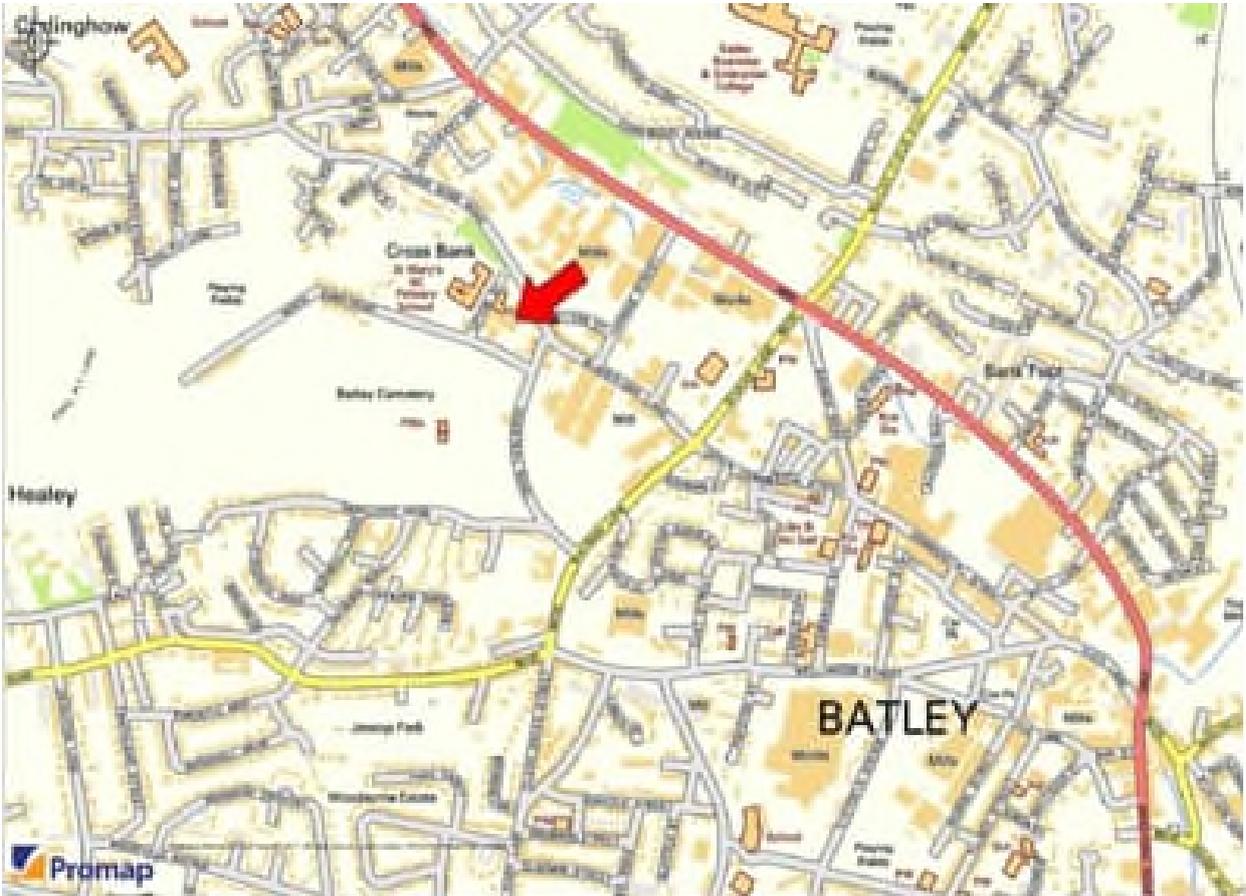
Neither the whole or any part of this report, or any reference thereto, may be included in any document, circular, or statement nor our opinions of value disclosed without our prior written approval of the form and context in which they will appear.

# 3. The Property

## 3.1. Location

The property is located on the northern side of North Bank Road at the junction with the private access road to St Mary’s Catholic Primary School and St Mary’s Church. This access road, previously known as Upton Street is gated for school safeguarding and security reasons. The convent is situated directly fronting this access road. The former school building is proposed to be demolished in part with the balance refurbished for parish use. Beyond the school building is St Mary’s Church and Presbytery. St Mary’s Catholic Primary School is located to the west of the access road. Batley Cemetery is to the south of North Bank Road. The surrounding area comprises no better than fair quality residential property.

The general location of the property is illustrated on the following Ordnance Survey extract.



Not To Scale

## 3.2. The Site

	<b>Approximate Areas</b>
Site Area	0.056 hectares (0.14 acres)
Frontage to access road	35 metres (114 feet)
Frontage to North Bank Road	16 metres (54 feet)



## Notes on Site

The gardens are overgrown. There is a small prefabricated garage accessed from the Access road.

The extent of the site boundary as we understand it for this assessment comprises the convent and gardens to the east and south. The area to be valued here is assumed to be as shown edged red on the attached Ordnance Survey extract (see Appendix II). This would provide a total site of 0.14 acres; significantly larger than usually would be conveyed and therefore reflected in our valuation on completion.

### 3.3. Description & Construction

The convent is constructed partly of stone and partly of brick beneath a pitch slate covered roof. It is constructed principally over two storeys over basement albeit with some single storey parts. It is arranged to provide a lounge, kitchen, visitors bedroom, bathroom and community room to the ground floor together with four bedrooms, bathroom, shower room, chapel and sacristy to the first floor. On completion of any refurbishment it would provide a substantial 5 bedroom detached property in large grounds.

Front Elevation



### 3.4. Accommodation

Description	Approximate Gross Internal Floor Area	
	m <sup>2</sup>	sq ft
<b>Basement</b>		
Basic Storage	N/A	N/A
<b>Ground Floor</b>		
Lounge, Visitors Room, Bathroom, Kitchen, Community Room, Laundry	136.0	1,464
<b>First Floor</b>		
Four Bedrooms, Bathroom, Chapel, Sacristy, Shower Room	136.0	1,464
	<b>272.0</b>	<b>2,928</b>

The above areas have been ascertained from measurements taken during our inspection.

**3.5. Development Proposals**

None. We understand The Diocese of Leeds is proposing potentially to redevelop the wider site area. However, for the purposes of our valuation we are to assume reuse of the convent building for residential. We are further to assume that it would be sold with the area of land last used as the convent and which is shown edged red in Appendix II.

**3.6. Repair & Condition**

We have been involved in this property for nearly 10 years and at the time of our first inspection it was noted that the building was in a dilapidated state. Most concerning was the significant cracking within the structure indicating significant structural movement and settlement. This was a concern to us at the time when we marketed the whole property and in taking applicants into the building. We understand the building has continued to move. You have provided to us a condition report prepared by AHR which sets out in detail the defects identified and the proposed costs to repair. Copies of this original report and updated costs as at April 2024 are attached in Appendix III. The photographs in Appendix IV are taken from the AHR report. In summary the advice from AHR is that the costs to repair the main structure to make it safe total circa £346,088 as at April 2024. In addition, the cost to refurbish the property for residential use is estimated at a further £251,441 as at April 2024. The total cost therefore to repair the property and make it habitable is £597,528. These costs include professional fees, statutory costs and vat, and so have not been added separately in our appraisal as usually would be the case.

**3.7. Services & Amenities**

Mains services:	Mains gas, water and electricity is available but will need to be reconnected.
Heating:	To be replaced.
<b>Electrics</b>	<b>To be replaced</b>

None of the above services were tested during the course of our inspection of the property.

**3.8. Statutory Enquiries**

**3.8.1. Highways**

We understand that the access road fronting the property is in private ownership. We understand North Bank Road is adopted and maintained by the local authority. We are not aware of any highway proposals for the area likely to adversely affect the property.

**3.8.2. Planning**

We understand St Mary’s Church is Grade II Listed and that the former school and convent are also listed under curtilage designation. We understand the last use was as a convent. We assume the property could be converted for us as residential. We also assume that the repair and refurbishment works will be permitted. We have made no allowance for any costs, delay or risks in obtaining such consents. If so this would reduce the viability further.

We are not aware of any proposals for the area likely to adversely impact the property.



### 3.8.3. Property Taxation

From the Valuation Office Agency website we understand the Council Tax Assessment was deleted with effect from 1 April 2020.

We understand prior to this the property was assessed as Council Tax Band E.

## 3.9. Environmental Issues

We are not Chartered Environmental Surveyors and we have not been instructed to make any investigations, in relation to the presence or potential presence of contamination or other environmental features in land or buildings or affecting the property. We have not carried out any investigation into past uses, either of the property or any adjacent land, to establish whether there is any potential for contamination from such uses or sites, and have therefore assumed that none exists. In practice, purchasers in the property market do require knowledge about contamination and other environmental factors. A prudent purchaser of this property would be likely to require appropriate investigations to be made to assess any risk before completing a transaction. Should it be established that contamination does exist, or the property is affected by other environmental factors, this might reduce the value now reported.

### 3.9.1. Asbestos

As referred to in our Terms of Engagement and Guidance for Clients, our inspection of the property does not constitute a survey in compliance with Government Directives and as such we will not comment in detail on any potential asbestos containing materials believed to be present in the property.

We have not had sight of an Asbestos Register for this property, however the building is of an age where we believe asbestos containing materials may be present and we would recommend further investigation in this respect.

Our valuation assumes the findings of an asbestos survey would not be valuation significant. Again the viability would be adversely affected if asbestos removal/containment works are necessary.

### 3.9.2. Flooding

From online enquiries made of the Environment Agency data available via the gov.uk website, we understand that the subject property is assessed as having a very low risk of flooding from rivers and sea. A very low risk is a less than 0.1% annual probability of flooding. This takes into account the affect of any flood defences in the area. These defences reduce but do not completely stop the chances of flooding as they can be overtopped, or fail.

The property is assessed as having a medium risk of flooding from surface water. Medium risk is assessed as between 1% and 3.3% annual probability of flooding. Again this takes into account the affect of any flood defences in the area. These defences reduce but do not completely stop the chances of flooding as they can overtop or fail.

### 3.9.3. Invasive Plant Species

During our inspection of the property the presence of invasive species was not noted, however our investigations were not exhaustive and we cannot therefore categorically state that none were present. We understand the school grounds have been treated for Japanese knotweed. The cost of remediation have

already been incurred and therefore not been included in our viability calculation. Any potential purchaser should make their own investigations in this respect, especially if redevelopment is considered. If invasive species are found to be present on site, this may reduce the valuations herein reported.

#### 3.9.4. Energy Performance Certificates

From our enquiries of the Register we have been unable to identify a current (or even lapsed) EPC.

As of 1 April 2020, landlords cannot let, or continue to let, domestic, private rented properties (which includes Assured Tenancies and Rent Act Tenancies) where there is a valid EPC with a rating of F or G. These properties are categorised as “sub-standard” under the Minimum Energy Efficiency Regulations (MEES). If such a property does not currently have a valid EPC, landlords should consider whether an EPC is now required.

There are various exemptions from the MEES regime, but these are very limited and are only temporary. Sometimes, the exemption will simply allow the landlord a period of time to make the improvements to bring the property up to the required standard. The principal exemptions are:

- Devaluation: if a landlord can prove that undertaking the relevant energy efficiency improvements would reduce the market value of the property by more than 5%.
- High cost: if a landlord can prove that the cost of buying and installing the cheapest recommended improvement is more than £3,500.
- New landlord: in specified circumstances or, from 1 April 2020, if someone becomes a landlord e.g. buys an interest in a sub-standard property that was already let on an existing tenancy.
- Third party consent: if a landlord needs the consent of a third party to do the improvement works, but cannot obtain such consent.
- Wall Insulation Exemption: where certain recommended wall insulation systems cannot or should not be installed even though they do not exceed £3,500.

Any exemption must be registered on the Private Rented Sector Exemptions Register, together with supporting evidence.

Furthermore, after consultation in late 2021, the government announced that there were to be changes to the minimum energy efficiency standards for England and Wales and residential rental properties would need a minimum EPC rating of 'C' or above by 2025. However, that deadline has recently been withdrawn.

#### 3.10. Tenure & Tenancies

We understand the property is held by way of freehold title.

We have not examined the title documents nor have we been provided with a report on title in respect of the subject property. We therefore assume that the freehold interest is not subject to any onerous restrictions, charges, easements or rights of way and is in all respects good and marketable. We recommend that legal advice is taken to verify our assumptions to be correct.

## 4. The Market

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### 4.1. Market Commentary

#### Residential Market Commentary

##### Owner Occupier Market

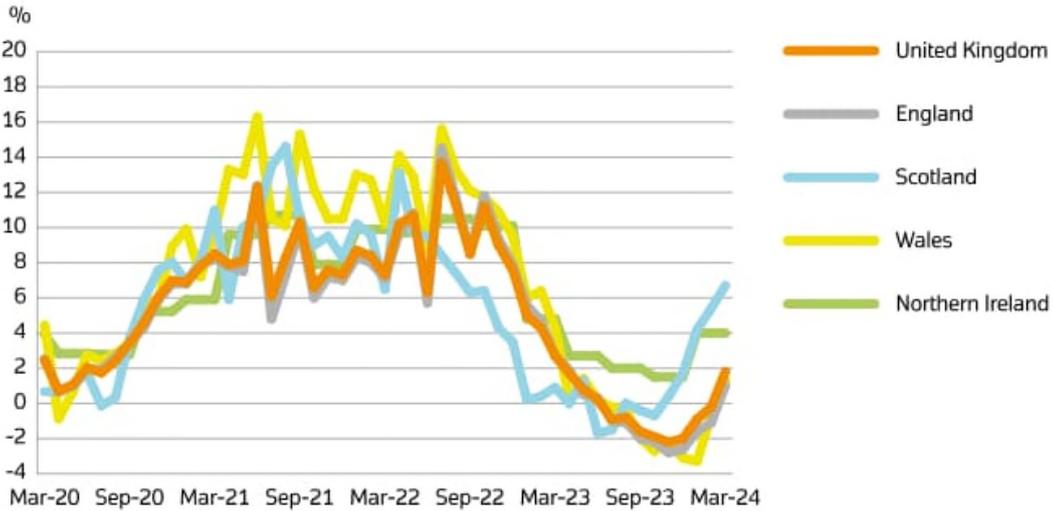
Since the start of the Covid Pandemic, the UK residential property market had been remarkably resilient, initially aided by the stamp duty (SDLT) holiday effective for the first £500k of a purchase in England and Northern Ireland. Transactional activity had slowed through late 2023 after the Bank of England Base Rate hit 5.25%, but since the turn of the year has begun to show some signs of recovery, albeit with a slight stutter recently, as mortgage rates once again began to move upwards, with the RICS monthly Residential Property Market Report (April 2024) reporting slightly diminished numbers of purchaser enquiries (-1.0%). Without question, the market is watching the Bank of England base rate with many commentators expecting a reduction. The reduction in CPI inflation to 2.0% (albeit service inflation remained high) which followed shortly after the most recent MPC meeting has led many commentators to expect a reduction in the Base Rate at the July meeting.

To provide some context of the state of the market prior to the onset of the pandemic, over the preceding five years there had been a marked improvement in conditions within the residential property market, particularly within the development sector (which was arguably one of the worst hit during the previous recession in 2008 and 2009). Generally, the transactional activity within that period had been strong across all sub sectors of the residential property market, including first time buyers, owner occupiers and investor markets. However, political and economic uncertainty arising from the BREXIT referendum outcome weighed on residential property markets throughout 2019 and house price growth had been generally flat in the lead up to the COVID-19 pandemic. However, the market was remarkably resilient during the pandemic and the statistics that are available indicate that residential values rebounded strongly after an initial dip, aided by the stamp duty cuts, the releasing of pent up demand and the desire by many to move away from the cities or to seek a dwelling with greater living and outside space.

The most recent data from the Land Registry House Price Index (March 2024) is the most accurate of the various house price indices as it is calculated based on completed sales, both cash purchases and those needing a mortgage. It states the average price of a property within the UK in March 2024 was £283,000, a 1.8% uplift compared to the same period in the previous year. The most recent data from the Land Registry shows a year-on-year rate of growth/decline across the four UK Nations of 1.0% for England (average price £299,321), 1.3% for Wales (average price £213,753), Scotland at 6.7% (average price £191,678) and 4.0% for Northern Ireland (average price £178,499). For England, all regions, except London and the South East were showing a year on year growth, with the greatest uplift being in the Yorkshire & The Humber 5.0%. Clearly the statistics paint a very varied picture across the Country, with the North performing best.

Reports from Agency portals and Mortgage Lenders such as RightMove, Halifax and Nationwide (which are published more frequently than the Land Registry data), have generally been reporting moderate year on year growth (albeit some are reporting month on month declines in their most recent reports). The Royal Institution of Chartered Surveyors' (RICS) April 2024 UK Residential Market Survey reported that after improvements in recent months, buyer demand is generally flat, and near-term sales expectations have softened, although long term expectations are for an improvement in sales activity through the next 12 months.

The chart below illustrates the percentage changes in average house prices across the UK and its constituent countries over the past 5 years:-



**Source – Land Registry**

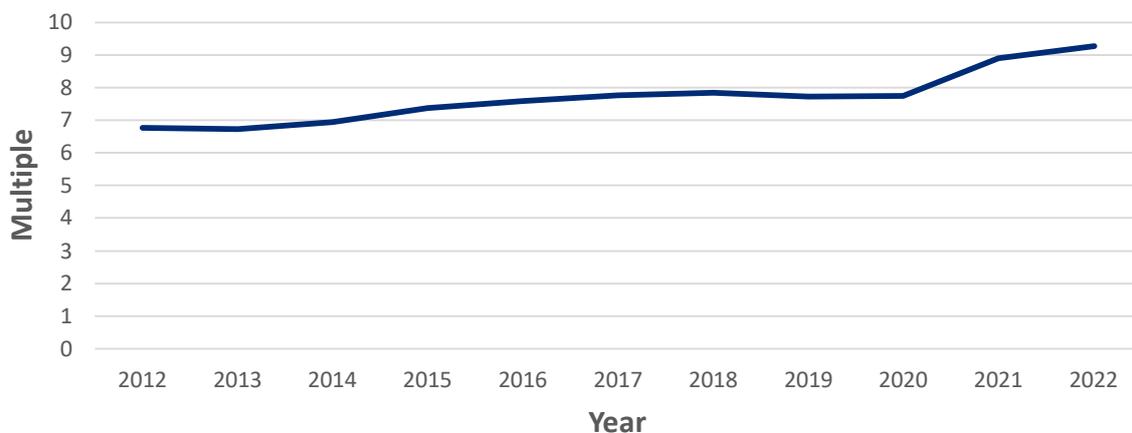
Over the last few years there have been some general concerns raised at the pace of house price growth, when benchmarked against earnings growth over a similar period. The most recent data (March 2024) suggests that the average house now costs circa 8.3 times average annual earnings, a slight improvement on 2022, when the ratio was 8.5. This dataset is skewed by the market in London where there the gap between house prices and earnings is at its widest. With the ongoing cost of living crisis, this disparity is expected to increase further.

The general increase in house prices and reduction in affordability in recent years has resulted in a slowing of home ownership and driven an increase in private renting. Data from the Office of National Statistics shows that the home ownership rate has slumped to 63% compared with 73% a decade ago. The changing trend in housing affordability since 1997 is illustrated on the chart below comparing median prices of new build and existing homes to the median workplace-based gross annual earnings for full-time workers. This data is particularly relevant combined with the economic data shown above and the cost of borrowing. The last time that mortgage payments were so unaffordable was 1991.

Over the last few weeks many banks have withdrawn or re-priced their products, as rising swap rates drove the cost of borrowing up. However, some have reduced rates for certain products. This volatility in the availability of Mortgages and repricing, will inevitably have a knock on effect on the residential sales market. The chart below illustrates the generally rising house price as a multiple of earnings since 2012 :-



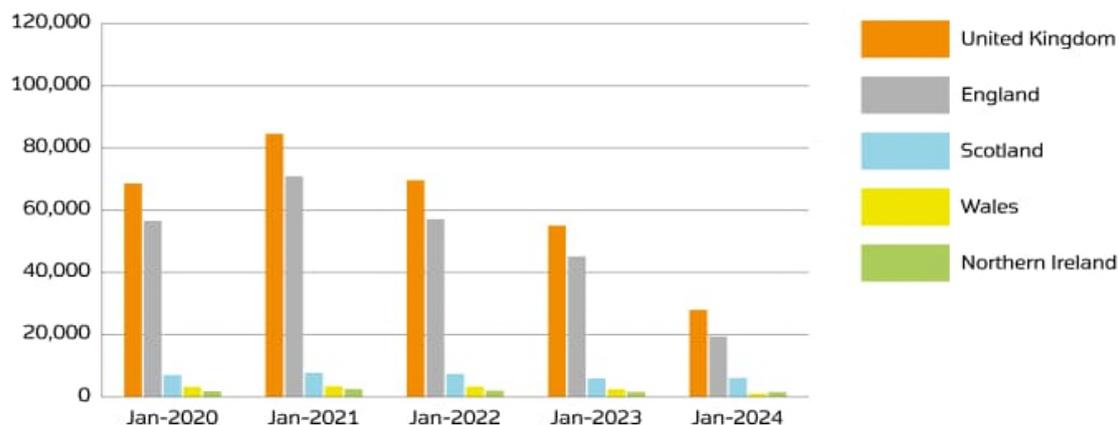
## House Prices as a Multiple of Earnings



Source - Office of National Statistics

All of the concerns around housing affordability and rising interest rates and other inflationary factors also appear to have translated into diminishing sales volumes, as illustrated by the following graph, which shows Housing Sales Volumes across the UK and the constituent countries over the last 5 years.

## Housing Sales Volumes (UK Overall and Nations)



Source - Land Registry

Whilst the Conservatives set out a pledge towards achieving 300,000 new homes per annum in their 2019 manifesto, many commentators believe that even if such a target was ever achieved (and statistics suggest only 231,000 new homes were delivered in 2023), it still falls somewhat short of the number of dwellings required.

Housing remains a key factor in the public's mind and will undoubtedly be a key feature of the manifestos of all of the political parties in the coming election.

There are still concerns from the social housing sector around the delivery of 'affordable' sale and social rent dwellings. This shortfall in housing delivery together with rising interest rates all contribute to the headwinds being seen in the housing market.

### Residential Investment Market

In terms of residential investment assets, despite challenges of its own caused by increased legislation/regulatory changes; the removal of loan offset for tax calculation for non-corporate owned properties; and the introduction of the 3% stamp duty surcharge on non-primary residences, the residential investment market has (arguably) been more resilient than other elements of the wider commercial property investment market over recent years.

The sector did, however, come under pressure during the pandemic because of the government's temporary eviction ban, meaning that landlords were unable to enforce evictions for the non-payment of rent during the period.

However, the consequence of rising capital values in the wider residential market continued to provide a supply of 'priced out of the market would-be purchasers' that are available as tenants for private residential properties - and we consider this trend is likely to remain in the short and medium term or at least until prices decline and mortgage rates become more affordable for those with limited deposits, the so called 'generation rent'. However, we are beginning to hear talk of a change, with analysis from sales portal Zoopla suggesting buying a home has become more expensive than renting for the first time in 13 years. First-time buyers now must pay an extra £122 a month on a mortgage compared to renting the same property - an extra £1,500 a year. The price difference is even higher in London, where first-time buyers must pay an extra £493 a month on a mortgage compared to renting - a premium of 24%. In the South East, the second most expensive region outside of the capital, first-time buyer mortgage payments now cost 17% more than local rents, or an extra £2,580 a year.

The proposed Renters (Reform) Bill 2023 has given many residential landlords concerns, as it is feared that if the bill becomes law unaltered, it will give tenants the upper hand in any relationship, with the proposed abolition of Section 21 'No Fault Evictions', placing restrictions on rental increase levels via an independent tribunal who would determine the rental level for a particular property (raising concerns of a return to the old Rent Officer situation and Fair Rent assessments).

Whilst investor purchasers have historically been attracted to the residential sector by the perceived rental returns available; the potential for underlying growth in the capital value of the asset; the relative 'non-technical' nature and 'accessibility' of the sector compared with perhaps other commercial property investments; and the fact that funders have actively been supporting investment purchasers in the market place, rising interest rates alone has dampened activity, as the gap between revenue and costs of ownership narrowed and there was a risk that costs potentially could exceed income, with recent research by Savills suggesting that profitability for landlords is at its lowest since 2007. Changes in the Buy To Let mortgage market have begun to occur in the last few months, with many repricing products and varying rates for new residential and buy-to-let mortgages. After a period of continued rises for approximately 12 months, rates have now begun to moderate and even decline, as optimism regarding declining inflation (and hopefully a future reduction in Bank of England base rate) filters through to the market.

Whilst residential asset prices have historically remained robust in the UK, as with other sectors, the market will continue to watch the economic indicators, with a period of market uncertainty seemingly likely, certainly in the short, if not medium term. Which may result in a restricted number of open market transactions, unless investors have an imperative to sell.

The spectre of an increased number of repossessions and mortgage defaults continues to overshadow the market, with recent statistics from the Bank of England showing that mortgage balances with arrears are at their highest level since 2014, with the total proportion of mortgages in arrears rising to 1.28%. The amount of arrears on mortgages increased by 44.5% in Q1, 2024, reaching £21.3bn. Homeowners facing higher rates and the need to remortgage are struggling with payment spikes, and the research shows that those coming to the end of a 5-year fix deal can expect their interest payments to almost double. In addition, Ministry of Justice statistics (May 2023) suggest that **mortgage claims (+40%), orders (+11%), warrants (+20%) and repossessions (+24%) had increased significantly when compared to the same period in 2022.**

In a recent Financial Stability Report, the Bank of England forecast that the feared level of repossessions would not reach the levels experienced in the global financial crisis of 2008/09 and said UK households are facing challenges from increased living costs and higher interest rates. As fixed-rate mortgage deals expire and households renew their mortgages, the average cost of mortgage payments will continue to increase.

Although the proportion of income that UK households overall spend on mortgage payments is expected to rise, it should remain below the peaks experienced in the Global Financial Crisis and in the early 1990s. UK banks are in a strong position to support customers who are facing payment difficulties. This should mean lower defaults than in earlier periods in which borrowers have been under pressure.

However, according to figures from UK Finance, the number of homeowner-mortgaged properties being repossessed in the first quarter of 2024 increased by 36% compared to the previous quarter. The rise is largely attributed to older cases working through the court system. Buy-to-let mortgaged properties also saw a 20% increase in repossessions. In the first quarter of 2024, 1.11% of all homeowner mortgages and 0.69% of all buy-to-let mortgages were in arrears. There were 96,580 homeowner mortgages in arrears of 2.5% or more of the outstanding balance, with 32,470 in the most severe arrears bracket.

Over recent weeks many mortgage lenders have begun repricing many products, with many lenders increasing rates rather than reducing them. With an expected 1.5M fixed term mortgages due to expire in 2024, those who are coming out of these fixed rate deals are a greatest risk, whilst average mortgage rates have fallen, with this coming after inflation fell from 3.4% to 3.2%, they still are higher than when those fixes were made.

Recent market commentary was also suggesting that BTL mortgage rates were being cut, and at a rate faster than those for owner occupiers. However, having said this recent research has shown that Buy To Let Mortgage arrears have increased significantly (up by 123.9%) compared to the end of 2022, and the value of new buy-to-let mortgage lending fell by 55.4% in the final three months of 2023, and the average interest rate across all new buy-to-let loans rose to 5.7%.

Mortgage arrears and repossessions have also risen, with 13,570 buy-to-let mortgages in arrears and 500 repossessions in the same period. Landlords with variable rate mortgages are already experiencing higher costs, and an estimated 230,000 landlords have fixed-rate mortgage deals due to end this year. While some smaller landlords are selling their properties, larger portfolio landlords are taking advantage of the market and planning to increase their portfolios, but the higher costs of borrowing are having an impact on values and the yields required by investors.

## 5. Valuation

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### 5.1. Valuation Considerations

In order to assess viability it is first necessary to establish the likely end value following repair and refurbishment. With this in mind we have researched sales of large, detached properties within 0.5 miles of the subject and that have sold recently. These include:-

Address	Description	Date of Sale	Price
7 Heaton Road, Batley, WF17 0AT	2,616ft <sup>2</sup> New substantial detached in a better location	Sold 10 May 2024	£710,000 (£271.40 per ft <sup>2</sup> capital value)
19 Sunbridge Close, Batley, WF17 8ET	Small 1970's detached on large corner plot. Better location – 797ft <sup>2</sup>	Sold 2 May 2024	£145,000 (£181.93 per ft <sup>2</sup> capital value)
5 Glen Avenue, Batley, WF17 0ET	1970's dormer bungalow of 1,012 ft <sup>2</sup> . Better location.	Sold 21 March 2024	£230,000 (£227.27 per ft <sup>2</sup> capital value)
73a Bunkers Lane, Batley WF17 7QT	Detached bungalow on private access road extending to 1,787ft <sup>2</sup> Better location.	Sold 15 March 2024	£330,000 (£184.67 per ft <sup>2</sup> capital value)
75 Mortimer Avenue, Batley, WF17 8BX	Modern detached bungalow on large plot with open views – 1,195 ft <sup>2</sup> Better location.	Sold 16 October 2023	£362,500 (previously marketed at £390,000) (£303.34 per ft <sup>2</sup> capital value)
Hare House, The Balk, Batley, WF17 0AH	Extended and refurbished 1970's bungalow in a better location – 2,002ft <sup>2</sup>	Sold 27 July 2023	£550,000 (£274.73 per ft <sup>2</sup> capital value)
11 Hollybank Avenue, Batley, WF17 0AQ	Large 1970's detached on corner plot at the head of a private cul-de-sac – 1,464ft <sup>2</sup> Better location.	Sold 27 June 2023	£485,000 (£331.28 per ft <sup>2</sup> capital value)
The Manse, 12 Cemetery Road, Batley, WF17 8PG	Large detached period property located very close to the subject and extending to 3,294ft <sup>2</sup> .  Relatively historic but closest comparable in terms or type and location.	Sold 5 July 2022	£355,000 (£107.77 per ft <sup>2</sup> capital value)

This is not a particularly straightforward property to assess. Even on refurbishment the property will be accessed via a private road and within a gated entrance to St Mary's Primary School and St Mary's Church. For now we have made no allowance for the gated entrance albeit in our experience it will be a negative factor if offered to the open market.

We also understand that in conjunction with any redevelopment of the land to the rear that the subject property is likely to be reconfigured so as to limit access from the rear only and re-orientate the principal rooms so as to link with this rear entrance and not overlook the school opposite for safeguarding and other reasons. Again, this is not easy to reflect without a particular scheme. As such no alteration has been made to our valuation figures for this possibility. However, our expectation is that any such orientation will further reduce the viability of the scheme. For now, no adjustment has been made and our assessment simply is on the assumption that the property will continue to be orientated towards the access road and over which full and uninterrupted rights of access will be permitted. Essentially it is the most favourable scheme so as to maximise viability.

In order to calculate the viability or otherwise of the project we have assessed the property by way of a residual valuation appraisal. We subscribe to the Argus developer software and a copy of our appraisal is attached in Appendix V. The residual appraisal is a traditional methodology adopted by developers and effectively seeks to assess one element of the appraisal based on assumptions for all other elements. In this case, the assessment has been set to identify the value of the property in its existing condition. We have assessed the property assuming it is completed as proposed and then deducted from this value the costs of repair and refurbishment, together also with the other costs such as finance, marketing costs etc. Had the land and building been available to purchase at positive price this could have been entered in order to calculate the level of profit (or loss) likely to be generated based on these specific assumptions. Such a profit would be required for a developer to take on the scheme. This usually would be 17.5% to 20% Profit on Value. Indeed we would not be surprised if following open marketing developers actually required a greater profit than this and/or incorporated a greater contingency. For now we have allowed for a developers profit of 17.5% on Value.

The costings include a 5% contingency but we know that buildings such as this are really difficult to predict at the outset the true extent of the works and so again we are of the opinion that our assessment is probably on the conservatively low side. Given the purpose for which this report is commissioned we think this is the correct approach as our expectation is that the scheme actually probably is less viable even than shown.

Within the appraisal we have assumed an end value of maximum £500,000 on completion. This is based on the comparables below, which are all detached properties within 0.5 miles of the subject. It is a little historic but the best comparable in our opinion is The Manse , 12 Cemetery Road, just around the corner from the subject. This comprises a large attractive period property and was sold for £355,000 in July 2022.

Even with the above favourable assumptions, it can be seen that the scheme to repair and refurbish the property is unviable. The principal issue it seems to us with the property is that the structural movement within the building is so significant that it will cost substantially more than the property eventually will be worth in order to put it right. The assessment of the particular works required and then the costing of them is outside of our remit, but it is helpful to us that you have a formal report prepared by specialist consultants AHR. This is appended to our report and relied upon herein.

Once the various costs are incorporated, it can be seen that the “project” is not viable. It shows a negative land value of £214,454 in its current condition. Effectively this is the level of subsidy that will be required to make the scheme viable.

We would expect therefore that if placed on the open market that we would not be able to conclude a sale at a positive level for a scheme that will return the property to a safe and habitable condition.

## **5.2. Valuation Opinion**

Having regard to the attached report and the various appendices, we are of the opinion that it is unviable to repair and refurbish the convent building as proposed.

Our appraisal shows a negative land value for the property in its current condition of £214,454. Effectively this is the subsidy that would be required in order to acquire a developer to carry out the scheme.

We stress the importance of the valuation date as recent experience has shown that property values may change quite significantly over a relatively short period of time.

## 6. Terms of Engagement and Guidance for Clients

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### 6.1. Extent of Investigations Undertaken

We refer you to our “Terms of Engagement and Guidance for Clients” appended to this report. This document describes in detail the work which we have and have not undertaken in compiling this report and valuation on your behalf.

Andrew W Ellis BSc (Hons) MRICS  
Partner, Corporate Real Estate  
RICS Registered Valuer  
RICS Registration Number: 85642

Neil Bestwick BSc (Hons) MRICS  
Partner  
RICS Registered Valuer  
RICS Registration Number: 854554  
This report has been digitally signed and is certified by  
Bluelink

14 October 2024

Authorised to sign for and on behalf of Sanderson Weatherall LLP

## 7. Appendices

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Appendix I –	Terms of Engagement & Guidance for Clients
Appendix II –	Ordnance Survey Extract showing area to be conveyed
Appendix III -	Original AHR Report and Updated Figures
Appendix IV –	Photographs by AHR
Appendix V -	Residual Appraisal
Appendix VI -	Sanderson Weatherall photographs taken 18 July 2024

## Appendix I

### Terms of Engagement & Guidance for Clients



# SANDERSON WEATHERALL GENERAL TERMS AND CONDITIONS

## 1. INFORMATION ABOUT US

- 1.1 References to **Sanderson Weatherall, SW, we, us** or **our** are references to Sanderson Weatherall LLP.
- 1.2 We are registered in England and Wales as a limited liability partnership under registration number OC344770 and have our registered office at 6th Floor Central Square, 29 Wellington Street, Leeds, LS1 4DL.

## 2. DEFINITIONS

- 2.1 In these Terms and Conditions, the following expressions have the following meanings:

**Agreement:** the agreement between you and us relating to our Services in accordance with these Terms and Conditions, the Supplemental Terms and the Letter of Engagement.

**Business Day:** any day excluding Saturdays, Sundays and other days on which banks are not generally open for a full range of business in London.

**Confidential Information:** in relation to you or us, all information and trade secrets relating to your or our business or customers which come into the possession of you or us pursuant to the Agreement, whether orally, or in documentary, electronic or other form.

**Consumer:** an individual acting for purposes which are wholly or mainly outside their business, trade, profession or occupation.

**Data Processing Details:** the description of the Personal Data processing activities contemplated by the Agreement.

**Data Protection Law:** all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (and to the extent applicable) the GDPR and the Data Protection Act 2018.

**Deliverables:** any document produced by us in performing our Services whether in hard or soft copy format, which are required for the purpose of receiving and using our Services.

**GDPR:** the European General Data Protection Regulation, namely Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

**Group:** any of our Subsidiary Companies or Holding Companies from time to time and any Subsidiary Company from time to time of a Holding Company of that Subsidiary Company.

**Holding Company:** will have the meaning given in section 1159 Companies Act 2006 and will include parent undertakings as defined in section 1162 Companies Act 2006 and the term will include companies wherever they are registered.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

**Letter of Engagement:** the letter of engagement or other form of written confirmation we submit to you relating to the provision of our Services.

**Personal Data:** the personal data that is processed by us on behalf of you in accordance with the Agreement, as further described in the Data Processing Details.

**Services:** any of various services we provide as described in the Letter of Engagement and/or the Supplemental Terms or as may otherwise be agreed in writing by us.

**Subsidiary Company:** will have the meaning given in section 1159 Companies Act 2006 and include subsidiary undertakings as defined in section 1162 Companies Act 2006 and the term will include companies wherever they are registered.

**Supplemental Terms:** the relevant supplemental terms which we may submit to you and which apply to each Services we provide to you.

**Terms and Conditions:** these Sanderson Weatherall General Terms and Conditions, including the Data Processing Addendum.

**you or your:** the person we are providing our Services to.

- 2.2 References to any statute or any section of any statute include any statutory amendment, modification or re-enactment and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.
- 2.3 A reference to **writing** or **written** includes any method of reproducing words in a legible and non-transitory form.
- 2.4 References to **include, includes, including** and **included** will be construed without limitation to the generality of the preceding words.
- 2.5 Condition headings are inserted only for convenience and are in no way to be construed as part of these Terms and Conditions.
- 2.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.7 Unless the context otherwise requires, the terms **controller, processor, processing/process** and **data subject** will be interpreted and construed by reference to Data Protection Law.
- 2.8 References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time before or after the United Kingdom ceases to be a Member State of the European Union.

## 3. COMMENCEMENT

- 3.1 Unless otherwise agreed in writing between us, you will be deemed to have agreed to comply with these Terms and Conditions on the earlier of:
  - 3.1.1 written acceptance of the Letter of Engagement; or
  - 3.1.2 the commencement of our Services by or on behalf of us, at which point the Agreement shall come into existence.
- 3.2 We will provide our Services, unless terminated in accordance with Conditions 12 and/or 13, until the date on which our Services are completed.
- 3.3 Please familiarise yourself with these Terms and Conditions before our Services commence.

## 4. OUR SERVICES

- 4.1 For the term of the Agreement, we will provide our Services using reasonable care and skill. A detailed description of our Services is specified in the Letter of Engagement and/or the Supplemental Terms.
- 4.2 Our Services will be provided in accordance with these Terms and Conditions and the Supplemental Terms.

**5. BASIS OF APPOINTMENT**

- 5.1 We aim to provide a friendly, efficient and effective service and the best information possible about the likely cost of the Services provided under a Letter of Engagement and the applicable Supplemental Terms.
- 5.2 We will seek to ensure that you are fully informed about the progress of the Services we are undertaking for you at all relevant times.
- 5.3 All communications between you and us are subject to the terms of the Agreement.

**6. YOUR OBLIGATIONS**

- 6.1 You will:
  - 6.1.1 co-operate with us in all matters relating to our Services; and
  - 6.1.2 provide us with such information, materials and assistance as we may reasonably require in order to provide our Services and to ensure that such information is complete and accurate in all material respects.
- 6.2 You understand and agree that we:
  - 6.2.1 will rely on you to supply in a timely manner, all instructions and information needed by us to act on your behalf;
  - 6.2.2 will rely on you to inform us of any changes to those instructions or that information and to any other relevant circumstances; and
  - 6.2.3 are not under any obligation to check the accuracy of information you supply unless it is agreed in writing that we should do so.

**7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 All Intellectual Property Rights in or arising out of or in connection with our Services (other than Intellectual Property Rights existing in any information or materials at the time they are provided by you) will be owned by us.
- 7.2 We grant to you a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Agreement to use the Deliverables (excluding materials provided by you) for the purpose of receiving and using our Services and the Deliverables. Unless otherwise permitted by this Agreement, Deliverables may not be shared with any third-parties without our permission, other than with your professional advisors or if required by applicable law.

**8. FEES, DISBURSEMENTS AND PAYMENT**

- 8.1 The fees and payment terms for our Services that will be payable by you to us will be set out in the Letter of Engagement and/or the Supplemental Terms.
- 8.2 Unless otherwise agreed in our Letter of Engagement or set out in the applicable Supplemental Terms, payment of our invoices must be made within thirty (30) days of the date of our invoice.
- 8.3 All invoiced amounts are to be paid in Pounds Sterling in full on presentation (unless disputed in good faith), and without deduction, set off, abatement or counterclaim. We reserve the right to charge compensation for debt recovery costs and interest on overdue accounts at five percent (5%) per annum over the Bank of England base rate in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.
- 8.4 If you disagree with, or have queries about a fee invoice, we request that you notify us within fourteen (14) days from the invoice date, after which time we will assume that you have agreed its content. If you do dispute any part of the invoice and so notify us you shall nonetheless pay all items which you do not dispute pending resolution of the balance.
- 8.5 Whilst undertaking work on your behalf we may need to incur liabilities on your behalf or pay outgoings on your behalf to third parties. These are known as **disbursements**, and will appear on your invoice as such. Examples of disbursements relevant to the Services may be set out in the applicable Supplemental Terms.
- 8.6 We may ask you for payment of our fees and/or disbursements on account before we commence the Services and if we do we will set this out in our Letter of Engagement. Unless otherwise agreed in our Letter of Engagement or set out in the applicable

Supplemental Terms we will not be liable to account to you for any interest which accrues on these monies.

- 8.7 We may charge you for any expenses we incur providing the services to you such as mileage, other travelling expenses, telegraphic transfers and photocopying, faxes, printing and scanning in addition to our fees. We will provide you with details of our expenses rates on request.
- 8.8 If our fees (or any part of them) for any part of the Services or Additional Services (as defined in Condition 9) will be calculated by reference to the amount of time spent by those working on your instruction it will be charged at our hourly rates, which may vary depending upon the seniority and experience of the person undertaking your work. We will provide you with details of our rates on request.
- 8.9 Our hourly rates are reviewed periodically to take account of changing circumstances, such as changes in salary and other overhead costs. If applicable, we will provide you with details of any changes to our hourly rates during the course of your instruction as required.
- 8.10 From time to time we may receive discounts or commissions from our third party suppliers or service providers (for example, but without limitation, for placing a bulk order). Any such discounts or commissions will be retained and used by us to defray our administrative expenses. We shall not owe any amount to you in respect of such discounts or commissions and we shall not be under any obligation to pass the benefit of these on to you.
- 8.11 Unless your status allows for exemption or application of a zero rate, VAT will be payable by you, where applicable, on all fees and charges at the rate prevailing on the appropriate tax invoice date.
- 8.12 We will be entitled to keep all your papers and documents while there is any money properly owing to us for our fees, disbursements, or other expenses.

**9. ADDITIONAL SERVICES**

- 9.1 If you ask us to carry out certain activities related to the Services set out in the applicable Letter of Engagement or Supplemental Terms which are not commonly required in relation to those Services, as determined by us acting reasonably (each, an **Additional Service**), we will be entitled to charge you for those Additional Services accordingly. Examples of Additional Services may be set out in the applicable Supplemental Terms.
- 9.2 If you instruct us to carry out Additional Services then, at our discretion:
  - 9.2.1 we may charge you for the Additional Services in addition to the fees set out in the Agreement by reference to the time spent by those carrying out the Additional Services; or
  - 9.2.2 we may require that you enter into a new contract and re-evaluate the fees which are payable.

**10. PROTECTION OF PERSONAL DATA**

- 10.1 We and you will:
  - 10.1.1 process Personal Data in accordance with our and your obligations under Data Protection Law;
  - 10.1.2 provide each other (each, a **Requesting Party**) with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Law; and
  - 10.1.3 implement and maintain all adequate and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data and will protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent unauthorised processing of, or unauthorised access to the Personal Data.
- 10.2 In addition to Condition 10.1 and to the extent that we process any Personal Data on behalf of you, for the purposes of Data Protection Law, we are the processor and you are the controller.
- 10.3

**11. LIMITATION OF OUR LIABILITY**

- 11.1 Nothing in the Agreement will limit or exclude our liability for:
- 11.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- 11.1.2 fraud or fraudulent misrepresentation; or
- 11.1.3 any other liability which cannot be limited or excluded by applicable law.
- 11.2 Where you are acting in the course of a business, subject to Condition 11.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
- 11.2.1 loss of profits;
- 11.2.2 loss of sales or business;
- 11.2.3 loss of agreements or contracts;
- 11.2.4 loss of anticipated savings;
- 11.2.5 loss of use or corruption of software, data or information;
- 11.2.6 loss of or damage to goodwill; or
- 11.2.7 any indirect or consequential loss.
- 11.3 Where you are acting as a Consumer, if we fail to comply with our obligations under these Terms and Conditions, we are responsible for any loss or damage you incur that is a foreseeable result of that failure or our failing to use reasonable care and skill in providing the Services. We will not be responsible for any loss or damage which is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen, or if at the time you engaged us to provide the Services, both we and you knew it might happen.
- 11.4 Subject to Condition 11.1, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement will be limited to the fees paid and payable for the Services unless specified otherwise in the Letter of Engagement.
- 11.5 Where you are acting in the course of a business, the terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement.
- 11.6 If you are dealing as a Consumer, you may have certain legal rights regarding claims in respect of losses caused by our negligence or failure to carry out our obligations. Nothing in the Agreement is intended to limit your legal rights as a consumer. For further information about your legal rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau.

**12. CANCELLATION RIGHTS – THIS SECTION ONLY APPLIES WHERE YOU ARE DEALING AS A CONSUMER**

- 12.1 If you enter into the Agreement at a distance (i.e. online or over the phone and without any face to face contact between you and us), you may cancel the Agreement for any reason within fourteen (14) days of entering into the Agreement (the **Cancellation Period**). To do so, you must clearly inform us by emailing us at enquiries@sw.co.uk. You will lose the right to cancel after the expiry of this Cancellation Period.
- 12.2 You can ask us to start providing the Services before the end of the Cancellation Period by completing the applicable form included with the Letter of Engagement. If you do this, then Conditions 12.3 – 12.5 will apply in relation to the refund to be paid to you.
- 12.3 If we have not started to provide the Services at your request before the end of the Cancellation Period, you will receive a full refund of the monies you have paid for the Services.
- 12.4 If we have started providing the Services to you at your request before the end of the Cancellation Period, you will be required to pay our fees for the Services carried out prior to you contacting us.
- 12.5 You will only receive a refund for that part of the Services not provided. You will not have the right to cancel the Agreement once we have completed those Services.

- 12.6 Any refund will be paid within fourteen (14) days after the day on which you inform us of your decision to cancel the Agreement and will be made using the same means of payment as you used to pay for the Services, unless we agree otherwise.

**13. TERMINATION**

- 13.1 We or you may terminate the Agreement at any time without cause and without any liability upon giving not less than twenty eight (28) days' notice in writing unless specified otherwise in the Letter of Engagement.
- 13.2 Without affecting any other right or remedy available to you or us, we may terminate the Agreement with immediate effect by giving written notice to you if you:
- 13.2.1 fail to pay any amount due under the Agreement on the due date for payment and remain in default not less than fourteen (14) days after being notified in writing to make such payment;
- 13.2.2 commit a material breach of any terms of the Agreement and (if such a breach is remediable) fail to remedy that breach within fourteen (14) days of you being notified in writing to do so;
- 13.2.3 take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 13.2.4 suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business.
- 13.3 Conditions that expressly or by implication survive termination or expiry of the Agreement will continue in full force and effect.
- 13.4 If you terminate the Agreement in accordance with Condition 13.1 or we terminate the Agreement in accordance with Condition 13.2, you may have to pay to us part or all of the fees for the Services if requested by us within thirty (30) days from the date of termination. Where you are dealing as a Consumer, the amount we charge you will be limited to the amount we have reasonably incurred in providing the Services to you to the date that you terminate the Agreement.
- 13.5 On termination of the Agreement for any reason you will immediately pay to us all of our outstanding unpaid invoices and interest.
- 13.6 Termination or expiry of the Agreement will not affect any rights, remedies, obligations or liabilities that we or you have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

**14. CONFIDENTIALITY**

- 14.1 We and you undertake to each other in relation to each other's Confidential Information:
- 14.1.1 to keep confidential all Confidential Information;
- 14.1.2 not to disclose Confidential Information without your or our (as applicable) prior written consent to any other person except those of your or our employees and/or professional advisors who have a need to know the Confidential Information; and
- 14.1.3 not to use Confidential Information except for the purposes of performing your or our (as applicable) obligations under the Agreement (and in particular not to use Confidential Information to obtain a commercial, trading or any other advantage).
- 14.2 The provisions of Condition 14.1 will not apply to Confidential Information to the extent that it is or was:
- 14.2.1 already in the possession of you or us (as applicable) free of any obligation of confidentiality on the date of its disclosure;
- 14.2.2 in the public domain other than as a result of a breach of this Condition 14;
- 14.2.3 required to be disclosed:
- (a) pursuant to applicable law, or the rules of any exchange on which the securities of you or us are or are to be listed; or

- (b) in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice,

but only to the extent and for the purpose of that disclosure.

- 14.3 We and you acknowledge that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of Condition 14 and accordingly we and you will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of Condition 14.

### 15. MAINTENANCE OF YOUR INFORMATION

From time to time we may be called upon to demonstrate our maintenance of certain professional standards as set by appropriate authorities and/or to satisfy our auditors and/or to comply with other statutory requirements and/or to outsource administrative work. Unless you notify us to the contrary in writing we will assume that we have your authority to produce your file or papers, including Confidential Information, for that purpose as an exception to our duty of confidentiality.

### 16. ANTI BRIBERY

- 16.1 We and you will:

- 16.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 (the **Relevant Requirements**);

- 16.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- 16.1.3 have and will maintain in place throughout the term of the Agreement our own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate; and

- 16.1.4 promptly report to each other any request or demand for any undue financial or other advantage of any kind received by you in connection with the Agreement.

- 16.2 We and you will ensure that any person associated with each other who is performing services in connection with the Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on us in this Condition 16 (the **Relevant Terms**). We and you will be responsible for the observance and performance by such persons of the Relevant Terms, and will be directly liable to each other for any breach by such persons of any of the Relevant Terms.

- 16.3 Breach of this Condition 16 will be deemed a material breach under Condition 13.2.2.

### 17. MONEY LAUNDERING

- 17.1 In relation to providing you with the Services, we may need to verify your identity or obtain confirmation of the source of any funds for regulatory purposes. If so, we will need to request that you provide us with documentation to prove your identity or the source of funds. If there is any delay in the provision of any relevant documentation requested to ensure we meet regulatory obligations, we will not be held responsible for any delay in progressing your instruction. We will retain the relevant documentation in both hard copy and electronic formats for a minimum of five (5) years from completion of the instruction.

- 17.2 We may seek to confirm your identity by means of an electronic search with a licensed Credit Reference Agency (a **CRA**) where we consider it will save time and costs to do so. We will charge you for this. The CRA will then keep a record of the search and may make this available to other organisations seeking credit references from them.

- 17.3 We are professionally and legally obliged to keep the affairs of our clients confidential in accordance with these Terms and Conditions. This obligation is subject to a statutory exception, namely that legislation on money laundering has placed us under a legal duty in certain circumstances to disclose information to the National Crime Agency (**NCA**). If, whilst we are acting for you, it becomes necessary to make such a disclosure, we may not be able to tell you that it has been made or of the reasons for it as the law prohibits "tipping off".

- 17.4 Should we consider it appropriate to report a transaction we will not be obliged to complete your instruction without the consent of NCA and will not have any liability for any subsequent delay.

### 18. COMPLAINTS PROCESS – WHERE YOU ARE DEALING AS A CONSUMER

- 18.1 We are a member of the Royal Institution of Chartered Surveyors, as well as being registered to ISO 9001 (a quality management standard maintained by the International Organization for Standardization). In accordance with this and our own internal quality control procedures we have a formal procedure in place to address complaints. We are committed to providing the best possible service to you. If for any reason you are not happy, please contact us as soon as possible so that we can resolve this with you. Please write to Martin Archer, Finance Director at: 6<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL.

- 18.2 All complaints will be addressed in accordance with our Complaints Handling Procedure found at <https://www.sw.co.uk/policies/policies/>

- 18.3 If you are not happy with the outcome, you may raise it with The Property Ombudsman. Further information regarding The Property Ombudsman can be found at [www.tpos.co.uk](http://www.tpos.co.uk)

- 18.4 You may also make a complaint through the European Commission's Online Dispute Resolution Platform which can be accessed at <http://ec.europa.eu/consumers/odr/>

### 19. INSURANCE/FIRE SAFETY EXCLUSION

- 19.1 We maintain insurance coverage in the types and amounts that are appropriate for the operation of our business, and that coverage may differ in relation to the particular Services that we are providing under your Engagement Letter. The presence of that insurance coverage does not have an impact on our liability position set out in Condition 11.

- 19.2 The following fire safety exclusion applies in relation to our insurance coverage:

Our insurers shall not be liable for that portion of any claim or loss which is caused directly by any defect or inadequacy in the fire resistant and/or fire retardant characteristics of any balcony, external cladding systems, glazing, doors, external wall system and/or internal wall system of any building or structure.

This exclusion shall not apply in respect of any claim or claims made against the insured by any natural person acting for purposes outside this trade, business or profession when such claim or claims made emanate from property management, contract administrator, project monitoring, project coordination, principal designer, architectural and employers agent. The maximum payable by insurers in respect of any such claim or claims shall not exceed £1,000,000 in the aggregate.

### 20. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.

### 21. VARIATION

Except as expressly provided in the Agreement, no amendment or variation of the Agreement will be effective unless it is in writing and signed by you and us (or our authorised representatives respectively).

### 22. ASSIGNMENT AND OTHER DEALINGS

- 22.1 You must not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under the Agreement without our prior written consent.

- 22.2 We will be entitled to:

- 22.2.1 exercise our rights or perform any of our obligations (in whole or in part) through any member of our Group; and/or

- 22.2.2 transfer our rights and obligations under the Agreement (in whole or in part) to any third party on giving notice in writing to you.

**23. WAIVER**

No failure or delay by you or us to exercise any right or remedy provided under the Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

**24. SEVERANCE**

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition will not affect the validity and enforceability of the rest of the Agreement.

**25. NOTICES**

25.1 Any notice to be given under the Agreement will be:

25.1.1 in writing in the English language;

25.1.2 signed by or on behalf of us or you (as applicable) when giving it; and

25.1.3 addressed to us or you (as applicable) at our or your registered office or principal place of business or such other address or email address as may have been notified for these purposes.

25.2 A notice will either be:

25.2.1 delivered by hand;

25.2.2 sent by first class pre-paid post, recorded delivery or special delivery; or

25.2.3 sent by airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent).

25.3 A notice will be deemed to have been received:

25.3.1 if delivered by hand, on signature of a delivery receipt;

25.3.2 if sent by pre-paid first class post, recorded delivery or Special Delivery (or equivalent service) to an address in the United Kingdom, at 9.00 am on the second (2<sup>nd</sup>) Business Day after posting;

25.3.3 if sent by pre-paid airmail to an address outside the country from which it is sent, at 9.00 am on the fifth (5<sup>th</sup>) Business Day after posting; or

25.3.4 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt,

provided that a notice delivered or posted, as appropriate, after 5.00 pm on any Business Day or on a non-Business Day will

be deemed delivered or posted, as appropriate, at 9.00 am on the next Business Day.

**26. THIRD PARTY RIGHTS**

Except as expressly provided in Condition 22.2, no one other than you or us will have any rights whether statutory or otherwise to enforce any term of the Agreement.

**27. FORCE MAJEURE**

We will not be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of our obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. If the period of delay or non-performance continues for twenty eight (28) days, you may terminate the Agreement.

**28. CONFLICTS**

28.1 The Letter of Engagement and Supplemental Terms contain addition provisions applicable to our provision and your receipt of the Services.

28.2 If there is conflict or inconsistency between any of the provisions in:

28.2.1 the Letter of Engagement;

28.2.2 the Supplemental Terms; and

28.2.3 these Terms and Conditions,

the documents will prevail in the order of precedence set out in this Condition.

**29. GOVERNING LAW**

The Agreement and any dispute or claim arising out of or in connection with the Agreement or their subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of England and Wales.

**30. JURISDICTION**

30.1 We and you irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

30.2 However, where you are acting as a Consumer, regardless of Condition 30.1, you and we agree that if you are a resident in a part of the United Kingdom other than England and Wales, the law of that part of the United Kingdom will apply to the Agreement and any dispute between you and us arising out of or in connection with our agreement (including non-contractual disputes or claims) will be dealt with by the courts located there.

# VALUATION PROCEDURES AND ASSUMPTIONS – PROPERTY APPRAISAL AND VALUATION

## TERMS OF ENGAGEMENT AND GUIDANCE FOR CLIENTS

Our valuation work is carried out on the basis set out below unless specifically varied by our initial letter confirming our instructions (“our initial letter”), or our subsequent report, of which this document will form an integral part.

### 1. Reports and Valuations

1.1 Will be prepared in accordance with the current edition of the RICS Valuation – Global Standards, January 2022, published by the Royal Institution of Chartered Surveyors (“RICS”) (“the Red Book”). Any departure from the Red Book will be recorded in our initial letter and confirmed in our report.

1.2 The valuers to be responsible for the work are external valuers as defined by the Red Book.

### 2. Disclosure

2.1 Our valuation will be provided for the stated purpose and will be for the use of the addressee only. No liability will be accepted to any other party without our specific prior written approval.

2.2 Publication of our report, or any reference thereto, in whole or part, in any document, circular or statement, in either hard copy or electronically (including any web site) will be permitted only with our prior approval, this to include the form and context in which it will appear.

### 3. Liability

3.1 Our valuation is confidential to the party to whom it is addressed for the stated purpose and no liability is accepted to any third party for the whole or any part of its contents, even if that third party pays all or any part of our fee. Liability will not subsequently be extended to any other party except on the basis of written and agreed instructions; this will include an additional fee. Except as set out in 3.2 below, the terms of the agreement between Sanderson Weatherall LLP and the client are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999. Should we agree to extend liability (and reliance) to any third party, such party will be deemed to have accepted our ‘Terms of Engagement and Guidance for Clients’.

3.2 No claim arising out of or in connection with this agreement may be brought against any member, employee, partner or consultant of Sanderson Weatherall LLP (each called a “SW person”). Those individuals will not have a personal duty of care to the client or any other party and any such claim for losses must be brought against Sanderson Weatherall LLP. Any SW person may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 but the terms of our agreement may be varied by agreement between the client and Sanderson Weatherall LLP at any time without the need for any SW person to consent.

3.3 Subject to the provisions in this clause 3, if you suffer loss as a result of our breach of contract or negligence, our liability shall be limited to a just and equitable proportion of your loss having regard to the extent of responsibility of any other party. Our liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an agreement between you and them, your difficulty in enforcement, or any other cause.

### 4. The Inspection and Subsequent Enquiries

4.1 Will be carried out by RICS Registered Valuers and general practice surveyors making appropriate investigations having regard to the purpose of the valuation and to any restrictions recorded within our initial letter and confirmed in our report.

4.2 No parts of the structure which are covered, unexposed or inaccessible will be opened up for inspection. The exterior will be inspected from ground floor level only, ie without the benefit of access equipment. We cannot express an opinion about or advise upon the condition of uninspected parts and the report should not be taken as making any implied representation or statement about such parts. Furthermore, the various services have not been tested. We are therefore unable to report that any such parts of the property are free from defect or that the services are in full working order.

4.3 Unless specifically agreed with you in writing, we shall have no responsibility for the identification of hydrochlorofluorocarbons (HCFCs) in refrigeration, air-conditioning, heat pump or other equipment at the property. We shall also, unless specifically notified, be entitled to assume that all equipment at the property complies with obligations under the EU ODS Regulation (Regulation (EC) No. 1005/2009) and other legal obligations.

### 5. Condition, Repair and Pollution Hazards

5.1 Unless specifically instructed to carry out a structural survey, test of service installations, site investigation or to facilitate an environmental survey, our valuations will assume:

- i) That except for any defects specifically noted in our report, the property is in good condition;
- ii) That no materials have been used in the construction of the buildings which are deleterious, hazardous or likely to give rise to structural defects, including inter alia high alumina cement or calcium chloride additive, reinforced autoclaved aerated concrete (RAAC) asbestos or any other hazardous or deleterious material or permanent woodwool shuttering
- iii) That no hazardous materials are present on site.
- iv) That all relevant statutory requirements relating to use or construction have been complied with.
- v) That the site is physically capable of development or redevelopment, when appropriate, and that no special or unusual costs will be incurred in site clearance or providing foundations and infrastructure.
- vi) That the property is not adversely affected by any form of pollution, current or historic, either on or off site.
- vii) That there are no archaeological remains on or under the land which could adversely impact on value.
- viii) That there is no abnormal risk of flooding.
- ix) That any building services are fully functioning to include any which incorporate essential electronic devices and the software which operates such devices.

5.2 We will, however, reflect the general condition of the premises as evident from our superficial inspection and any defects of which we are made aware as summarised in our report.

### 6. Statutory Matters

#### 6.1 Equality Act 2010

6.1.1 Under the Equality Act 2010 all service providers to the general public are obliged to ensure that all disabled customers are treated, as far as it is reasonable to do so, the same as nondisabled customers. The legislation was operative from 1 October 2010 as amended. This legislation also extends to employees of Companies.

6.1.2 It should be noted that our inspection of the premises does not constitute an accessibility audit for Equality Act purposes.

## 6.2 The Regulatory Reform (Fire Safety) Order 2005

6.2.1 The Regulatory Reform (Fire Safety) Order affecting all non-domestic premises in England and Wales came into force on 1 October 2006. This legislation has removed the requirement of Fire Certificates for non-domestic property. Now the person responsible for the premises will be required to carry out their own risk assessment to identify the fire precautions which are required to be in place. To accompany the legislation the Government has developed specific information guides for each type of premises which sets out the guidance on the requirements and carrying out a Fire Risk Assessment.

6.2.2 Our inspection of the property does not constitute a Fire Risk Assessment and within the limitations of this report we cannot comment on any aspect of fire safety or fire performance of the subject property. Should there be any concerns regarding elements including inter alia cladding, façade and roofing materials, external or internal wall systems we recommend that the client seek independent advice from an appropriately qualified consultant.

6.2.3 In respect of Valuations for Secured Lending in respect of high rise residential property, in arriving at the valuation for mortgage purposes, your mortgage lender and the mortgage lender's appointed valuer (Sanderson Weatherall) have relied on the EWS1 form provided, in good faith, prepared by a professionally qualified third party. There is however, no liability to the lender, the valuer or to you, the borrower, for any losses or potential losses arising directly and solely from the valuation being provided in reliance upon the EWS1 form. If you require further information, then please seek independent advice prior to legal commitment to purchase.

## 6.3 Control of Asbestos Regulations 2012

6.3.1 Under the Control of Asbestos Regulations 2012 all commercial property owners/occupiers are obliged by law to have completed a Register of all materials containing asbestos within their premises and either remove them or have a programme for managing them so that they do not become a danger to health.

6.3.2 Our inspection of the property does not constitute a survey in compliance with Government Directives and as such we will not comment in detail on any potential asbestos containing materials believed to be present in the property.

## 6.4 Invasive Plant Species

6.4.1 The three main non-native invasive plant species in the UK are Japanese knotweed, Himalayan (Indian) or purple stinky balsam and New Zealand pygmyweed. Other notifiable plants and weeds include inter alia giant hogweed, ragwort and azolla.

6.4.2 Japanese knotweed is a rampant non-native invasive species which can cause physical damage to buildings and hard surfaces. Under s. 14(2) of the Countryside and Wildlife Act 1981 it is an offence to cause this plant to grow in the wild. Failure to dispose of any material containing Japanese knotweed may also result in prosecution under this Act and under the Environmental Protection Act 1990.

6.4.3 The likely costs of eradication and removal of plants such as these can be high and time consuming and may impact on the ability to enjoy/develop/redevelop the site and consequently diminish the values reported.

## 6.5 The Energy Performance of Buildings Directive (England and Wales) Regulations 2007

6.5.1 The Energy Performance of Buildings Directive (England and Wales) Regulations 2007 affecting all non-domestic premises in England and Wales came into force on 6 April 2008. This legislation introduced new statutory requirements for commercial buildings offered for sale or to let to have an Energy Performance Certificate (EPC) and for certain buildings to have Display Energy Certificates (DEC). EPCs are required for any commercial building greater than 50m<sup>2</sup> (538 sq ft).

6.5.2 Our inspection of the property does not constitute an Energy Assessment of the property.

## 7. Tenure and Tenancies

7.1 We will rely upon information supplied as to the property, tenure, tenancies, permitted uses and related matters. We will assume such information to be accurate, up-to-date and complete. We will assume that your solicitors are able to confirm the accuracy of these details as set out in our report, and that the interest being valued is in all respects good and marketable.

7.2 We would welcome the opportunity to consider your solicitor's report on title and to advise whether this affects our valuation.

7.3 We will not examine title documents and, therefore, assume that apart from any matters mentioned in our report, the interest is not subject to any onerous restrictions, to the payment of any unusual outgoings or to any charges, easements or rights of way. We will assume that any outstanding requirements of repairing covenants will be met.

## 8. Planning, Highway and Other Enquiries

8.1 We will make only informal, oral enquiries of the local planning, highway and other relevant authorities and the information obtained is assumed to be correct. No formal searches will be instigated. Except where stated to the contrary, we will have assumed that there are no local authority planning or highway proposals that might involve the use of compulsory purchase powers or otherwise directly affect the property.

8.2 Where limited only responses have been received to our enquiries which are material to our valuations, this will be confirmed in our report.

## 9. Floor, Site Areas and Plans

9.1 All measurements will be in accordance with RICS Property Measurement (2<sup>nd</sup> Ed). Unless stated to be otherwise, floor areas will be derived from measurements taken on site or scaled from drawings supplied and checked by sample measurements on site. Site areas will be computed from Ordnance Survey data and not from physical survey. Dimensions and areas should be regarded as being approximate only.

9.2 Where plans are included in our report, these are for identification purposes only.

## 10. Tenant Status

10.1 We will not make any specific enquiries as to the financial standing of actual or prospective tenants other than those a competent valuer would make when appraising and valuing the property. We will, however, reflect our general understanding of the tenants' financial status in our valuation and will have assumed, unless informed to the contrary, that the tenants are capable of meeting their financial obligations under the lease and that there are no arrears of rent or undisclosed breaches of covenant.

## 11. Plant and Machinery

11.1 We will include in our valuations only those items of plant and machinery normally considered to be part of the building service installations and which would pass with the property on a sale or letting. We will exclude all items of process plant and machinery and equipment, together with their special foundations and supports, furniture and furnishings, vehicles, stock and loose tools, and tenant's fixtures and fittings.

## 12. Capital Allowances

- 12.1 Under the Capital Allowances Act 2001, certain allowances (which may have the effect of providing a relief from corporation tax) may be claimed by a person where that person incurs 'qualifying expenditure' on particular pieces of 'plant' which are fixtures within a building, and which are used by that person for the purposes of a 'qualifying activity'. Relevant fixtures included within 'plant' may include, for example, furniture, machinery, lifts, air conditioning and so on.
- 12.2 Certain conditions must be satisfied in order to be eligible to claim these allowances. Changes to these conditions were introduced with effect from 1 April 2012, with further changes becoming effective from 1 April 2014. As a result of these changes, anyone contemplating the acquisition of a property must take action, before the acquisition, to preserve any right to claim available allowances, as well as to obtain sufficient information to put them in a position to make such a claim in the future. Failure to do so may mean that the ability to claim capital allowances, or the ability to put a future purchaser in the position to claim allowances, is lost. A seller of property may also wish to consider the position, before disposal, so that it can decide whether the purchase price of the property may be adjusted to reflect any steps it may take to preserve a buyer's entitlement to claim such allowances.
- 12.3 We have not made any investigations into the Capital Allowance position of the property in the preparation of our valuation.

## 13. Development Properties

- 13.1 For properties in course of development, we will reflect, unless otherwise stated, the stage reached in construction and the costs already incurred and those remaining to be spent at the date of valuation. We will have regard to the contractual liabilities of the parties involved in the development and any cost estimates which have been prepared by the professional advisers to the project.
- 13.2 For recently completed developments we will take no account of any retentions, nor will we make allowance for any outstanding development costs, fees, or other expenditure for which there may be a liability.

## 14. Valuation Date and Currency

- 14.1 The valuation date will be as at the date of our report unless varied by our initial letter and confirmed in our report. Valuations will be stated in GB pounds (£), unless stated otherwise. You should be aware that property values may change substantially over a relatively short period. If you wish to dispose of this property or part thereof, or to accept a charge over it as security for a loan after the valuation date, we strongly advise a further consultation with us.

## 15. Costs of Realisation

- 15.1 Unless stated to the contrary in our report, no allowance will be made in our valuations for the costs of realisation, any liability for tax which might arise in the event of disposal or for any mortgage or similar financial encumbrance over the property. Our valuations will exclude VAT.

## 16. Bases of Value

- 16.1 The bases of value will be specified in our initial letter or the client letter of instruction and will be one or more of the following; as defined in the Red Book:

### 16.2 Market Value (MV)

*'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'*

### 16.3 Market Rent (MR)

*'The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'*

### 16.4 Investment Value (or Worth)

*'The value of an asset to the owner or a prospective owner for individual investment or operational objectives.'*

### 16.5 Fair Value

- 16.5.1 *'The price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date.'* (International Financial Reporting Standards (IFRS) adopted definition)

### 16.6 Existing Use Value (EUV)

*'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's-length transaction after proper marketing and where the parties had acted knowledgeably, prudently and without compulsion - assuming that the buyer is granted vacant possession of all parts of the asset required by the business, and disregarding potential alternative uses and any other characteristics of the asset that would cause its Market Value to differ from that needed to replace the remaining service potential at least cost.'*

### 16.7 Existing Use Value for Social Housing (EUV-SH) (for Housing Stock Held for Social Housing)

*'Existing use value for social housing (EUV-SH) is an opinion of the best price at which the sale of an interest in a property would have been completed unconditionally for a cash consideration on the valuation date, assuming:*

- (a) a willing seller*
- (b) that prior to the valuation date there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest for the agreement of the price and terms and for the completion of the sale*
- (c) that the state of the market, level of values and other circumstances were on any earlier assumed date of exchange of contracts, the same as on the date of valuation*
- (d) that no account is taken of any additional bid by a prospective purchaser with a special interest*
- (e) that both parties to the transaction had acted knowledgeably, prudently and without compulsion*
- (f) that the property will continue to be let by a body pursuant to delivery of a service for the existing use*
- (g) that at the valuation date any regulatory body in applying its criteria for approval would not unreasonably fetter the vendor's ability to dispose of a property to organisations intending to manage their housing stock in accordance with that regulatory body's requirements*
- (h) that properties temporarily vacant pending re-letting should be valued, if there is a letting demand, on the basis that the prospective purchaser intends to re-let them, rather than with vacant possession and*
- (i) that any subsequent sale would be subject to all the same assumptions above.*

## 17. Fully equipped operational entities valued having regard to trading potential

### 17.1 Fixtures and fittings

- 17.1.1 We will include in our valuations all items normally regarded as trade fixtures and fittings. Furthermore, unless advised to the contrary, we will assume that such items are owned outright and are not subject to any lease, hire purchase or third party charge. However, technical services equipment such as beer raising,

cooling and dispensing equipment that can be conveniently or economically removed will be excluded from the valuation.

**17.2 Goodwill**

17.2.1 The valuation will ignore any value attributable to goodwill other than that which is reflected in the trading potential which attaches to and runs with the property.

**17.3 Stock etc**

17.3.1 Stock in trade, fuel, glassware etc will be excluded from the valuation.

**17.4 Valuation Apportionments**

17.4.1 Where given, they are an informal apportionment and do not represent the market value of the elements involved since the true valuation of a trading entity can only be the figure taken as a whole.

**18 Valuation Assumptions**

18.1 Any assumptions, Special Assumptions, reservations, special instructions or departures from the Red Book will be recorded in

our initial letter or the client letter of instruction, and/or confirmed in our report.

**19 Insurance Reinstatement Estimates**

19.1 If requested, these will be provided, but should not be confused with a formal Insurance Cost Reinstatement Estimate undertaken by a building surveyor (this can be provided upon request and at an additional charge).

19.2 The estimate will be a guide only to the likely reinstatement cost of the buildings as existing, assuming cover on an indemnity basis with fully operative reinstatement clauses and no special conditions. An instantaneous basis of value will be adopted without regard to future inflation and without provision for loss of rent, any consequential loss or vat. The estimate will include allowances for demolition, site clearance and professional fees.

**20 Monitoring**

20.1 As a member firm of the RICS the valuations under this instruction, may be subject to monitoring for compliance with the RICS Valuation – Global Standards, January 2022. If subject to monitoring, we may be required to disclose our file and valuation to officers of the RICS.

## Appendix II

### Ordnance Survey Extract showing area to be conveyed

Mary's Catholic  
Primary School

UPTON STREET

RC Church

The  
Bungalow

St Mary's  
Convent

3



0 10 m 20 m

## Appendix III

### Original AHR Report and Updated Figures

ST MARY'S SCHOOL AND CONVENT SITE, BATLEY  
THE DIOCESE OF LEEDS

BUDGET COSTS

BASE DATE - APRIL 2024 Review

**CONVENT CONDITION WORKS**

Element	quants	unit	rate	Condition Works	Residential Refurbishment	
				Repairs		
<b>1 Alteration / Re-Modelling Works</b>						
a) Site Cleanance / Full Internal Strip Out		Item		£2,500	-	
b) Removal of Roof Covering / Part Structure	220	m2	10.00	£2,200	-	
c) Demolish Garage		Item		£1,000	-	
<b>2 Substructures</b>						
a) GF Timber Floor Repairs / Replacement		Item		£2,500	-	
b) Damp Proof Treatment / Tanking Works		Item		£5,000	-	
<b>3 Frame</b>						
a) Structural Floor Strengthening		Item		-	£2,500	
<b>4 Upper Floors</b>						
a) First Floor Repairs		Item		-	£2,500	
<b>5 Roof</b>						
a) Repairs / New Roof Structure (On Plan)	156	m2	60.00	£9,360	-	
b) New Slate Roof Coverings	220	m2	90.00	£19,800	-	
c) Flashings and the like		Item		£1,500	-	
d) Rainwater Gutters & Down Pipes		Item		£3,000	-	
<b>6 Stairs</b>						
a) Internal Domestic Staircases Basement to First Floor		Item		-	£3,000	
<b>7 External Walls</b>						
a) Structural Repairs to Stoneworks / Lintels, Cills etc.		Item		£5,000	-	
b) Repointing / Cleaning Existing Walls	300	m2	50.00	£15,000	-	
c) Insulated PB Wall Linings to Existing External Walls	300	m2	40.00	£12,000	-	
<b>8 Windows &amp; External Doors</b>						
a) Repairs / Replacement Windows		Item		£12,000	-	
b) Repairs / Replacement External Doors	2	Nr	800.00	£1,600	-	
<b>9 Internal Walls &amp; Doors</b>						
a) New Internal Walls / Partitions		Item		-	£5,000	
b) Internal Door Sets	6	Nr	450.00	-	£2,700	
<b>10 Finishings:</b>						
a) Floor Finishings	-	-	-	-	(Excluded)	
b) Plaster / Decoration Wall Finishings	600	m2	30.00	-	£18,000	
c) Plaster / Decoration Ceiling Finishings	600	m2	40.00	-	£24,000	
<b>11 Fixtures &amp; Fittings:</b>						
a) Fitted Kitchen	1	Nr	8,000.00	-	£8,000	
b) Fitted Bedroom Wardrobe	1	Nr	1,000.00	-	£1,000	
<b>12 Sanitary Fittings &amp; Internal Drainage</b>						
a) GF Cloaks WC	1	Nr	750.00	-	£750	
b) FF Bathroom	1	Nr	3,000.00	-	£3,000	
c) Internal Drainage	1	Nr	750.00	-	£750	
<b>13 M&amp;E Services</b>						
a) Mechanical Services	1	Nr	7,500.00	£7,500	-	
b) Electrical Services	1	Nr	7,500.00	£7,500	-	
c) Builders Work in Connection with Existing Services		Item		£1,500	-	
				£108,960	£71,200	
<b>ADD</b>						
Building Scaffold / Internal Working Platforms				Item	£10,000	£15,000
<b>Sub Total</b>				<b>£118,960</b>	<b>£86,200</b>	

Preliminaries 15% £17,844 £12,930

General Contingency 5% £6,840 £4,957

**Sub Total** **£143,644** **£104,087**

Inflation - December 2016-December 2020 (4 years) 12% £821 £595

Inflation - December 2020-May 2023 (3.5 years) 21% £31,602 £22,899

Inflation - May 2023-April 2024 (11 months) 4% £5,779 £4,187

Further deterioration and structural worsening increase 40% £72,738 £52,707

**Sub Total** **£254,583** **£184,475**

Professional fees 12.50% £31,823 £23,059

Statutory fees say £2,000 £2,000

**Sub Total** **£288,406** **£209,534**

VAT 20% £57,681 £41,907

**TOTAL PROJECT COST - CONDITION AND HABITATION** **£346,088** **£251,441**

**COMBINED COSTS - CONDITION AND HABITATION** **£597,528**

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26 May 2023  
BC.HUD.2016.00001.005/02

Mr K Anderson  
Property Administrator  
Diocese of Leeds  
Hinsley Hall  
62 Headingley Lane  
Leeds  
LS6 2BX

Dear Mr Anderson

**St Mary's Convent (Nunnery), Batley  
Condition Review Update 2023**

Further to your recent instructions, we have now revisited the Convent (Nunnery) at St Mary's, Batley with the objective to review its condition following ongoing concerns in regards its further deterioration and dilapidation.

As you are aware, an original condition review was undertaken in January 2014, which covered both the adjacent original School buildings (vacated since 2000), as well as the Convent. AHR previously carried out a review of the building in December 2020.

Previous commentary in earlier reports has referred to the Convent as the Nunnery – for the purpose of this update, we will be using the term Convent only.

The January 2014 report is attached for reference purposes, of which section 3.3 covers the Convent with relevant photographs included at the rear of the report.

Our latest re-inspection was undertaken on Monday 24 April 2023. The weather at the time was dry, with blue skies and sunny.

Access into the Convent is restricted due to its condition and access was kindly provided to me by your Mr Barry Lewis, Health and Safety Officer for The Diocese of Leeds. We did feel the need to wear PPE in accessing the property, including safety boots and hard hat.

We note that access to the private road, Upton Street, on which the Convent is sited, is restricted on a daily basis by the adjacent (new) School to mitigate traffic use and cross over with children, parents and staff.

The intention of this update is not to comment on every single defect or concern but more to provide an overview as to how the Convent has deteriorated over the last 10 years.

We have also prepared, and attach, a photographic schedule in support of this, which I believe you will see is self-explanatory to the key issues at hand.

**Structural Movement**

**Building Consultancy**

We are concerned that further, more significant structural movement has occurred within the property, both to the main elevation onto Upon Street as well as the side gable, adjacent to the Old-School buildings.

Visible and quite extensive cracking has developed at ground floor and first floor levels indicative of outwards rotation to the front elevation, particularly noticeable to the first floor and visible externally and internally, with bulging and buckling of the side gable both horizontally and vertically, again very noticeable both internally and externally.

This raises concern as to how the external walls are tied into the first-floor structure as well as the roof line, with potential roof structure movement being contributable, particularly to the main elevation movement at high level.

Whilst not currently considered an immediate risk in relation to collapse or failure, it is very clear that movement has significantly increased since 2014 and will only continue to do so over coming months and years, and if left unchecked, could well bring with it the risk of partial failure occurring at some point.

General internal cracking, corresponding with external cracking is also very noticeable to the rear of the property, more so at upper floor level and it does appear that the 'back' of the property may well have 'broken', with movement centred from the mid line of the building across ridge position.

One example is a vertical crack at first floor level whereby day light can clearly be seen shining through from the outside.

Within the ground floor main kitchen a section of concrete floor slab in front of the kitchen units has settled and rotated minimum 75mm downwards, corresponding very much with the other wider movement that has occurred over these last 10 years.

We were very surprised to see the extent of structural deterioration which has occurred over this period and am extremely concerned at the speed this has developed and the likely issues this will bring in the future.

### **General Condition**

Overall, the general condition internally and externally to the property can only be described as very poor indeed.

Significant deterioration and dilapidation has occurred over the 6-year period since our last inspection, with some of the key points noted, highlighted below:

Extensive further water ingress from roof levels around chimney penetrations, and generally across the upper roof level

Significant internal fabric damage is being caused by this ingress with sections of lath and plaster collapsing and streaming water affecting internal finishes, equipment and timbers

Collapsed section of roof structure and covering into the ground floor kitchen. Streaming water damaging all internal finishes and kitchen units. Ivy and other growths spreading internally. Roof timbers saturated

Collapsed sections of roof structure and coverings to the rear lean-to buildings that form the rear kitchen, dining and toilet areas. These areas are particularly badly affected. Internal finishes are heavily affected by this as are fitted items. The roof structures in these areas are beyond repair. Ivy and other growths prevalent throughout

Collapsed section of chimney from upper roof level has also caused significant structural damage to the rear roof areas, as well as high level gutter and fascia collapse having occurred further exasperating the issues

Extensive wet rot and dry rot visible to ancillary joinery in wide areas across the ground floor  
Water ingress and significant residual damage evident to upper floor areas affecting bathrooms, joinery and all decorative finishes

All external timber windows suffering from rot. These are single glazed and beads are heavily deteriorated and sealants cracked and failed. The next stage risk is glazing falling out or wide spread window collapse starting

Significant growth of self-seeded 'trees' and Ivy spread evident across the majority of external elevations.

General failure of high level rainwater goods and downpipes is occurring with timber decay of fascia boards and barge boards progressing at pace

Further deterioration of the facings to all external stonework and pointing, exasperated by ongoing structural movement

Whilst the main incoming power supply is still live, we consider that the general wiring distribution systems is affected significantly due to both age of installation and also the significant fabric failures occurring. It was not safe to try and utilise any lighting systems or others, as these have all been made safe at distribution source. We understand from our retrospective discussion that the electrical system has previously been condemned and that the mains supply does now need disconnecting due to safety concerns

The incoming gas supply meter has been removed and it appears that internal copper pipework has been 'ripped' out in wide areas of the basement, likely from an earlier break-in over the last 6 years

Whilst the basement area was relatively dry, higher level water ingress issues have now reached the ground floor structure and it could be seen that wet rot is starting to spread in areas of the ground floor timbers which could be seen from within the basement

## **Costs**

You may recall that an exercise was undertaken in December 2016 to prepare costs associated with the Condition related works to the Convent as well as costs associated with addressing the impact of the fabric issues and as required to bring the property into a habitable state.

These costs are attached for your reference, but in summary, the combined figure for Condition and Habitation works at December 2016 was £339,236 (including professional fees and VAT).

We have reviewed these costs based upon the findings of our inspection on 24 April 2023.

We have applied a high level of inflation allowance to these figures, as well as a 35% increase due to the significant deterioration and extensive damage that has occurred over the last 10 years.

The combined figure therefore for Condition and Habitation works at May 2023 is £554,224 (including professional fees and VAT).

We attached this updated assessment for your reference.

## **Conclusion**

The Convent at Upton Street, Batley has deteriorated very significantly over the last 10 years.

Extensive structural and fabric works are required to make the property safe and suitable for occupation.

The property is currently unfit and unsafe for any form of human habitation.

Any costs to rectify the significant issues faced at the Convent will far outweigh the residual market value of the property.

We retain growing concern that ongoing deterioration is likely to lead to further roof level collapse and potential wider destabilisation of outer walls which could in time lead to the risk of partial or wider collapse, as well as ongoing speedy deterioration of internal elements and remaining finishing's.

We do trust that the above and enclosed is in order and suitable for your needs at this time. Should you wish to clarify any point in further detail, then please do not hesitate to contact me.

Kind regards

Your sincerely

Philip Facey BSc (Hons) MRICS  
Associate Director  
For and on behalf of AHR Building Consultancy Ltd

Enc:

December 2020 Photograph Schedule  
Original December 2016 Budget Costs  
May 2023 Budget Cost Review  
Original January 2014 Condition Review



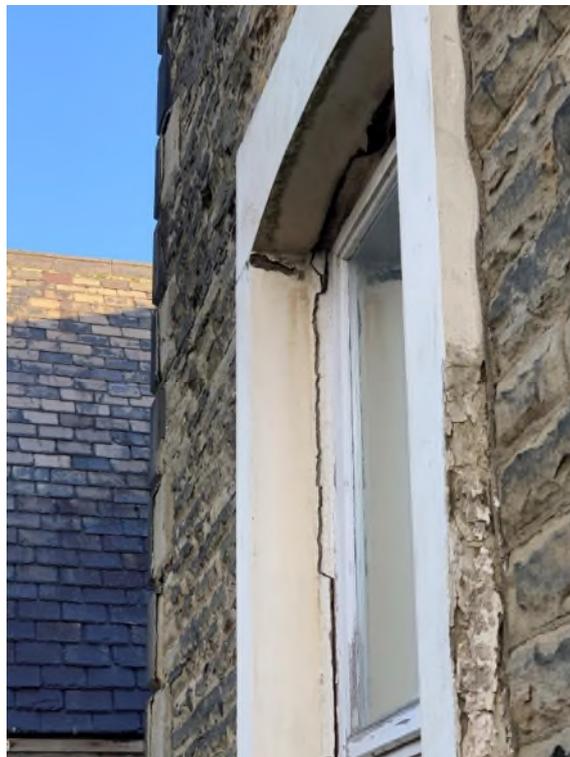
Front Elevation from Upton Street



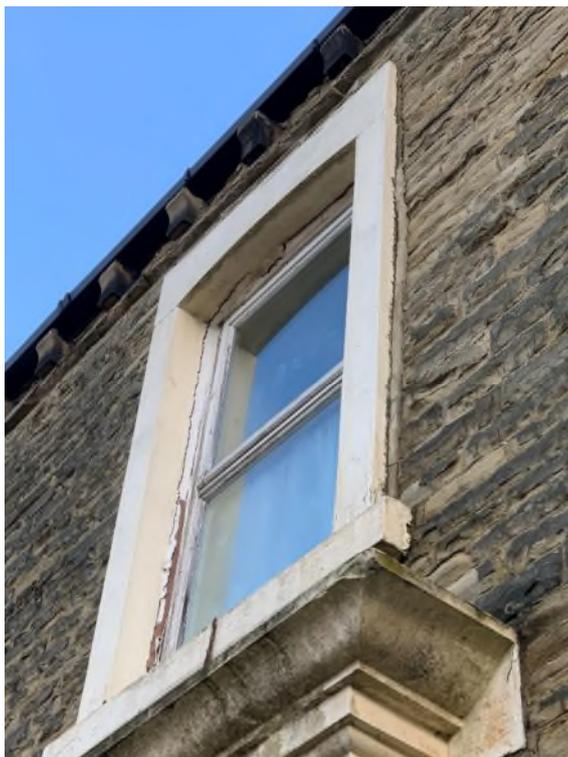
RH Side Elevation from Upton Street



Rear Elevation



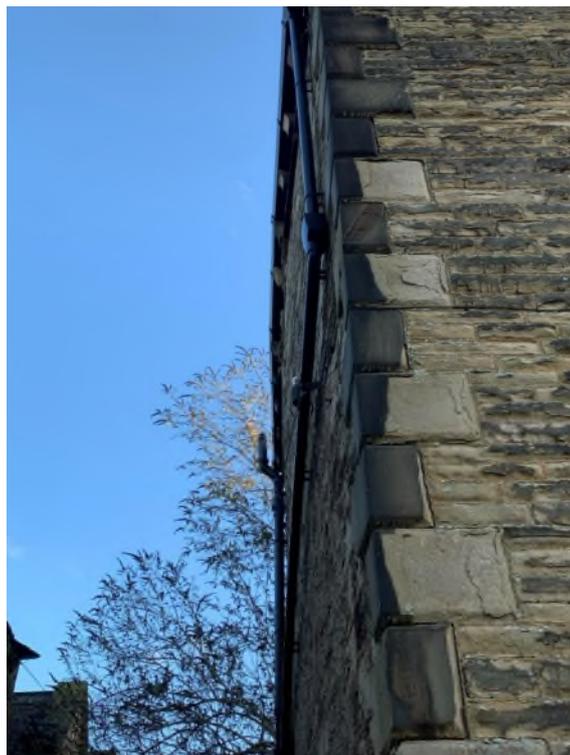
Typical movement and window condition



Typical Movement and window condition



Front Elevation Buldge



LH Side Elevation Buldge



LH Side Elevation general



LH Side Elevation general



Rear Chimney collapse and gutter and fascia failure



Typical LH Side Elevation



Cracking extending to stone cills



Over grown Ivy to RH Elevation



Front Elevation displacement



Internal cracking at GF level corresponding with external movement



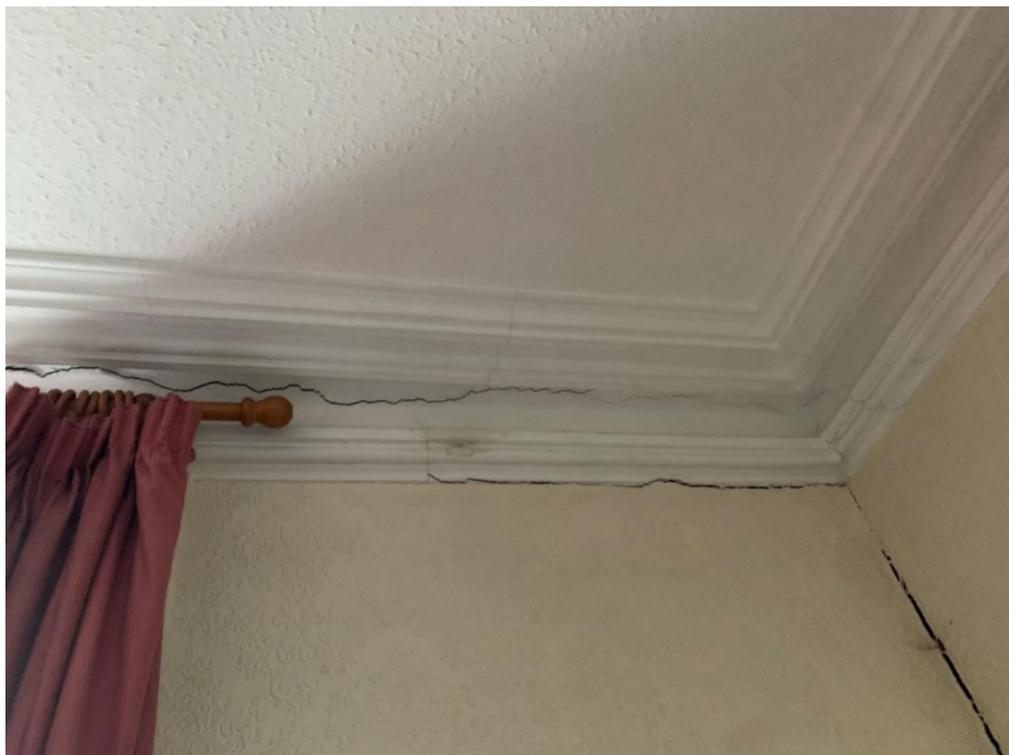
Internal cracking at GF level corresponding with external movement



Internal cracking at GF level corresponding with external movement



Ground floor ceiling damage from roof level water ingress



GF cracking and movement



GF Bathroom affected by ceiling collapse and water ingress



Further GF movement to front elevation



Further GF movement to front elevation



Wet rot to GF floor structure – taken from basement



Copper distribution system has been 'stolen'



Gas meter removed



GF main kitchen floor slab sunk and rotated



Collapsed ceiling and floor structure above GF main kitchen



GF Kitchen damage



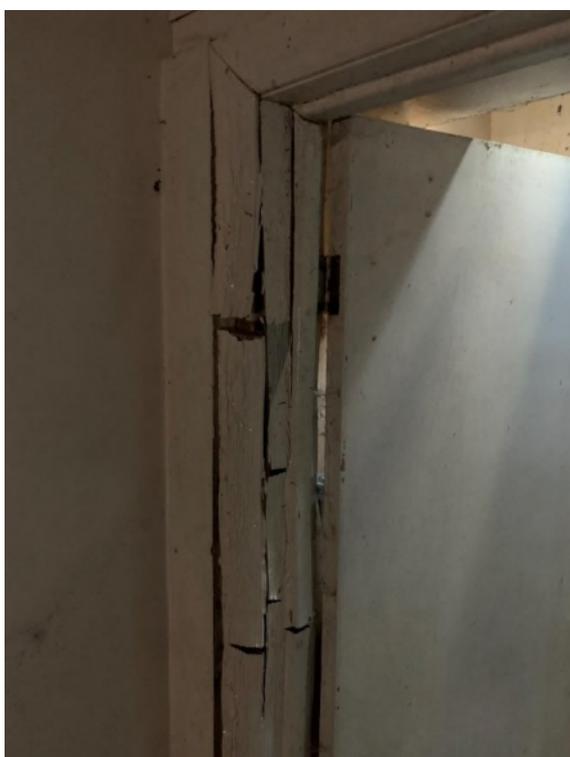
GF rear kitchen damage due to roof structure collapse



GF rear kitchen roof structure collapse



GF rear kitchen damage due to roof structure collapse



Typical wet rot to GF joinery



Typical wet rot to GF joinery



GF side toilet – roof collapse above



GF side kitchen – roof collapse above



Roof collapse above toilets

Roof collapse above side kitchen



Extensive water damage due to roof collapse – Ivy and general growth internal



GF toilet roof collapse



FF cracking to front elevation



FF cracking and movement to front elevation



FF toilet damage due to water ingress



FF toilet damage due to water ingress



FF cracking and movement to side gable



General dampness and water ingress at FF



General dampness and water ingress at FF



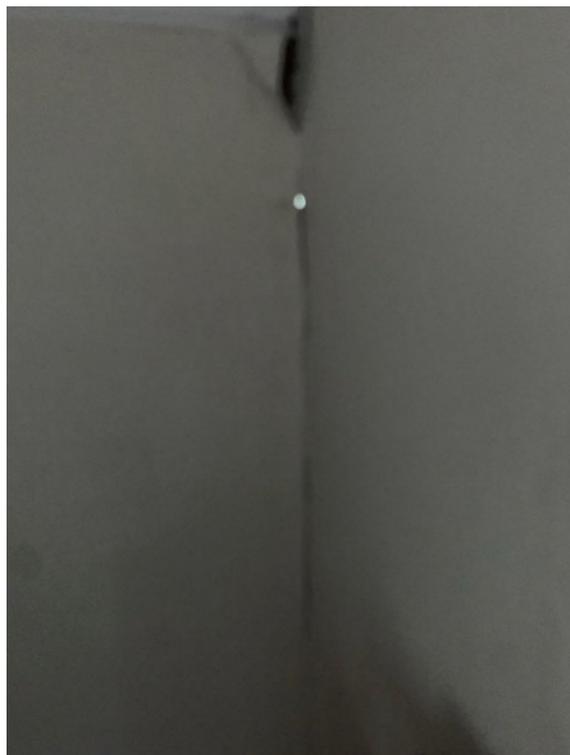
General dampness and water ingress at FF



General dampness and water ingress at FF



Extensive movement on centre line – note light from outside via clear gap



Extensive movement on centre line – note light from outside via clear gap



FF movement general



FF movement general



Water ingress around upper chimney



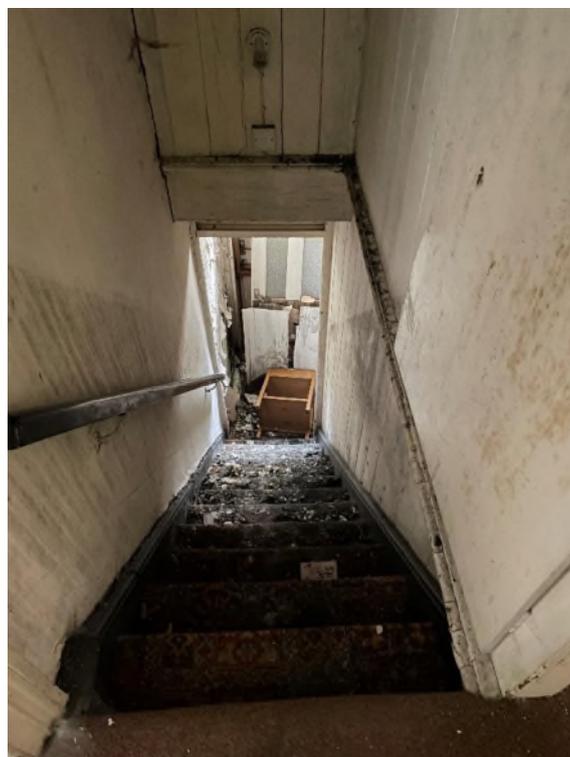
General cracking



General cracking



General cracking



General poor condition of staircase



General poor condition of staircase

ST MARY'S SCHOOL AND CONVENT SITE, BATLEY  
THE DIOCESE OF LEEDS

BUDGET COSTS

BASE DATE - MAY 2023 Review

**CONVENT CONDITION WORKS**

Element	quants	unit	rate	Condition	Residential
				Works	Refurbishment
				Repairs	
1 <u>Alteration / Re-Modelling Works</u>					
a) Site Cleanance / Full Internal Strip Out		Item		£2,500	-
b) Removal of Roof Covering / Part Structure	220	m2	10.00	£2,200	-
c) Demolish Garage		Item		£1,000	-
2 <u>Substructures</u>					
a) GF Timber Floor Repairs / Replacement		Item		£2,500	-
b) Damp Proof Treatment / Tanking Works		Item		£5,000	-
3 <u>Frame</u>					
a) Structural Floor Strengthening		Item		-	£2,500
4 <u>Upper Floors</u>					
a) First Floor Repairs		Item		-	£2,500
5 <u>Roof</u>					
a) Repairs / New Roof Structure (On Plan)	156	m2	60.00	£9,360	-
b) New Slate Roof Coverings	220	m2	90.00	£19,800	-
c) Flashings and the like		Item		£1,500	-
d) Rainwater Gutters & Down Pipes		Item		£3,000	-
6 <u>Stairs</u>					
a) Internal Domestic Staircases Basement to First Floor		Item		-	£3,000
7 <u>External Walls</u>					
a) Structural Repairs to Stoneworks / Lintels, Cills etc.		Item		£5,000	-
b) Repointing / Cleaning Existing Walls	300	m2	50.00	£15,000	-
c) Insulated PB Wall Linings to Existing External Walls	300	m2	40.00	£12,000	-
8 <u>Windows &amp; External Doors</u>					
a) Repairs / Replacement Windows		Item		£12,000	-
b) Repairs / Replacement External Doors	2	Nr	800.00	£1,600	-
9 <u>Internal Walls &amp; Doors</u>					
a) New Internal Walls / Partitions		Item		-	£5,000
b) Internal Door Sets	6	Nr	450.00	-	£2,700
10 <u>Finishings:</u>					
a) Floor Finishings	-	-	-	-	(Excluded)
b) Plaster / Decoration Wall Finishings	600	m2	30.00	-	£18,000
c) Plaster / Decoration Ceiling Finishings	600	m2	40.00	-	£24,000
11 <u>Fixtures &amp; Fittings:</u>					
a) Fitted Kitchen	1	Nr	8,000.00	-	£8,000
b) Fitted Bedroom Wardrobe	1	Nr	1,000.00	-	£1,000
12 <u>Sanitary Fittings &amp; Internal Drainage</u>					
a) GF Cloaks WC	1	Nr	750.00	-	£750
b) FF Bathroom	1	Nr	3,000.00	-	£3,000
c) Internal Drainage	1	Nr	750.00	-	£750
13 <u>M&amp;E Services</u>					
a) Mechanical Services	1	Nr	7,500.00	£7,500	-
b) Electrical Services	1	Nr	7,500.00	£7,500	-
c) Builders Work in Connection with Existing Services		Item		£1,500	-
				£108,960	£71,200
<b>ADD</b>					
Building Scaffold / Internal Working Platforms		Item		£10,000	£15,000
				<b>Sub Total</b>	<b>£118,960</b>
					<b>£86,200</b>

Preliminaries 15% £17,844 £12,930

General Contingency 5% £6,840 £4,957

**Sub Total** **£143,644** **£104,087**

Inflation - December 2016-December 2020 (4 years) 12% £821 £595

Inflation - December 2020-May 2023 (3.5 years) 21% £30,338 £21,983

Further deterioration and structural worsening increase 35% £61,181 £44,333

**Sub Total** **£235,984** **£170,997**

Professional fees 12.50% £29,498 £21,375

Statutory fees say £2,000 £2,000

**Sub Total** **£267,482** **£194,371**

VAT 20% £53,496 £38,874

**TOTAL PROJECT COST - CONDITION AND HABITATION** **£320,978** **£233,246**

**COMBINED COSTS - CONDITION AND HABITATION** **£554,224**

+

# **Condition Statement in Support of Listed Building and Conservation Area Consent St Mary's (Old) Catholic Primary School, Batley**

January 2014

Aedas Building Consultancy Ltd  
BC.HUD.2012.00002.031

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Aedas  
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## **1.0 INTRODUCTION**

The following building condition statement has been prepared in support of applications for Listed Building and Conservation Area Consent.

Aedas Building Consultancy has been commissioned to produce a report on the condition of the buildings of the old St Mary's Catholic Primary School, Batley in relation to proposals to demolish and clear the site of all the former school and nunnery buildings. Part of the school is attached to the Church of St Mary of the Angels (listed, grade II) and its presbytery. The affected buildings are not included in the listing description of the church, but the original school building and extension are considered to be listed through attachment or through being within the curtilage of the listed building.

The Building Condition Report has been produced to inform the owner, their agents and the planning authority of the main areas of concern relating to the condition of the building fabric and its main services.

This statement has been prepared by Neil Ward of Aedas Building Consultancy.

A Heritage Impact Assessment has also been prepared to accompany this application, in which the significance and historical background of the buildings are covered in detail. The HIA confirms that although the some of the subject buildings are unlisted they form part of a group associated with and possibly affecting the setting of the listed church.

## **2.0 BACKGROUND**

The School was apparently built in three phases. The lower roadside section, closest to Upton Street, was constructed in 1868. This original section of the school was extended in 1898 to form the main hall and the larger range of buildings. The adjacent detached school building running at right angles to the aforementioned hall was constructed in 1934, as the Senior Boys' Department, which later became the Junior School around the 1960's.

Use of the school buildings reduced following the construction of the adjacent modern school in 1971. Parts were used as an after school club, with the buildings finally becoming redundant around 14 years ago.

The Nunnery, which faces onto Upton Street with gardens extending to North Bank Road, dates from 1876, but has been much altered and extended. The nunnery became vacant approximately two years ago.

## **3.0 BUILDING CONDITION**

The following section of this report should be read in conjunction with the photographs contained in Appendix A.

### **3.1 Original School Building (1868) and Extension (1898)**

Both the original section of the school and the subsequent extension are traditionally constructed with masonry loadbearing walls and a slate covered pitched roof supported by timber trusses. Coursed natural stone rubble walling forms the external face of the walls. Dressed stone heads and cills surround timber framed windows and doors. A few other stone features are present principally above the main entrances and to the rear gable end wall.

The majority of the building is single storey however there is a part basement towards the rear of the building above which a slightly raised mezzanine floor is formed. There is also an attached link through to the adjacent church however this is locked off at present.

Internal walls are a mixture of original plastered masonry walls and later constructed partitions. Original ceilings are lath and plaster although many have been underdrawn with more modern modular exposed grid and lay in tile type suspended ceilings. Floors are a

mixture of solid and suspended timber with a variety of finishes, including exposed timber block/strip flooring, carpet and vinyl.

The overall condition of this building is very poor. It is evident that the building has suffered from significant water ingress through many defective sections of the roof and walls. Damp staining to ceilings and deterioration of wall plaster is prevalent throughout the building however significant structural damage is evident in parts of the main hall and rear mezzanine area where substantial timber decay is evident to roof trusses, lintels, suspended floors and steps. The majority of internal joinery elements in these areas are similarly affected.

The external windows and doors have been boarded over to secure the building as best as possible while it has been unoccupied however it is clear it has periodically suffered from acts of vandalism and theft. Lead flashings at roof abutments and sheet lead coverings to dormer cheeks and roof ventilators have been ripped and removed in many areas leaving the roof vulnerable and leaking. Slipped, cracked and missing slates and loose ridge tiles are also evident. Eaves gutters are generally timber and these have rotted through in a number of areas and are blocked with vegetation in others. The original downpipes appear to have been cast iron. Where these remain they are in poor condition with cracks evident. Sections of replacement upvc rainwater pipes have been introduced in some places however these are now damaged or missing in some places. All these defects are all contributing to the water ingress and damp problems.

As expected for a building of this age the external stonework and pointing is weathered in many places, particularly at low and high level. There is evidence of previous structural movement however this may have been stabilised by the introduction of tie rods through the roof space which appear to connect to external plates which are visible high up on the rear gable end wall. Open joints in some of the gable coping stones are however evident which suggest some subsequent or on-going movement. Many dressed stone features particularly window heads, cills and some moulded details are in poor condition and exhibit signs of significant weathering and deterioration in the form of delaminating and cracking.

Although the majority of windows and doors are fully boarded it is apparent that their condition is poor with several areas of rotten and bare timberwork and broken glazing.

The inside of the building is in an equally poor condition and state of repair. Due to the aforementioned water ingress and damp issues there is significant decay to both structural timbers and general joinery elements throughout large sections of the building due to attacks by wood rotting fungi. A defective gutter towards the rear of the building has allowed the saturation of a suspended floor in a toilet area which has now partially collapsed and is unsafe. A virulent and active outbreak of dry rot is evident throughout the majority of the back half of this cluster of buildings. This has affected large sections of roof trusses, large lintels and a small flight of stairs which are now considered structurally compromised. In addition to attack to many window and door frames, timber panelling, pattresses and cupboards, there are also sections of timber block flooring which are similarly affected. There are also other large areas which, although seemingly not rotten at present, have been affected by the damp conditions and swollen to such a degree that the timber blocks have lifted from the main floor, by over 300 mm in several places.

Both the original lath & plaster ceilings and the later suspended ceilings are in poor condition with sections missing, partially collapsed or badly water stained. It is evident in other areas above the suspended ceilings that the original lath & plaster is in a very poor condition as wired mesh has been used to minimise the chance of loose plaster falling to the rooms below.

The majority of sanitaryware and toilet cubicles are in a very poor state having been vandalised and broken in many places. Where they remain intact they are very dated.

Although the building services are currently turned off and isolated their visual condition and appearance is poor and dated. There is evidence of corroded heating pipework and very old electric water heaters and convector heaters. The main electrical supply cabling and

distribution boards also appear very dated and although not tested it is anticipated that these will not be compliant with current safety standards. It is to be expected that all mechanical and electrical services will not be suitable for repair or upgrading and complete replacement will be required.

### **3.2 Senior Boys Department**

A detached single storey building, typical of its era, originally consisting of a large framed and glazed elevation (facing the former playground area), rendered brick walls and piers with a slate covered pitched roof.

Felt covered flat roof extensions with walls constructed from facing brickwork have subsequently been added to the west along with another enclosed area covered with corrugated plastic sheeting which appears to have formed a conservatory area.

As with the main school the use of this building has declined since the construction of the new school in 1971. Since the building has been un-used its condition has deteriorated and it has again been the focus for vandalism. A relatively recent arson attack has exacerbated the situation and left a large proportion derelict and unsafe.

The overall condition of the building is very poor with large holes in the pitched slate roof coverings. From holes in the ceilings it appears as though sections of the flat roof deck to the extended areas have been replaced with plywood however there are areas where this appears to be older softwood boarding which is saturated and defective. There was consequently no safe access onto the roof but even without close inspection it appears the felt waterproofing layers are life expired and have missing flashings at abutment details. Rainwater goods are a mixture of cast iron and plastic and are generally either defective due to their old age or as a result of fire damage.

With the exception of a brick wall to the south elevation, which appears to be a more recent addition, the brickwork and render is in a poor condition, particularly to the eastern side where much cracked and spalled render is evident along with vegetation growth within the masonry.

Windows and doors are generally boarded up however it is possible to ascertain that the arson attack originated in the main rooms as there is significant charring to the external window frames on the east elevation. Other windows off the flat roof and north elevation are also badly damaged with many broken panes and rotten sections of timber.

Due to the arson attack the inside of this building is in a very poor condition with a large percentage of it being destroyed by the fire and smoke damage. Holes in the roof have no doubt lead to the current decay and collapse of the floor in some of the main rooms rendering many areas inaccessible and unsafe. There is evidence of an active attack by wood decaying fungi to other parts of the suspended timber floor which will continue to develop and spread.

Although other areas to the west of this derelict and dilapidated building are not in the same state the internal finishes, services and fixtures and fittings are still in very poor condition and considered to be beyond economical repair.

### **3.3 Nunnery**

The original section of the Nunnery building fronts onto Upton Street and is traditionally constructed with a slate covered pitched roof over stone faced masonry walls. Dressed stone heads, cills and reveals surround both window and door openings. Other dressed stone features include quoins and bracket details to the front elevation. Less prominent elevations to the side and rear are constructed of brickwork with patches of render. The building has been extended a number of times with the latest additions being formed with brick and artificial stone walls. These have a slate covered lean to roof and a small felt covered flat roof. Windows to the building are timber framed and are generally of a sliding sash style and single glazed. The glazing is generally single pane however double glazed units are evident to some sashes. Casement windows are fitted to the later extensions.

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A pre-fabricated concrete panel garage with corrugated roof sheeting and up and over door is situated to the right hand side of the building.

The internal accommodation is spread over three storeys, basement, ground and first floors and generally consists of separate bedroom, toilet and kitchen facilities, meeting rooms and storage space.

From both an external and internal inspection it is evident this building has suffered from considerable structural distress. Several cracks through and around external stone window heads and cills and along masonry units can be seen. Widespread internal cracking to wall and ceiling plaster and through cornices can be observed throughout the property.

While there were no satisfactory vantage points to view the roof it was possible to detect damp staining from inside some of the first floor rooms, particularly around some of the chimney breasts. One area of seemingly recent ingress is apparent over one of the first floor bathrooms where a section of plaster has been brought down from the ceiling's timber lathing. The condition of the main roof is consequently suspected to be poor.

A section of defective deck to the small flat roof to the most recent extension is evident along with defective upstands and verge detail where the felt waterproofing is missing.

While some sections of rainwater goods are clearly old and at the end of their serviceable life they generally appear to be functioning satisfactorily, except for a section near the left hand side entrance door where damp staining and mould growth is evident. A section facing the rear also appears to be blocked and overgrown with vegetation.

The older sections of stonework show signs of deterioration, particularly to some high level areas and to the more exposed quoin stones. These are delaminating and spalling in many places. Sections of render on the side elevation are also cracked and appear loose.

The internal accommodation is in a fair and functional condition however many of the bathroom and kitchen facilities are basic and very dated.

There is evidence that the electrical and heating installations have been modernised in the recent past. As the building has only been unoccupied for a couple of years and there are signs of recent testing work it is presumed that the mechanical and electrical systems are compliant and could be brought back into service. Physical testing of the building services and appliances would however be needed to verify this.

### **3.4 Site Features**

With the exception of the garden to the Nunnery the site is generally very overgrown. The former tarmac surfaced playground areas are overrun with and broken up in many areas by vegetation which appears to include self-seeded trees and saplings, brambles, buddleia and Japanese knotweed.

### **4.0 THE NEED FOR THE PROPOSED WORKS**

Most elements of the buildings and site are considered to be in very poor condition overall. With the buildings being unused the deterioration will continue, particularly in areas of active timber rot and where water ingress and damp problems are prevalent.

The buildings proposed for demolition have been unused for many years and their use is considered redundant. Their retention and repair is also not considered to be economic. A redevelopment and change of use would present logistical and safeguarding issues due to the site being accessed via Upton Road through both the existing school and church grounds.

The potential for the deterioration in the former original school building to spread or affect elements where it attaches to the listed church/presbytery causes particular concern. The proposed demolition would consequently minimise this possibility and aid access for future necessary repair and maintenance work to these retained buildings.

The buildings are clearly victim to general vandalism and anti-social behaviour. Unauthorised access to the site has led to one of the buildings suffering from a major arson attack. The buildings are generally unsafe if accessed and pose a further concern to the working primary school opposite.

The proposed demolition and site clearance will improve the external environment of the school and minimise the risks associated with trespass and unauthorised access.

## **5.0 IMPACT OF THE PROPOSED WORKS**

As detailed in the Heritage Impact Assessment, which accompanies these applications, the subject buildings affect the setting of the Church of St Mary of All Angels (listed grade II). They aid the understanding of the historic development of the site but due to the many alterations and their present condition they are not considered remarkable or significant enough to justify retention.

## **6.0 CONCLUSION**

The buildings which are subject to the proposed works are considered to have much less significance than that of the adjacent listed church. The removal of the buildings will greatly assist in the maintenance and long term preservation of the church and prevent the risks associated with retaining unoccupied and unsafe properties.

There is no viable use for these buildings with the constraints and characteristics of the site without compromising the use of the adjacent land and operational school buildings.

A cleared site will provide a more suitable and much safer environment for the existing school and the wider community.

**Appendix A  
Photograph Schedule**

Original School (1868)



Photo 1  
Front elevation



Photo 2  
Defective roof and gutter. Missing lead flashings and sheeting to dormer cheek.



Photo 3  
Typical internal view showing damp walls and floors



Photo 4  
Defective lath and plaster ceiling

Extension (1898)



Photo 1  
Typical view of side elevation



Photo 2  
Defective slating to main roof



Photo 3  
Rotten eaves gutter



Photo 4  
Typical cracking and delaminating stonework



Photo 5  
Typical example of rotten window frame



Photo 6  
Defective ceilings



Photo 7  
Typical internal view of circulation area



Photo 8  
Extent of dampness to external walls



Photo 9  
Swollen parquet flooring to main hall



Photo 10  
Rotten timber beam



Photo 11  
Rotten timber to truss member



Photo 12  
Dry rot to stairs



Photo 13  
Active dry rot to wall panelling and skirting



Photo 14  
Dry rot to window reveal, cill and built in cupboard



Photo 15  
Rotten and collapsed floor



Photo 16  
Rotten door frame and water ingress

Senior Boys' Department (1934)



Photo 1  
Overall view of eastern elevation



Photo 2  
Fire damaged window frame, fascia, melted rainwater goods etc



Photo 3  
Overall view of defective pitched and flat roofs



Photo 4  
Typical rotten window frame



Photo 5  
Overall view of main fire damaged rooms



Photo 6  
Typical fire damage to external timber framing



Photo 7  
Collapsed floor to central main room



Photo 8  
Active dry rot to floor/internal joinery



Photo 9  
Typical view of circulation areas



Photo 10  
Typical view of toilet accommodation

Nunnery (1876)



Photo 1  
Front elevation



Photo 2  
Side elevation (South)



Photo 3  
Extensions to rear elevation



Photo 4  
Typical internal cracking



Photo 5  
Damaged ceiling and water ingress to 1<sup>st</sup> floor



Photo 6  
Structural cracking on ground floor



Photo 7  
Typical kitchen accommodation



Photo 8  
Typical toilet facilities

Appendix IV  
Photographs by AHR



Front Elevation from Upton Street



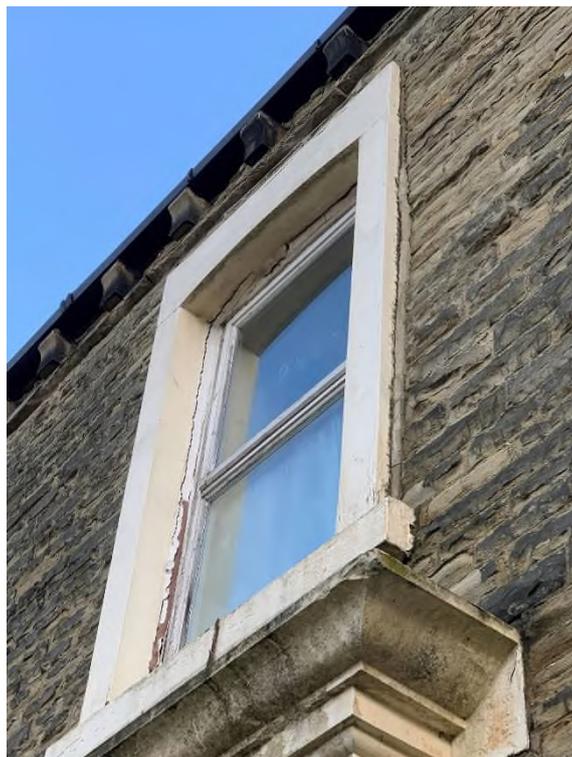
RH Side Elevation from Upton Street



Rear Elevation



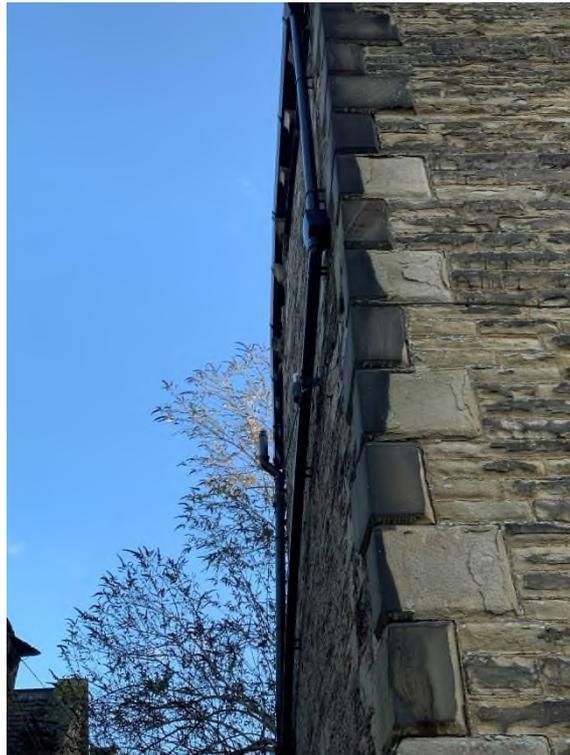
Typical movement and window condition



Typical Movement and window condition



Front Elevation Buldge



LH Side Elevation Buldge



LH Side Elevation general



LH Side Elevation general



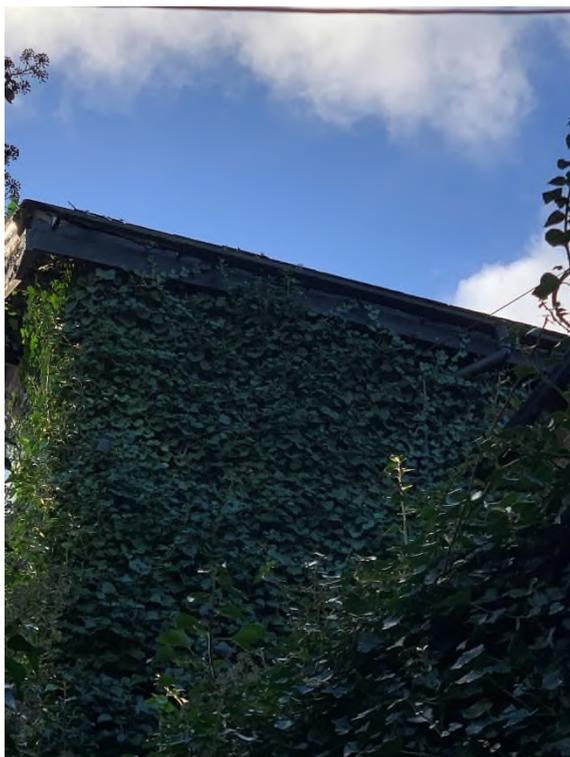
Rear Chimney collapse and gutter and fascia failure



Typical LH Side Elevation



Cracking extending to stone cills



Over grown Ivy to RH Elevation



Front Elevation displacement



Internal cracking at GF level corresponding with external movement



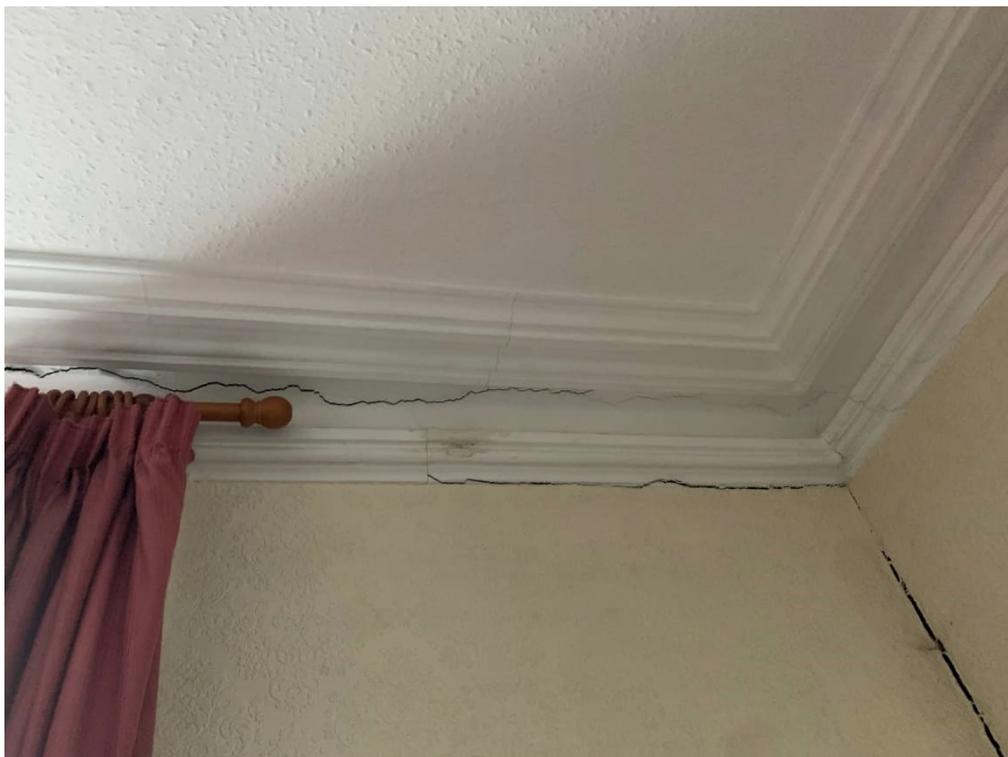
Internal cracking at GF level corresponding with external movement



Internal cracking at GF level corresponding with external movement



Ground floor ceiling damage from roof level water ingress



GF cracking and movement



GF Bathroom affected by ceiling collapse and water ingress



Further GF movement to front elevation



Further GF movement to front elevation



Wet rot to GF floor structure – taken from basement



Copper distribution system has been 'stolen'



Gas meter removed



GF main kitchen floor slab sunk and rotated



Collapsed ceiling and floor structure above GF main kitchen



GF Kitchen damage



GF rear kitchen damage due to roof structure collapse



GF rear kitchen roof structure collapse



GF rear kitchen damage due to roof structure collapse



Typical wet rot to GF joinery



Typical wet rot to GF joinery



GF side toilet – roof collapse above



GF side kitchen – roof collapse above



Roof collapse above toilets

Roof collapse above side kitchen



Extensive water damage due to roof collapse – Ivy and general growth internal



GF toilet roof collapse



FF cracking to front elevation



FF cracking and movement to front elevation



FF toilet damage due to water ingress



FF toilet damage due to water ingress



FF cracking and movement to side gable



General dampness and water ingress at FF



General dampness and water ingress at FF



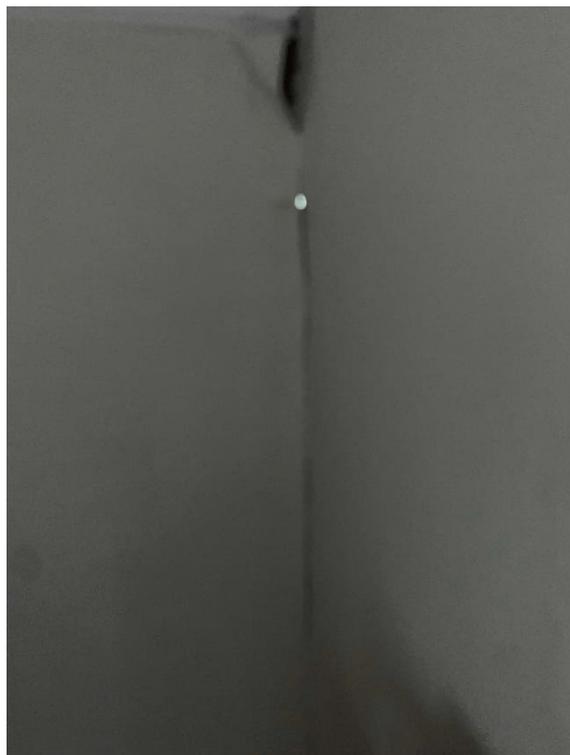
General dampness and water ingress at FF



General dampness and water ingress at FF



Extensive movement on centre line – note light from outside via clear gap



Extensive movement on centre line – note light from outside via clear gap



FF movement general



FF movement general



Water ingress around upper chimney



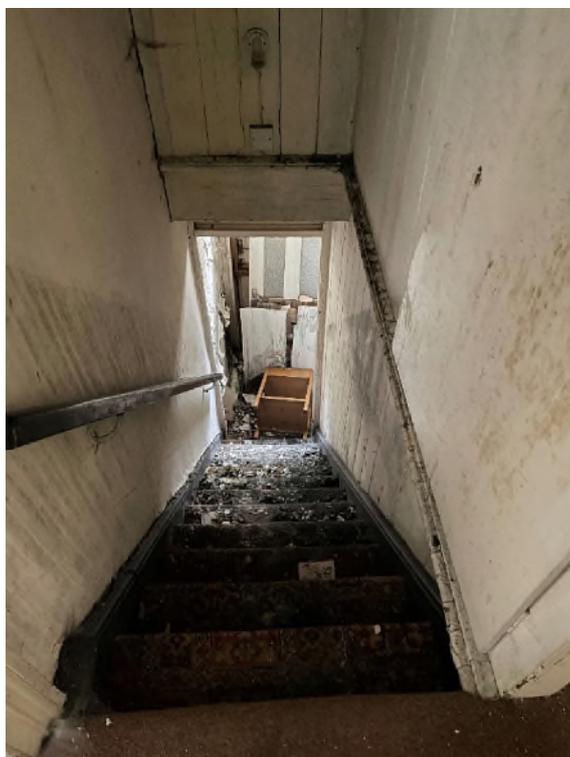
General cracking



General cracking



General cracking



General poor condition of staircase



General poor condition of staircase

Appendix V  
Residual Appraisal

# St Marys Convent Viability Assessment

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St Marys Convent  
Upton Street  
Batley  
WF17 8PH

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Development Appraisal  
Prepared by AWE  
Licensed Copy  
23 July 2024

**APPRAISAL SUMMARY****LICENSED COPY****St Marys Convent Viability Assessment****Appraisal Summary for Phase 1**

Currency in £

**REVENUE**

Sales Valuation	Units	ft <sup>2</sup>	Sales Rate ft <sup>2</sup>	Unit Price	Gross Sales
Former Convent	1	2,490	200.80	500,000	500,000

**NET REALISATION** 500,000**OUTLAY****ACQUISITION COSTS**

Residualised Price (Negative land)			(214,454)	(214,454)	
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**CONSTRUCTION COSTS**

Construction	ft <sup>2</sup>	Build Rate ft <sup>2</sup>	Cost	
Former Convent	2,928	204.07	597,528	<b>597,528</b>
Contingency		3.00%	17,926	17,926

**MARKETING & LETTING**

Marketing			1,500	1,500
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**DISPOSAL FEES**

Sales Agent Fee		1.50%	7,500	
Sales Legal Fee		0.50%	2,500	
				10,000

**TOTAL COSTS** 412,500**PROFIT** 87,500**Performance Measures**

Profit on Cost%	21.21%
Profit on GDV%	17.50%
Profit on NDV%	17.50%
IRR% (without Interest)	N/A

**St Marys Convent Viability Assessment**

Profit Erosion (finance rate 8.000)

2 yrs 5 mths

## Appendix VI

### Sanderson Weatherall Photographs Taken 18 July 2024



Front Elevation



Separate Garage



Front Entrance



Front (Western) and Northern Elevation



Northern Elevation



Adjoining School



St Mary's Church



View Towards North Bank Road



Access Gates at North Bank Road



Access Gates at North Bank Road



Frontage to North Bank Road



Cemetery to South Side of North Bank Road

