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EXPERT WITNESS REPORT

Prepared in accordance with Part 35 of the Civil Procedure Rules

In the matter of the reasonableness of scaffolding and temporary works costs at
3 Example Cottages, The Street, Anyvillage, Norfolk, NR15 0AA



Report reference	SS/EW/EXAMPLE/2026
Status	FINAL
Client	Mrs A Smith, as attorney for Mr J Smith
Instructing solicitors	Jane Doe, Instructing Solicitors LLP — Ref: AB/000000
Opposing party	the District Council (Council Solicitors LLP — Ref: 000000)
Prepared by	Dennis Brett MCIQB, FFPWS, LCGI, MPTS
Organisation	Site Sage Chartered Building Consultancy
Basis of report	Desktop review of documents and photographs (no site inspection — see Section 7)
Date of report	17 August 2026

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1. Executive Summary

1.1 I am instructed by Instructing Solicitors LLP, on behalf of Mrs A Smith as attorney for Mr J Smith, to provide an independent expert opinion under CPR Part 35 on (i) whether the costs invoiced for scaffolding and temporary works at 3 Example Cottages, The Street, Anyvillage ("the Property") are reasonable, and (ii) an itemised estimate of what those costs should reasonably have been.

1.2 Emergency temporary works were undertaken from 17 July 2024 under sections 78 and 97 of the Building Act 1984 following the partial internal collapse of the clay lump gable wall of the Property, a Grade II listed two-storey end-terrace cottage. The works as executed comprised a single-level lightweight crash deck over the neighbouring side alleyway, a small raking stabiliser frame at the front corner, and internal tube-and-fitting propping. The scaffold was erected on 27 July 2024 and dismantled on 24 April 2025 — approximately 39 weeks.

1.3 The contractor (D the scaffolding contractor & the demolition contractor) and consulting engineer (the Council's consulting engineers) invoiced the District Council a combined total of £43,885.20 including VAT. the scaffolding contractor Building Control, acting for the Council, re-invoiced Mr Smith a total of £54,411.72 including VAT; the difference, described by the Council's solicitors as "the scaffolding contractor's admin charge", has been withdrawn. The Council's stated claim has nonetheless fluctuated between £42,855.20 and £43,885.20 and its correspondence contains unresolved arithmetical inconsistencies, which I identify at Section 11.

1.4 I do not criticise the decision to undertake the works: the structural evidence establishes that urgent temporary works were necessary, and the initial emergency attendance, clearance and installation charges are, in my opinion, within the range that could reasonably be incurred in an emergency dangerous-structure context.

1.5 The recurring charges are a different matter. Continuation hire was charged at £625 per week net, with a further £150 per week net for "weekly inspections" — £775 per week net in total, sustained without reduction for some 34.5 chargeable weeks. Published market evidence from the relevant period indicates typical domestic scaffold continuation rates of the order of £100–£300 per week even for substantially larger installations, with East Anglia below the national average, and industry practice of tapering long-hire rates. The inspection charge lacks market or statutory footing as a separate standing charge of this magnitude, and no completed statutory inspection records are in evidence.

1.6 My opinion, on the basis set out in Sections 12 and 13, is that a reasonable total cost for the works (including the consulting engineer's fees) lies in the range of approximately £17,470 to £27,370 including VAT, with a reasoned central assessment of approximately £21,340 including VAT. Measured against the sum of £43,885.20 now claimed, the claimed costs exceed a reasonable level by approximately £16,500 to £26,400, centrally approximately £22,500 including VAT. The excess is concentrated almost entirely in the recurring hire and inspection charges.

1.7 The Council's own representative estimated the scaffolding cost to Mr Smith at approximately £16,000 on 19 July 2024; my central assessment of the scaffolding element alone (excluding engineer's fees) is of the same order of magnitude, which corroborates this conclusion. The three comparison quotations obtained on Mr Smith's behalf (£1,920 to £6,487.20) are, conversely, in my opinion too low to represent the full scope; I have therefore not relied upon them, which reflects the independence of my assessment.



2. Instructions

2.1 I am instructed by Jane Doe of Instructing Solicitors LLP ("Instructing Solicitors LLP"), solicitors acting for Mrs A Smith in her capacity as attorney for Mr J Smith, the former registered freehold proprietor of the Property. My letter of instruction is dated 20 May 2026 and is reproduced at Appendix A. The matter is at the pre-action stage: no claim has been filed.

2.2 My instructions are to address: (i) whether the costs of the invoices raised in respect of the scaffolding at the Property are reasonable; and (ii) an estimate of what I believe the costs should be, ideally as an itemised breakdown.

2.3 The substance of all material instructions is contained in the letter of instruction at Appendix A and the enclosures listed in Section 4, supplemented by the following material correspondence: Instructing Solicitors LLP' emails of 9 July 2026 confirming (a) Council Solicitors LLP's letter of 30 June 2026 enclosing the contractor's invoices and (b) the scaffolding hire dates. No oral instructions material to my opinions have been given. I received no instruction, and would have accepted none, as to the opinions I should reach.

2.4 My fee for this report is a fixed fee of £3,750 agreed in advance. It is not conditional upon the outcome of the matter or upon the content of my opinion.

2.5 In accordance with the transparency required of expert evidence, I record that document-handling, research collation and drafting-assistance software (including AI tools) was used in the preparation of this report under my direction; I have personally reviewed the source documents, directed and verified the analysis, and the opinions expressed are entirely my own. An audit trail is maintained.

3. The Issues

3.1 The works were undertaken by the local authority under its emergency powers in sections 78 and 97 of the Building Act 1984. Under section 78 the authority may recover from the owner the expenses reasonably incurred by it in taking emergency action. Whether the expenses claimed here were "reasonably incurred" is ultimately a question for the Court. My role is confined to providing the Court with an independent building-economics opinion: what the works actually comprised, what they would reasonably have cost in the market at the relevant time and place, and how the sums charged compare.

3.2 Both parties accept that the temporary works themselves were necessary (Instructing Solicitors LLP' letters of 14 October 2025 and 13 January 2026; Council Solicitors LLP' letters throughout). The dispute is quantum only. I therefore express no opinion on liability, necessity of the statutory intervention, or procurement law compliance, save where the factual procurement position bears on cost reasonableness.

3.3 The Court's approach to the identical statutory question was considered in another local authority v the neighbouring developer [2012] EWHC 231 (TCC), in which a council's claim for the cost of emergency works to a Grade II listed building under section 78 — including scaffolding — was scrutinised item by item. The burden rested on the authority to prove that the expenses were reasonably incurred in removing the danger; scaffolding costs were apportioned so that only the element necessary for removal of the danger was allowed; and ongoing scaffold inspection fees were allowed only for a limited period. I have adopted the same item-by-item discipline in this report.

4. Documents Relied Upon

4.1 This report is prepared on the basis of the following documents, all of which are reproduced in the appendices to this report:

Ref	Document	Appendix
1	Letter of instruction, Instructing Solicitors LLP, dated 20 May 2026, with enclosures (i)–(vii)	Appendix A
2	Council Solicitors LLP letter to Instructing Solicitors LLP dated 30 June 2026 enclosing the contractor and engineer invoices (the scaffolding contractor & the demolition contractor invoices 469, 484, 501, 519, 528, 536, 548; the Council's consulting engineers invoices INV031313, INV031693)	Appendix B
3	the scaffolding contractor Building Control invoices to Mr Smith (six invoices, 16 October 2024 to 14 May 2025)	Appendix B
4	the Council's consulting engineers, Targeted Inspection Report, ref 000000, dated 22 July 2024 (inspection 19 July 2024)	Appendix C
5	the Council's consulting engineers, Addendum Report, ref 000000-ADDENDUM, dated 25 September 2024, with sketch proposal 000000-XX-3500	Appendix D
6	D the scaffolding contractor & the demolition contractor, Incident Report dated 18 July 2024, and Quotation dated 24 July 2024	Appendix E
7	the scaffolding contractor Building Control letter to Mr Smith dated 26 July 2024 (Building Act 1984 ss. 77/78, ref 2024/000000)	Appendix F
8	Order of Deputy District Judge Appleton, the Magistrates' Court, dated 17 December 2024, under s.77(2) Building Act 1984, with Schedule of Works	Appendix F
9	Photographs of the scaffolding as erected (18 pages, client's bundle)	Appendix G
10	Pre-action correspondence bundle (26 July 2024 – 16 March 2026), including Council Solicitors LLP' letters of 1 October 2025, 29 October 2025, 12 November 2025, 5 February 2026 (contractor rate card) and 26 February 2026	Appendix H
11	Market rate evidence: published UK scaffolding cost data for 2024–2025 and statutory inspection requirements (sources listed)	Appendix I

4.2 Literature and other material relied upon: the Building Act 1984 (ss. 77, 78, 97); CPR Part 35, Practice Direction 35 and the Guidance for the Instruction of Experts in Civil Claims 2014; the RICS practice statement and guidance note "Surveyors acting as expert witnesses" (4th edition, as amended 2023), adopted as best practice; the Work at Height Regulations 2005 (regulation 12 and Schedule 7); the authorities cited at Sections 3 and 8 (another local authority v the neighbouring developer [2012] EWHC 231 (TCC); the contractor v Brunel University [2006] EWHC 687 (TCC); Mallas v a national housebuilder [2025] EWHC 2581 (TCC)); and the published market cost sources itemised at Appendix I.

4.3 I have not seen the following documents, which I identify in fulfilment of my duty of transparency: the three comparison quotations obtained on Mr Smith's behalf (Scaffold Firm A Ltd, Scaffold Firm B

Ltd, Scaffold Firm C Ltd) as sent to Council Solicitors LLP on 29 January 2026 (I have seen only the figures quoted in correspondence); any signed statutory scaffold inspection reports under regulation 12 of the Work at Height Regulations 2005; and any breakdown reconciling the Council's withdrawn "administration charge". My opinion identifies where these bear on the analysis.

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5. Expert Qualifications and Experience

5.1 My name is Dennis Brett MCIOB, FFPWS, LCGI, MPTS. I am a Registered Chartered Building Consultant and a Member of the Chartered Institute of Building (MCIOB), CIOB Member No. 1224220. Site Sage Chartered Building Consultancy is a Registered Chartered Building Consultancy, Company CIOB No. 1470587. I carry Professional Indemnity Insurance of £1,000,000.

5.2 I am a Fellow of the Faculty of Party Wall Surveyors (FFPWS), a Licentiate of the City & Guilds Institute (LCGI), and a Member of the Pyramus & Thisbe Society (MPTS), a learned society for professionals practising in party wall and structural adjacency matters.

5.3 I have extensive experience of building pathology, structural defect diagnosis, temporary works and scaffolding in the residential sector, construction health and safety (CDM), construction management planning, and the pricing and assessment of building works, gained over a long career in building consultancy and surveying. I regularly prepare CPR Part 35 compliant expert witness reports for use in court proceedings, including reports concerning the reasonableness and pricing of building works, and I am experienced in the assessment of contractors' charges against prevailing market rates.

5.4 My experience directly relevant to this instruction includes: the specification and procurement of access scaffolding, crash decks and temporary propping for domestic buildings, including listed and non-standard construction; the assessment of dangerous structures and emergency works; and cost assessment of building and temporary works including hire-based pricing structures. This experience qualifies me to opine on the scope, necessity-driven specification and reasonable market cost of the temporary works in issue.

6. Expert's Duty, Independence and Conflicts

6.1 I understand that my overriding duty is to the Court and not to those instructing or paying me, and I have complied with that duty in preparing this report. This report is independent, impartial and unbiased, and represents my true and complete professional opinion. I would express the same opinions if instructed by the opposing party or by the Court.

6.2 I am aware of the requirements of CPR Part 35, Practice Direction 35, and the Guidance for the Instruction of Experts in Civil Claims 2014, and I have complied with them. This report has also been prepared having regard to the RICS practice statement "Surveyors acting as expert witnesses" (4th edition), which I adopt as best practice, and to the professional standards of the Chartered Institute of Building.

6.3 I have no connection with any party to this matter, no prior involvement in the underlying events, and no conflict of interest. I am not instructed under any conditional or success-related fee arrangement.

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7. Scope of Assessment, Assumptions and Limitations

7.1 This report is prepared on a desktop, documents-only basis. I have not inspected the Property or the scaffolding: the scaffold was dismantled on 24 April 2025 — more than a year before my instruction — and the Property has since been sold, with remedial works completed by the purchaser. A site inspection could not, therefore, have yielded any evidence of the temporary works, and the photographic record at Appendix G, together with the engineer's reports, invoices and correspondence, forms the evidential basis of my assessment.

7.2 It follows that the facts recorded in the documents are not within my own knowledge; they are assumed facts, and I identify throughout this report which matters derive from which documents. My opinions are contingent on the accuracy and completeness of those documents. If any assumption on which I have relied proves incorrect, my opinion may change, and I reserve the right to revise it. I will notify those instructing me without delay if, for any reason, my opinions change.

7.3 Material assumptions: (a) the scaffold configuration shown in the photographs at Appendix G is representative of the installation throughout the hire period — the photographs are consistent with a static, unaltered installation, and no document records any adaptation, extension or redesign; (b) the hire periods stated in the contractor's invoices (Appendix B) are accurate; (c) the scaffold was erected on 27 July 2024 and dismantled on 24 April 2025, as confirmed in Council Solicitors LLP' letters of 1 October 2025 and 12 November 2025 and consistent with the scaffolding contractor quotation of 24 July 2024 ("works will be started and completed on Saturday 27th July") and the final invoice period ending 24 April 2025; (d) prices in the contractor's invoices are net of VAT with VAT added at 20 per cent.

7.4 Two immaterial date discrepancies are noted for completeness: Instructing Solicitors LLP' letter of 16 June 2025 records the scaffold as taken down on 23 April 2025 (against the invoiced period ending 24 April 2025), a difference without quantum significance; and Instructing Solicitors LLP' email of 9 July 2026 gives an "erection date" of 24 August 2024 — this is, in fact, the date chargeable continuation hire commenced, the first four weeks' hire from 27 July 2024 being included in the installation charge. I proceed on the documented dates: erection 27 July 2024; dismantling 24 April 2025.

7.5 I am not a structural engineer and I express no opinion on structural engineering design matters; I rely on the contemporaneous reports of the Council's consulting engineers for the structural context. Nor do I opine on questions of law, including the construction of section 78 of the Building Act 1984 or public procurement law, which are for the Court.

8. Methodology and Basis of Assessment

8.1 My methodology comprised: (i) review of the complete documentary record listed in Section 4; (ii) a forensic reconciliation of every invoice against the quoted rates, hire periods and the sums claimed in correspondence (Section 11); (iii) a technical characterisation of the temporary works actually provided, from the photographic record and the engineer's reports (Section 10); (iv) benchmarking of the charges against published UK market cost data for domestic scaffolding and temporary works current in 2024–2025, adjusted for region, duration and the emergency dangerous-structure context (Section 12 and Appendix I); and (v) formation of an itemised opinion of reasonable cost, expressed as a range with a reasoned central figure (Section 13).

8.2 In assessing "reasonable cost" I have applied the standard of a competent contractor charging market rates for the scope actually provided, in the relevant location (the District) and period (July 2024 – April 2025), with a fair allowance for the emergency call-out context, out-of-hours attendance, the constraints of a narrow occupied alleyway, and the dangerous condition of a listed building. I have deliberately erred on the side of generosity to the contractor at each step, so that any excess I identify may be regarded as a conservative minimum.

8.3 Where published cost data does not directly cover an element (for example, small bespoke crash decks), I state a range based on my own professional judgement and experience, explain the basis of that judgement, and identify it as such, in accordance with paragraphs 59–60 of the Guidance for the Instruction of Experts in Civil Claims 2014.

8.4 I have not obtained contractor quotations for the works, and I record why. Retrospective quotations for emergency works already performed are of limited evidential value: they are not independent, they cannot replicate the market conditions and urgency of July 2024, and — as the correspondence in this matter illustrates — they invite dispute about the instructions given to the quoting contractor. My assessment instead rests on published, independently compiled price data current at the time the costs were incurred, adjusted for region and the particular features of this installation and hire, together with my professional experience of temporary works pricing. This is an established and accepted basis for expert cost evidence: the Technology and Construction Court has accepted published price-book rates as objective evidence of the reasonableness of construction rates (the contractor v Brunel University [2006] EWHC 687 (TCC)), and has preferred cost assessments founded on published rates over assertions of market rates unsupported by demonstrated comparables (Mallas v a national housebuilder [2025] EWHC 2581 (TCC)). Published rates are a starting point, not a substitute for judgement, and I have applied them as such.

9. The Property and Factual Background

9.1 The Property is a two-storey, two-up two-down end-terrace cottage of clay lump construction faced with brick to the front elevation and cementitious render to the side (gable) elevation, with a rendered brick rear extension, timber first floor and a cut timber roof clad with clay pantiles. It is Grade II listed (List Entry No. 1050283). A narrow alleyway between the gable wall and the neighbouring cottage provides the neighbour's access. (the consulting engineers Targeted Inspection Report, Appendix C; letter of instruction, Appendix A.)

9.2 The structural mechanism, as found by the Council's consulting engineers: a long-standing water leak from the roof tank saturated the clay lump gable wall; because both faces of the wall were sealed in non-porous cementitious render, the trapped moisture caused the clay lump to liquify and partially collapse internally (principally within the stairwell), leaving the external face held substantially by the render and metal lath. the consulting engineers concluded the remaining structure presented "a high risk of further collapse" and recommended urgent temporary works. (Appendix C, sections 3–4.)

9.3 The following chronology is drawn from the documents at Appendices A–H:

Date	Event
16.07.24	Dangerous structure reported to the District Council; initial notification to contractor via the scaffolding contractor (Contractor Incident Report).
17.07.24	Emergency prohibition order posted to Mr Smith. the scaffolding contractor (2 operatives) and the scaffolding contractor attend site; shoring options discussed; scaffold to all three elevations considered impossible to tie into the building — crash deck and internal propping solution identified.
18.07.24	the scaffolding contractor Building Control site inspection with consulting structural engineer; Mr Smith relocates to residential care.
19.07.24	the Council's consulting engineers emergency structural inspection. Council representative tells Mr Smith's attorney the scaffolding would cost approximately £16,000.
22.07.24	the consulting engineers Targeted Inspection Report issued: urgent temporary works recommended (crash deck over alleyway; internal propping of first floor, back-propped to roof).
24.07.24	the scaffolding contractor quotation to the scaffolding contractor: crash deck and internal propping £6,250 including 4 weeks' hire; thereafter hire £625/week and weekly inspections £150/week; internal clearance £700. Works to be started and completed on Saturday 27 July.
26.07.24	the scaffolding contractor letter to Mr Smith under ss.77/78 Building Act 1984: crash deck erected; 21 days to confirm intentions under s.77.
27.07.24	Scaffold and internal propping erected. First 4 weeks' hire included in installation price (to 23.08.24).
24.08.24	Chargeable continuation hire commences at £625/week + £150/week inspections.
25.09.24	the consulting engineers Addendum Report: permanent repair methodology (clay lump cassette reconstruction); confirms the scaffold as erected is not a designed restraint solution — crash deck protection only.
17.12.24	Order of DDJ Appleton, the Magistrates' Court, under s.77(2): Mr Smith to complete the scheduled works within 28 days; £750 costs. The works were not carried out by Mr Smith.
Apr 2025	Property sold; purchaser undertakes the remedial works.
24.04.25	Scaffold dismantled (final invoiced hire period ends 24.04.25).

Date	Event
20.05.25	the scaffolding contractor demands payment of invoices then said to total £29,859.72 outstanding.
2025–2026	Pre-action correspondence (Appendix H): claim restated from £54,411.72 to £43,885.20 (01.10.25), to £42,855.20 with withdrawal of "the scaffolding contractor's admin charge" (29.10.25), then £43,885.20 (30.06.26). Mr Smith has paid £18,414 plus the £750 ordered costs.
20.05.26	Instructing Solicitors LLP instruct me to prepare this report.

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10. The Temporary Works as Undertaken

10.1 From the photographic record (Appendix G, 18 photographs), the the scaffolding contractor quotation and invoices (Appendices E and B) and the the consulting engineers reports (Appendices C and D), the works actually provided comprised three elements.

10.2 External crash deck. A single-level, lightweight, close-boarded crash deck over the neighbouring alleyway only, at approximately eaves height (of the order of 4 to 4.5 metres), spanning an alley of approximately 1.2 to 1.5 metres width and running the depth of the cottage (approximately 8 to 10 metres; four to five bays), formed in tube-and-fitting with proprietary lattice beams spanning the alley so as to avoid loading the defective gable. Standards on the neighbour's side are fitted with protective sleeves on base plates and sole boards. There is no tied access scaffold, no working lifts above the deck, no sheeting or netting, no kentledge, no protection fans, and no ties into the gable — consistent with the consulting engineers's addendum confirmation that this was a crash deck for falling debris, not a designed restraint scaffold. A small X-braced raking stabiliser frame stands at the front corner, footed in the front garden. A dark weathering cover is fixed to the gable apex.

10.3 Internal propping. Conventional tube-and-fitting propping with adjustable screw jacks, timber head spreaders and sole boards, arranged as braced towers and lines through the ground-floor living room, dining area and kitchen, the stairwell, and the first-floor rooms adjacent to the gable — in the order of 25 to 35 standards in total, supporting the first floor and back-propping the ceiling and roof structure near the gable. The fittings visible in the photographs are heavily weathered stock. This is workmanlike emergency shoring of low-to-moderate complexity; the principal complicating factors were the narrow alley, the occupied furnished interior and the dangerous condition of the wall.

10.4 Attendance and clearance. An initial two-operative attendance on 17 July 2024 (2.5 hours including travel, per the Incident Report) and clearance of household items to permit the internal propping.

10.5 Two features of the record bear emphasis. First, the installation appears static: the photographs are consistent with a single unchanged configuration, and no document records any adaptation, re-design or extension over the 39 weeks. Second, as to the separately charged "weekly inspections", the only inspection-regime evidence anywhere in the photographic record is a single empty inspection-tag holder; no completed statutory inspection report under regulation 12 of the Work at Height Regulations 2005 is in evidence, despite 34 such inspections having been charged at £150 each.

11. Reconciliation of the Sums Claimed

11.1 The contractor and engineer invoices enclosed with Council Solicitors LLP' letter of 30 June 2026 (Appendix B) resolve the reconciliation questions raised earlier in the correspondence. The invoices actually rendered to the Council are:

Invoice	Date	Description / hire period	Net £	VAT £	Gross £
the scaffolding contractor 469	28.07.24	Clearance £700; crash deck and internal propping (incl. first 4 weeks' hire) £6,250; attendance 17.07.24 £780	7,730.00	1,546.00	9,276.00
the consulting engineers INV031313	29.07.24	Emergency inspection 19.07.24 and Targeted Inspection Report	1,078.50	215.70	1,294.20
the consulting engineers INV031693	26.09.24	Addendum report — permanent repair solution	1,100.00	220.00	1,320.00
the scaffolding contractor 484	04.10.24	Hire 6 weeks 24.08.24–04.10.24 @ £625; 6 inspections @ £150	4,650.00	930.00	5,580.00
the scaffolding contractor 501	17.11.24	Hire 6 weeks 05.10.24–16.11.24; 6 inspections	4,650.00	930.00	5,580.00
the scaffolding contractor 519	03.01.25	Hire 6 weeks 17.11.24–28.12.24; 6 inspections	4,650.00	930.00	5,580.00
the scaffolding contractor 528	11.02.25	Hire 6 weeks 29.12.24–08.02.25; 6 inspections	4,650.00	930.00	5,580.00
the scaffolding contractor 536	25.03.25	Hire 6 weeks 09.02.25–22.03.25; 6 inspections	4,650.00	930.00	5,580.00
the scaffolding contractor 548	17.05.25	Hire 4.5 weeks 23.03.25–24.04.25 @ £625; 4 inspections	3,412.50	682.50	4,095.00
TOTAL		the scaffolding contractor £41,271.00 gross; the consulting engineers £2,614.20 gross	36,571.00	7,314.20	43,885.20

11.2 The hire periods in the contractor's invoices are continuous and non-overlapping from 24 August 2024 to 24 April 2025 (34.5 chargeable weeks at £625, £21,562.50 net, plus 34 inspections at £150, £5,100.00 net). The apparent overlap and "missing invoice" questions raised in earlier correspondence arose from the scaffolding contractor's re-invoicing of Mr Smith, not from the contractor's invoices: the scaffolding contractor issued its own invoices (Appendix B) restating the

hire periods (for example "6 weeks from 5/10/24" dated 19 November 2024 against "17 Oct to 20 Dec 2024" dated 8 January 2025) and adding a ten per cent "administration charge" line to each.

11.3 the scaffolding contractor invoiced Mr Smith a total of £54,411.72 including VAT — £10,526.52 (24.0 per cent) above the £43,885.20 invoiced to the Council by the contractor and engineer. On 29 October 2025 Council Solicitors LLP stated that, as "a commercial decision", "the scaffolding contractor's admin charge" was removed and the claim was £42,855.20; the implied withdrawal is £11,556.52, which exceeds the actual the scaffolding contractor uplift by £1,030.00. On 30 June 2026 the claim was restated at "£43,855.20" with components of £41,271.00 and £2,614.20 — which in fact sum to £43,885.20 — and the outstanding balance was stated as "£25,441.20", where £43,885.20 less the £18,414 paid is £25,471.20. These arithmetical inconsistencies (each of £30–£1,030) remain unexplained on the face of the correspondence; on any view, the sums now pursued are referable to the contractor and engineer invoices totalling £43,885.20 including VAT, and I have assessed reasonableness against that figure and its constituent rates.

11.4 Mr Smith has paid £18,414 (three the scaffolding contractor invoices of £6,138, marked paid) together with the £750 costs ordered on 17 December 2024 (cheque cashed 19 January 2025).

11.5 For completeness: had the withdrawn the scaffolding contractor administration charges fallen to be assessed, I would not have regarded a 24 per cent administrative uplift on a recharge of third-party invoices as a cost reasonably incurred in taking emergency action; the withdrawal was, in my opinion, well judged.



12. Assessment of Reasonableness

12.1 The contracted rates

12.1 The scaffolding contractor quotation of 24 July 2024 (Appendix E) fixed the pricing structure: £6,250 for the crash deck and internal propping including four weeks' hire; £700 for internal clearance; thereafter hire at £625 per week and "weekly inspections" at £150 per week. The Council's solicitors later disclosed a rate card (letter of 5 February 2026, Appendix H) on materially the same basis. Two quotes were said to have been obtained by the Council, the scaffolding contractor's being the lower; the competing quote has not been disclosed. The scaffolding contractor is a demolition contractor, not a specialist scaffolding contractor.

12.2 It is right to record the context in the contractor's favour: this was an emergency call-out to a dangerous, Grade II listed structure, at short notice, in a constrained alleyway which had to remain open for the neighbour's access, with attendance beginning out of normal course on 17 July and installation completed within three days of quotation. A premium over routine domestic scaffolding pricing is to be expected for the initial works. I have allowed for this throughout.

12.2 Initial works — attendance, clearance and installation (£7,730 net)

12.3 The attendance charge of £780 for the 17 July 2024 emergency call-out (two operatives, 2.5 hours including travel) and the £700 clearance charge are, in my opinion, reasonable in amount for emergency dangerous-structure attendance.

12.4 The £6,250 installation charge (crash deck, raker frame and internal propping, including the first four weeks' hire) sits above the published range for comparable domestic scaffolds — in-period published data (January and July 2024) puts beamed bridging scaffolds at £400–£850 and two-elevation domestic scaffolds at £1,200–£2,000, with erect-and-dismantle prices customarily including six to eight weeks' hire, against four weeks here. Allowing generously for the emergency context, the engineering constraints (lattice-beam spans clear of the defective wall), the internal propping through three levels of an occupied furnished interior, and the listed-building setting, my opinion is that a reasonable range for this element is £4,000 to £6,250 net. The charge is at the very top of, but within, that range; I do not regard the installation charge, taken alone, as unreasonable in the emergency circumstances.

12.3 Continuation hire — £625 per week net (£21,562.50 net charged)

12.5 This is the largest element and, in my opinion, the least defensible. Published market evidence current in the hire period (Appendix I) indicates typical continuation ("prolongation") rates for domestic scaffolding of £100–£200 per week generally (source dated 22 July 2024 — five days before this scaffold was erected); £75–£125 per week for single scaffolds, and £130–£260 per week even for the largest domestic configurations (a full wrap of a detached house). The installation here — one boarded deck of the order of 10–15 m² with a handful of lattice beams, one raker frame and approximately 30 internal standards — is materially smaller than a standard single-elevation domestic scaffold in hire-stock terms.

12.6 Three further factors compound the excess. First, location: published regional data places Norfolk approximately 20 per cent below the national average for scaffolding costs. Secondly, duration: market practice on long hires is a tapering or negotiated weekly rate, not a flat premium rate sustained for 34.5 weeks; no taper was applied. Thirdly, the hire rate must be assessed against what was actually on hire: a static, unaltered protective installation with no adaptations, no working lifts and no consumables (sheeting, netting, alarms, lighting) of the kind that drive premium weekly rates.

12.7 Making every allowance I properly can — including for the dangerous-structure setting, the contractor's continuing exposure and responsibility for the installation, and capital tied up in beams and boards — my opinion is that a reasonable continuation rate for this installation, in this location, on a 34.5-week hire, is £200 to £300 per week net (centrally £250), i.e. £6,900 to £10,350 net in total (centrally £8,625), against £21,562.50 net charged. The charged rate of £625 per week is between two and six times the published domestic range and, in my opinion, is substantially in excess of a reasonable market rate.

12.4 "Weekly inspections" — £150 per week net (£5,100 net charged)

12.8 Regulation 12 of the Work at Height Regulations 2005 requires scaffolds from which a person could fall two metres or more to be inspected at intervals not exceeding seven days — but the duty rests with the party on whose behalf the scaffold is in use, and in domestic practice weekly checks of a contractor's own static installation are customarily either included within the hire rate or charged nominally. Published evidence of separately charged weekly inspection fees at this level relates to independent third-party inspectors travelling significant distances, not to a local contractor checking its own simple protective scaffold. the scaffolding contractor's yard at Sprowston is approximately 12 miles from the Property.

12.9 Moreover, no completed regulation 12 inspection reports are in evidence: the photographic record shows a single empty inspection-tag holder, and none of the 34 charged inspections is vouched by any document before me. Whether the inspections were performed at all is a question of fact I cannot resolve on the papers.

12.10 My opinion is: (a) a reasonable market approach would have included routine weekly checks of this static installation within the hire rate, or charged them at no more than £50–£75 per visit; (b) accordingly a reasonable separate allowance for inspections is nil to £2,550 net (34 visits at up to £75), and then only if the Council produces signed regulation 12 inspection reports evidencing that the inspections were actually carried out; (c) absent such records, no separate inspection charge is justified. The £5,100 net charged is, in my opinion, excessive on any view of the evidence.

12.11 I note that in another local authority v the neighbouring developer (Section 3 above) the Court allowed ongoing scaffold inspection fees only for the limited period justified by the removal of the danger. Recurring scaffold-related fees are not accepted by the courts merely because they were invoiced; they must be both genuinely incurred and reasonable in extent.

12.5 Consulting engineer's fees (£2,178.50 net)

12.12 the Council's consulting engineers's fees — £1,078.50 net for the emergency inspection of 19 July 2024 and the Targeted Inspection Report, and £1,100 net for the Addendum Report with the permanent repair methodology — are, in my opinion, modest and plainly reasonable for the professional work evidenced by the reports at Appendices C and D. I accept this element in full.

12.6 The range of opinion

12.13 A range of opinion exists on the matters in issue, which I summarise as required by paragraph 3.2(6) of Practice Direction 35. At one end, the Council's position (Council Solicitors LLP, 1 October 2025) is that the sums are actual costs incurred under a framework-procured contract in an emergency and are therefore not open to assessment; its correspondence asserts that market checks indicate costs for a quarter of the period exceeding the owner's comparison quotes. At the other end, the comparison quotations obtained on Mr Smith's behalf (Scaffold Firm A Ltd £4,549;

Scaffold Firm B Ltd £1,920; Scaffold Firm C Ltd £6,487.20, each including VAT; mean £4,318.70) imply that the whole 39-week provision should have cost a few thousand pounds.

12.14 In my opinion neither pole is sustainable. The Council's position confuses the fact that a cost was incurred with the question of whether it was reasonably incurred, and the contracted weekly rates are well outside the published market range for the installation actually provided. Conversely, the three comparison quotations are, on the information available to me, too low to represent the full scope: they appear on their face not to include the internal propping through three levels, the emergency out-of-hours mobilisation, the engineering constraints of the alley crash deck, or (in at least some cases) the full 39-week duration, and the instructions given to the quoting contractors have not been disclosed. I place no reliance on them in reaching my figures — a conclusion adverse to my instructing party's correspondence position, which I record in fulfilment of my duty to the Court.

12.15 My own opinion, set out at Section 13, sits between the two positions and is anchored to the published in-period market data at Appendix I, cross-checked against the Council's own contemporaneous estimate: its representative told Mr Smith's attorney on 19 July 2024 that the required scaffolding would cost approximately £16,000 — a figure of the same order as my central assessment of the scaffolding element, and less than half of what was ultimately charged for it.

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13. Itemised Estimate of Reasonable Cost

13.1 Bringing the elements together, my itemised opinion of the cost that should reasonably have been incurred for the works as executed (27 July 2024 to 24 April 2025) is as follows. All figures are net of VAT, with VAT at 20 per cent shown on the totals; Mr Smith, as a private individual, bears VAT as a real cost.

Element	Charged (net £)	Reasonable range (net £)	Central opinion (net £)
Emergency attendance 17.07.24	780.00	780.00	780.00
Clearance of household items	700.00	700.00	700.00
Crash deck, raker frame and internal propping — design, erect, dismantle, incl. 4 weeks' hire	6,250.00	4,000.00 – 6,250.00	5,500.00
Continuation hire, 34.5 weeks (24.08.24 – 24.04.25)	21,562.50	6,900.00 – 10,350.00 (£200–£300/week)	8,625.00 (£250/week)
Statutory weekly inspections (34 No.)	5,100.00	nil – 2,550.00 (conditional on production of signed reg. 12 reports)	nil (included within hire)
Consulting engineer (the consulting engineers) — reports and emergency inspection	2,178.50	2,178.50	2,178.50
Total (net)	36,571.00	14,558.50 – 22,808.50	17,783.50
VAT at 20%	7,314.20	2,911.70 – 4,561.70	3,556.70
Total (inc. VAT)	43,885.20	17,470.20 – 27,370.20	21,340.20

13.2 On my central assessment, the sum claimed of £43,885.20 including VAT exceeds a reasonable cost by approximately £22,545 including VAT; on the most generous view of the range (and if signed inspection records are produced), the excess is approximately £16,515; on the least generous, approximately £26,415. The excess is concentrated in the continuation hire (charged at 2.5 times my central reasonable rate) and the separately charged inspections.

13.3 Set against the £18,414 which Mr Smith has already paid, my central assessment of reasonable cost (£21,340.20 including VAT) would leave a balance of approximately £2,926 properly outstanding; at the top of my range the balance would be approximately £8,956; at the bottom of my range Mr Smith would already have paid within approximately £944 of the full reasonable cost. The £750 ordered costs are separate and are not part of this assessment.

14. Qualifications to Opinion

14.1 My opinion is given subject to the following qualifications. First, I have not seen the three comparison quotations as documents, the competing quote said to have been obtained by the Council in July 2024, or any signed regulation 12 inspection reports; production of any of these could refine (in the case of the inspection reports, increase, up to the conditional allowance stated) the figures at Section 13. Secondly, my characterisation of the installation rests on the photographic record, which I have assumed representative of the whole hire period; evidence of material adaptation of the scaffold during the hire would fall to be costed additionally. Thirdly, no other matters would, in my present opinion, move a reasonable total outside the range stated at Section 13.

14.2 I am able to give my opinion on the reasonableness of the charged rates and the reasonable cost of the works without further qualification.

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15. Summary of Conclusions

15.1 The emergency temporary works were necessary, and the solution adopted (alleyway crash deck, raking stabiliser and internal propping) was a proportionate minimal response to the danger identified by the consulting engineer.

15.2 The sums claimed are now referable to contractor and engineer invoices totalling £43,885.20 including VAT. The Council's correspondence contains unresolved arithmetical inconsistencies of £30 to £1,030 in stating the claim and the balance, and its original re-invoicing of Mr Smith at £54,411.72 included administrative uplifts of £10,526.52 which have rightly been withdrawn.

15.3 The initial attendance, clearance and installation charges (£7,730 net) are within a reasonable range for the emergency context, at its upper end. The consulting engineer's fees (£2,178.50 net) are reasonable in full.

15.4 The continuation hire rate of £625 per week net is substantially in excess of a reasonable market rate for this small static protective installation in Norfolk; a reasonable rate is £200–£300 per week. The separately charged weekly inspections (£5,100 net) are not justified as charged, and no evidence that the inspections were performed is before me; a conditional allowance of up to £2,550 net would arise only on production of signed inspection records.

15.5 A reasonable total cost for the works is in the range £17,470.20 to £27,370.20 including VAT, with my central opinion at approximately £21,340.20 including VAT. The claimed £43,885.20 accordingly exceeds a reasonable cost by approximately £16,500 to £26,400 (centrally approximately £22,500) including VAT. This conclusion is corroborated by the Council's own contemporaneous estimate of approximately £16,000 for the scaffolding.



16. Statement of Compliance and Declarations

16.1 I understand and have complied with my duty to the Court as an expert witness, which overrides any duty to those instructing or paying me. I have given my evidence impartially and objectively, and I will continue to comply with that duty as required.

16.2 I am aware of the requirements of CPR Part 35, Practice Direction 35, and the Guidance for the Instruction of Experts in Civil Claims 2014, and I have complied with them in the preparation of this report.

16.3 I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion, including matters which might be adverse to the case of my instructing party.

16.4 I confirm that I am not instructed under any conditional or other success-based fee arrangement, and that I have no conflicts of interest in relation to this matter.

16.5 I confirm that this report has been prepared having regard to the RICS practice statement "Surveyors acting as expert witnesses" (4th edition, as amended), adopted as best practice, and to the standards of professional conduct of the Chartered Institute of Building.

16.6 I confirm that I will notify those instructing me immediately, and confirm in writing, if for any reason my existing report requires correction or qualification.



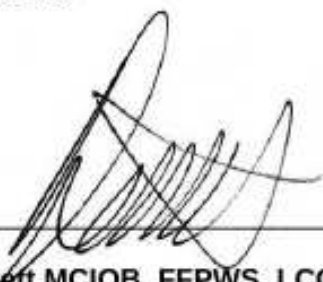
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17. Statement of Truth

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed: _____



Dennis Brett MCIQB, FFPWS, LCGI, MPTS

Registered Chartered Building Consultant, Site Sage Chartered Building Consultancy

Date: 17 August 2026

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18. Appendices

18.1 The appendices to this report are as follows. Appendices A to H reproduce the source documents in full; Appendix I sets out the published market cost evidence relied upon at Sections 12 and 13.

Appendix	Contents
A	Letter of instruction, Instructing Solicitors LLP, 20 May 2026
B	Invoices: Council Solicitors LLP letter of 30 June 2026 enclosing the contractor and engineer invoices; the scaffolding contractor Building Control invoices to Mr Smith
C	the Council's consulting engineers — Targeted Inspection Report, 22 July 2024
D	the Council's consulting engineers — Addendum Report, 25 September 2024
E	the scaffolding contractor & the demolition contractor — Incident Report 18 July 2024 and Quotation 24 July 2024
F	the scaffolding contractor Building Control letter 26 July 2024; Court Order 17 December 2024 with Schedule of Works
G	Photographs of the scaffolding as erected (client's bundle, 18 pages)
H	Pre-action correspondence bundle (26 July 2024 – 16 March 2026)
I	Market rate evidence and sources (2024–2025)

APPENDIX A

Letter of Instruction — Instructing Solicitors LLP, 20 May 2026

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Site Sage
107 Westbury Rise
Church Langley
Harlow
Essex
CM17 9NT

Please ask for: Tyler Clayton
Our Ref: TCC/HER0053/001
Direct line: 01603 723786
Email: tdclayton@fosters-solicitors.co.uk
Your ref:
Date: 20 May 2026

By email only to: enquiries@sitesage.co.uk

Dear Site Sage,

Letter of instruction for expert

Thank you for agreeing to act as an expert witness in this matter. This will involve producing an expert's report on the reasonableness of costs of scaffolding erected at Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH ('the Property'), responding to any questions in relation to your report and, if necessary, participating in discussions with the opponent's expert. You might also be required to give oral evidence at the trial and carry out any other duties appropriate to the role of an expert witness, as directed by the court or instructed by us.

With regard to oral evidence at trial, the court has the power to order experts to give evidence concurrently at trial (commonly referred to as 'hot-tubbing'). This means that the parties' experts are in the witness box at the same time and the judge may direct questions to them, perhaps on an issue-by-issue basis.

We state below the background facts of the case, the issues between the parties and the matters for you to address.

A. Background facts

- i. Our client is Elizabeth Herring in her capacity as attorney for Peter Evans.
- ii. Mr. Evans was the sole registered freehold proprietor of the Property.
- iii. The Property is a 'two up, two down' end terrace property. It is built using clay lump faced with brick at the front and rendered with concrete on the side. The rear of the Property has a brick extension which has been rendered.
- iv. South Norfolk Council is represented by Birketts LLP ('Birketts').



Fosters Solicitors LLP, William House, 19 Bank Plain, Norwich, NR2 4FS Telephone 01603 620508
www.fosters-solicitors.co.uk



- v. On 16.07.24, a South Norfolk Council representative attended the Property to inspect it. Our client believes this resulted from a neighbour notifying the local authority that the Property was unsafe.
- vi. On 17.07.24, the local authority posted Mr. Evans an emergency prohibition order, requiring him to immediately vacate the Property on the basis there was a risk of it collapsing and injuring him.
- vii. On 18.07.24, Mr. Evans relocated.
- viii. On 19.07.24, our client met with a representative from the local authority at the Property. The representative explained the local authority would arrange for scaffolding to be erected to prevent the property from imminently collapsing, the cost of which Mr. Evans is liable for. The representative estimated the required scaffolding would cost about £16,000.
- ix. On 26.07.24, the local authority's contractor posted Mr. Evans a letter, requiring him to confirm, within 21 days, his intention regarding remedial work to repair the Property, in lieu of which the local authority would seek a court order to complete the work and claim the costs from Mr. Evans. Mr. Evans did not respond.
- x. In or about December 2024, there was a court hearing and our client believes the local authority's contractor obtained a court order to complete the remedial work and claim the costs from the third party.
- xi. On or about 23.04.25, the Property was sold and the scaffolding was taken down, and the new owner of the Property completed the necessary remedial works.
- xii. The local authority's contractor has raised the following invoices for scaffolding totalling £54,411.72:
 - a) £19,217.22 dated 16.10.24;
 - b) £6,138 dated 19.11.24;
 - c) £6,138 dated 08.01.25;
 - d) £6,138 dated 18.02.25;
 - e) £6,138 dated 26.02.25;
 - f) £6,138 dated 28.03.25; and
 - g) £4,504.50 dated 14.05.25.

- xiii. Mr. Evans has paid £18,414 and the local authority has confirmed (through Birketts) that it is not pursuing an administrative fee totalling £11,556.52, so it is pursuing the total sum of £42,855.20 and therefore an allegedly outstanding sum of £24,441.20 for the scaffolding erected.
- xiv. The scaffolding was erected from 27.07.24 to 24.04.25.
- xv. Our client's position is that the claimed £42,855.20 for scaffolding erected at the Property from 27.07.24 to 24.04.25 is excessive and unreasonable.

B. Enclosures

We enclose the following documents:

- i. pre-action correspondence;
- ii. all photographs in our client's possession of the scaffolding as erected;
- iii. copies of the invoices;
- iv. the local authority's letter summarising emergency works dated 26.07.24;
- v. the court order dated 17.12.24;
- vi. Part 35 of the Civil Procedure Rules ('CPR'); and
- vii. notes for experts on their duties and their evidence.

C. Issues for you to address

You will need to address the following issues in your report:

- i. whether the costs of the invoices are reasonable; and
- ii. an estimate of what you believe the costs should be (ideally as an itemised breakdown).

D. Notes for you

- i. If, having read the letter, you feel that you might not have the appropriate experience or expertise to deal with these matters, please do let us know immediately.

- ii. If you need to interview any witnesses or conduct any site visits or inspection of the subject matter of the dispute, please do let us know. In particular, any interview with relevant witnesses should be arranged through our firm and conducted with a representative from our firm present.

E. Expert's duties

- i. You have a duty to exercise reasonable skill and care in carrying out your instructions and should comply with any relevant professional code of practice, but your overriding duty as an expert is to the court. Your primary function is to assist the court and, in this capacity, you must provide your unbiased opinion as an independent witness in relation to those matters which are within your expertise.
- ii. An expert's duties are set out more fully in the enclosed notes for experts on their duties and their evidence, and you should ensure that you comply with these duties and all other requirements set out in the reference materials.
- iii. As you might be aware, in certain circumstances, experts may be held liable for costs and do not enjoy immunity from civil proceedings. In addition, proceedings for contempt may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth. Please do let us know if it would be helpful to discuss these points further.

F. Your report

- i. To be used in evidence before the court, your report must comply with the requirements of the CPR (which govern the conduct of civil proceedings in England and Wales) and the Civil Justice Council ('CJC') guidance for the instruction of experts in civil claims. You will find a copy of the CJC Guidance and a checklist of the points which must be covered in your report in the enclosed notes for experts on their duties and their evidence.
- ii. If you have used AI in the preparation of your report as agreed in accordance with the terms of the retainer, you need to be able to explain how it was used. You also need to ensure that you have verified the accuracy of any AI generated material. It is advisable to maintain an 'audit trail' in this regard.
- iii. Please let us know immediately if, at any time after producing your report, you change your views.
- iv. It is also important to let us know promptly if you need to update your report after it has been served, for example because new evidence has come to light, so that we can

consider whether an amended version of your report or a supplementary report should be served.

G. Pre-report discussion

- i. At this stage the claim is in the pre-action stage and the local authority has not filed a claim.

H. Right to ask for directions from court

- i. Experts are entitled to ask the court for directions to assist them in carrying out their functions if they feel that this is necessary. Please do let us know if you intend to make an application for directions. We may be able to help with the matter, either by resolving any difficulties you may be experiencing and avoiding the need to seek directions, or by helping you to formulate the request.
- ii. If you want to seek directions in any event, please be aware that unless the court has directed otherwise, you are required pursuant to the CPR to:
 - a) let us have a copy of your proposed request for directions at least seven days before filing it at court; and
 - b) provide all other parties with a copy of your request at least four days before the request is filed.

I. Questions on experts' reports

- ii. Once your report has been served, the other party has the right to ask questions to seek clarification of the report. Such questions must be asked within 28 days and, provided that the questions are 'proportionate', you have a duty to answer them as directed by the court, and your answers will form part of your report.
- iii. A failure to answer the questions might result in the client being liable to sanctions including the debarring of your evidence from court.
- iv. If the other party sends any such questions directly to you instead of me, please let us know as soon as you receive them, so we can discuss the appropriate action. Please also let us see a copy of your answers before finalising them.

- v. If you have any concerns regarding any of the questions raised, or you believe that the questions are not properly directed to clarifying the report, are disproportionate, or have been asked out of time, please discuss this with us.
- vi. We might consult you on any questions which should be put in relation to the other party's report.

J. Next steps

- i. We look forward to discussing the relevant issues with you once you have reviewed the enclosed documents (if required) or, if you are content to simply proceed with producing the report, to receiving your report.
- ii. In the meantime, if you have any questions in relation to your role as an expert in this matter, please do not hesitate to let us know.

Yours faithfully,



Fosters Solicitors LLP
Enc.

APPENDIX B

Invoices — Council Solicitors LLP letter 30 June 2026 with contractor and engineer invoices; the scaffolding contractor Building Control invoices to Mr Smith

the scaffolding contractor invoices (landscape originals) are rotated for binding.

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Our Ref: MW/050598.00459
Your Ref:
Date: 30 June 2026

FAO Tyler Clayton
Fosters Solicitors
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19 Bank Plain
Norwich
NR2 4FS

Birketts LLP
5th Floor
One London Wall
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T +44 20 3553 4888
F +44 1473 230524
DX 135193 Cheapside
birketts.co.uk

BY EMAIL ONLY TO: Tclayton@fosters-solicitors.co.uk

Dear Fosters Solicitors,

Our client: South Norfolk District Council
Your client: Elizabeth Herring as attorney for Peter Ian Evans
Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We act for South Norfolk District Council. We write following the recent email correspondence to clarify our client's position in light of the works undertaken in accordance with the Court Order dated 17 December 2025 (the "Works").

Costs

You will find enclosed the following invoices sent directly from the relevant contractor to our client.

Invoice Number	Contractor	Date of Invoice	Amount	Hire Period
469	Fincham & Sons Demolition Ltd	28.07.2024	£9,276	Clearance, scaffolding installation.
INV031313	Canham Consulting	29.07.2024	£1,078.50	Site Inspection and Structural Survey Report
INV031693	Canham Consulting	26.09.2024	£1,100	Addendum to Structural Survey Report
484	Fincham & Sons Demolition Ltd	04.10.2024	£5,580	Scaffolding - 6 weeks: 24/08/24 - 04/10/24
501	Fincham & Sons Demolition Ltd	17.11.2024	£5,580	Scaffolding - 6 weeks: 05/10/24 - 16/11/2024
519	Fincham & Sons Demolition Ltd	03.01.2025	£5,580	Scaffolding - 6 weeks: 17/11/24 - 28/12/2024
528	Fincham & Sons Demolition Ltd	11.02.2025	£5,580	Scaffolding - 6 weeks: 29/12/2024 - 08/02/2025
536	Fincham & Sons Demolition Ltd	25.03.2025	£5,580	Scaffolding - 6 weeks: 09/02/3035 - 22/03/2025

115202227.v1 L&L to Fosters - June 2026
050598.00459 30/06/2026

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548	Fincham & Sons Demolition Ltd	17.05.2025	£4,095	Scaffolding - 6 weeks: 23/03/2025 - 24/04/2025
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Our client has reviewed the invoices provided. It appears some of the invoices contained typos as to the invoice period. Specifically, invoice numbers 519, 528 and 536 above. We can confirm that the invoices enclosed, as referenced in the table above, have the correct periods and are the amounts claimed by our client for the Works.

For the avoidance of doubt, the total sums our client claims are as follows:

- Scaffolding costs: £41,271 inclusive of VAT
- Structural Survey Reports: £2,614.20 inclusive of VAT
- Total: **£43,855.20**

With your client having made payments of £18,414 to date, the total outstanding sums are **£25,441.20**. Our client's position remains the same, and upon clarification of the dates, we trust your client will now arrange for payment. Please ensure that payment is made within 14 days of the date of this letter to the following bank account:

Name: Barclays Bank
Account Number: 83490173
Sort Code: 20-26-42
Reference: 139538

Our client looks forward to receiving the monies in due course. Please note, if your client fails to pay the monies, our client continues to reserve the right to pursue this matter through the courts, drawing this letter to their attention on the question of costs.

Yours Faithfully

Birketts LLP

Birketts LLP

Direct Line: 02035534870
Direct e-mail: Molly.Williamson@birketts.co.uk

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D FINCHAM & SONS DEMOLITION LTD

194 North Walsham Road
Sprowston
Norwich
NR6 7QW
Phone: 07792 381650
07532 164453
Email: dfinchamandsons@gmail.com

South Norfolk Council,
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich,
NR7 0WF

INVOICE 469

Date: 28.07.2024

Reference: 469

Contract: Ref: 034-SN-24

Clear household items to allow for scaffold propping. £700.00

Install lightweight crash deck on the gable end as per your specification
to enable safe passage for neighbour.
Install internal propping from Ground to roof structure. £6,250.00

Man hours on 17th July as per report issued. £780.00

Sub Total £7,730.00

20% VAT £1,546.00

Invoice Total £9,276.00

Account Name: D Fincham & Sons Demolition Ltd

Sort Code: 77-66-53

Account Number: 23312568

Company no. 09052896
VAT no. 190575685
UTR: 1627822810

INVOICE

CNC Building Control
PO Box 1370
South Norfolk House
Swan Lane
Long Stratton
Norwich
NR15 2XE

Invoice Ref: INV031313
Project Code: 220202
Invoice Date: 29 Jul 2024
Due Date: 12 Aug 2024



Second Floor
69-75 Thorpe Road
Norwich, NR1 1UA
01603 430650

clientservice@canhamconsulting.co.uk
www.canhamconsulting.co.uk

Invoice Details

For Professional Services rendered in connection with Delgany Cottage, 3 Hillside Cottages, The Street, Long Stratton

• Undertook emergency site inspection on 19/07/24 • Multiple telephone correspondence with CNC & scaffolder • Prepared and issued targeted structural inspection report on 22/07/24 Fee based on an hourly rate for an Associate Structural Engineer undertaking the inspection & report with internal quality checks by a Director	£1,078.50
---	-----------

Total net	£1,078.50
VAT @ 20%	£215.70
Total Payable	£1,294.20

Payment Details

Payment may be made by the following methods:

Online Banking: Sort Code 20-62-68 | Account Number 50232602

Debit/credit card: Please ring 01603 430650 with card details or visit our website.

Canham Consulting Limited | Company Reg: 02710417 | VAT No. 595 2587 90

INVOICE



CNC Building Control
PO Box 1370
South Norfolk House
Swan Lane
Long Stratton
Norwich
NR15 2XE

Second Floor
69-75 Thorpe Road
Norwich, NR1 1UA
01603 430650
clientservice@canhamconsulting.co.uk
www.canhamconsulting.co.uk

Invoice Ref: INV031693
Project Code: 220202
Invoice Date: 26 Sep 2024
Due Date: 10 Oct 2024

Invoice Details

For Professional Services rendered in connection with Delgany Cottage, 3 Hillside Cottages, The Street, Long Stratton

- Reviewed previously issued targeted inspection report - Issue of addendum report detailing permanent remedial repair solution to clay lump wall on 25/09/2024.	£1,100.00
--	-----------

Total net	£1,100.00
VAT @ 20%	£220.00
Total Payable	£1,320.00

Payment Details

Payment may be made by the following methods:

Online Banking: Sort Code 20-62-68 | Account Number 50232602

Debit/credit card: Please ring 01603 430650 with card details or visit our website.

Canham Consulting Limited | Company Reg: 02710417 | VAT No. 595 2587 90

D FINCHAM & SONS DEMOLITION LTD

194 North Walsham Road

Sprowston

Norwich

NR6 7QW

Phone: 07792 381650

07532 164453

Email: dfinchamandsons@gmail.com

South Norfolk Council,
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich,
NR7 0WF

INVOICE 484

Date: 04.10.2024

Reference: 484

Contract: Ref: 034-SN-24

Delgany, Long Stratton

6 weeks scaffolding hire from 24/08/2024—04/10/2024 @ £625.00/
week

£3,750.00

£900.00

6 weekly inspections @ £150.00/ week

Sub Total

£4,650.00

20% VAT

£930.00

Invoice Total

£5,580.00

Account Name: D Fincham & Sons Demolition Ltd

Sort Code: 77-66-53

Account Number: 23312568

Company no. 09052696

VAT no. 190575685

UTR: 1627822810

D FINCHAM & SONS DEMOLITION LTD

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07532 164453
Email: dfinchamandsons@gmail.com

South Norfolk Council,
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich,
NR7 0WF

INVOICE 501

Date: 17.11.2024

Reference: 501

Contract: Ref: 034-SN-24

Delgany, Long Stratton

6 weeks scaffolding hire from 05/10/2024 - 16/11/2024 @ £625.00/week £3,750.00

£900.00

6 weekly inspections @ £150.00/week

Sub Total £4,650.00

20% VAT £930.00

Invoice Total £5,580.00

Account Name: D Fincham & Sons Demolition Ltd

Sort Code: 77-66-53

Account Number: 23312568

Company no. 09052696

VAT no. 190575685

UTR: 1627822810

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South Norfolk Council,
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich,
NR7 0WF

INVOICE 519

Date: 03.01.2025

Reference: 519

Contract: Ref: 034-SN-24

Delgany, Long Stratton

6 weeks scaffolding hire from 17/11/2024 - 28/12/2024 @ £625.00/
week

£3,750.00

£900.00

6 weekly inspections @ £150.00/ week

Sub Total

£4,650.00

20% VAT

£930.00

Invoice Total

£5,580.00

Account Name: D Fincham & Sons Demolition Ltd

Sort Code: 77-66-53

Account Number: 23312568

Company no. 09052696

VAT no. 190575685

UTR: 1627822810

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Norwich

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07532 164453

Email: dfinchamandsons@gmail.com

South Norfolk Council,
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich,
NR7 0WF

INVOICE 528

Date: 11.02.2025

Reference: 528

Contract: Ref: 034-SN-24

Delgany, Long Stratton

6 weeks scaffolding hire from 29/12/2024 - 08/02/2025 @ £625.00/week

£3,750.00

£900.00

6 weekly inspections @ £150.00/week

Sub Total

£4,650.00

20% VAT

£930.00

Invoice Total

£5,580.00

Account Name: D Fincham & Sons Demolition Ltd

Sort Code: 77-66-53

Account Number: 23312568

Company no. 09052696

VAT no. 190575685

UTR: 1627822810

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South Norfolk Council,
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich,
NR7 0WF

INVOICE 536

Date: 25.03.2025

Reference: 536

Contract: Ref: 034-SN-24

Delgany, Long Stratton

6 weeks scaffolding hire from 09/02/2025—22/03/2025 @ £625.00/
week

£3,750.00

6 weekly inspections @ £150.00/ week

£900.00

Sub Total

£4,650.00

20% VAT

£930.00

Invoice Total

£5,580.00

Account Name: D Fincham & Sons Demolition Ltd

Sort Code: 77-66-53

Account Number: 23312568

Company no. 09052696

VAT no. 190575685

UTR: 1627822810

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South Norfolk Council,
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich,
NR7 0WF

INVOICE 548

Date: 17.05.2025

Reference: 548

Contract: Ref: 034-SN-24

Delgany, Long Stratton

4.5 weeks scaffolding hire from 23/03/2025 - 24/04/2025 @ £625.00/ week £2,812.50

4 weekly inspections @ £150.00/ week £600.00

Sub Total £3,412.50

20% VAT £682.50

Invoice Total £4,095.00

Account Name: D Fincham & Sons Demolition Ltd

Sort Code: 77-66-53

Account Number: 23312568

Company no. 09052696

VAT no. 190575685

UTR: 1627822810

INVOICE

Page 1 of 2

VAT Registration No 106995054

Enquiries Please contact:

Tel: 08081 685041

Email: Enquiries@cncbuildingcontrol.gov.uk



CNC Building Control
South Norfolk Council
The Horizon Centre
Peechman Way, Broadland Business Park
Norwich
NR7 0WF

Mr Peter Evans
C/O Olive House
Olive Avenue
Newton Flotman
Norfolk
NR15 1PF

Invoice No:	0711038613
Account No:	139538
Date:	16/10/2024
PO Number:	

THIS INVOICE IS DUE FOR PAYMENT BY: 30/10/2024

LINE	QTY	DESCRIPTION	VAT Rate %	VAT £	AMOUNT £
001	1.00	Dangerous Structure action taken in accordance with Section 78 Building Act 1984 Re: 2024/002730/SNC Delgany, 3 Hillside Cottages The Street, Long Stratton Emergency call out, provision and continuing hire of scaffolding, and associated Structural reports.	20.00	2,911.70	14,558.50
002	1.00	Administration Charge	20.00	291.17	1,455.85

South Norfolk Council delivering CNC Building Control
on behalf of



TOTAL NET AMOUNT	£16,014.35
TOTAL VAT	£3,202.87
TOTAL AMOUNT	£19,217.22

INVOICE

Page 1 of 2

VAT Registration No 106995054

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CNC Building Control
South Norfolk District Council
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Peachman Way, Broadland Business Park
Norwich, Norfolk
NR7 0WF

P1264706/002110

Mr Peter Evans
C/O Olive House
Olive Avenue
Newton Flotman
Norfolk
NR15 1PF

Invoice No:	0711038738
Account No:	139538
Date:	19/11/2024
PO Number:	

THIS INVOICE IS DUE FOR PAYMENT BY: 03/12/2024

LINE	QTY	DESCRIPTION	VAT Rate %	VAT £	AMOUNT £
001	1.00	2024/002730/SNC Continuation of scaffolding hire - 6 weeks from 5/10/24 and 6 safety checks.	20.00	930.00	4,650.00
002	1.00	Administration charge	20.00	93.00	465.00

South Norfolk Council delivering CNC Building Control
on behalf of

TOTAL NET AMOUNT

£5,115.00

TOTAL VAT

£1,023.00

TOTAL AMOUNT

£6,138.00



#11447831092113/1/1

paid

INVOICE

Page 1 of 2

VAT Registration No 106995054

Enquiries Please contact:

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CNC Building Control
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Norwich, Norfolk
NR7 9WF

01206362300/1382

Mr Peter Evans
C/O Olive House
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Norfolk
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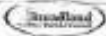
Invoice No:	0711038859
Account No:	139538
Date:	08/01/2025
PO Number:	

THIS INVOICE IS DUE FOR PAYMENT BY: 22/11/2025

LINE	QTY	DESCRIPTION	VAT Rate %	VAT £	AMOUNT £
001	1.00	2024/002730/SNC Continuation of scaffolding hire 17th Oct to 20 Dec 2024 and 6 weekly inspections	20.00	930.00	4,650.00
002	1.00	Admin Charge	20.00	93.30	465.00

South Norfolk Council delivering CNC Building Control
on behalf of

TOTAL NET AMOUNT	£5,115.00
TOTAL VAT	£1,023.00
TOTAL AMOUNT	£6,138.00



paid

INVOICE

Page 1 of 2

VAT Registration No 106995054

Enquiries Please contact:

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Email: Enquiries@cncbuildingcontrol.gov.uk

CNC

BUILDING CONTROL

CNC Building Control

South Norfolk Council

The Horizon Centre

Peachman Way, Broadland Business Park

Norwich

NR7 0WF

F1267993/3004314

Mr Peter Evans
C/O Olive House
Olive Avenue
Newton Flotman
Norfolk
NR15 1PF

Invoice No: 0711038979
Account No: 139538
Date: 13/02/2025
PO Number :

THIS INVOICE IS DUE FOR PAYMENT BY:

27/02/2025

LINE	QTY	DESCRIPTION	VAT Rate %	VAT £	AMOUNT £
001	1.00	2024/002730/SNC Continuation of scaffolding hire and weekly checks at Delgany, 3 Hillside Cottages The Street, Long Stratton 29th December 2024 to 9th February 2025.	20.00	930.00	4,650.00
002	1.00	Admin Charge	20.00	93.00	465.00

South Norfolk Council delivering CNC Building Control
on behalf of

TOTAL NET AMOUNT	£5,115.00
TOTAL VAT	£1,023.00
TOTAL AMOUNT	£6,138.00



EXAM
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Peaschman Way, Broadland Business Park
Norwich
NR7 0WF

P1270338/0004809

Mr Peter Evans
C/O Olive House
Olive Avenue
Newton Flotman
Norfolk
NR15 1PF

Invoice No: 0711039103
Account No: 139538
Date: 28/03/2025
PO Number:

THIS INVOICE IS DUE FOR PAYMENT BY: 11/04/2025

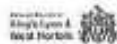
LINE	QTY	DESCRIPTION	VAT Rate %	VAT £	AMOUNT £
001	1.00	Dangerous Structure action 2024/002730/SNC Continuation of scaffolding hire 09/02/2025 to 23/3/2025, and 6 weekly inspections	20.00	930.00	4,650.00
002	1.00	Admin Charge	20.00	93.00	465.00

South Norfolk Council delivering CNC Building Control
on behalf of

TOTAL NET AMOUNT £5,115.00

TOTAL VAT £1,023.00

TOTAL AMOUNT £6,138.00



0008

INVOICE

Page 1 of 2

VAT Registration No 106995054

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The Horizon Centre
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Norwich
NR7 0WF

Mr Peter Evans
C/O Olive House
Olive Avenue
Newton Flotman
Norfolk
NR15 1PF

Invoice No:	0711039280
Account No:	139538
Date:	14/05/2025
PO Number :	

THIS INVOICE IS DUE FOR PAYMENT BY: 28/05/2025

LINE	QTY	DESCRIPTION	VAT Rate %	VAT £	AMOUNT £
001	1.00	2024/002730/SNC Continuation of scaffolding hire and 4 X weekly inspections 23rd March to 24th April 2025	20.00	682.50	3,412.50
002	1.00	Admin Charge	20.00	68.25	341.25

South Norfolk Council delivering CNC Building Control
on behalf of

TOTAL NET AMOUNT

£3,753.75

TOTAL VAT

£750.75

TOTAL AMOUNT

£4,504.50



APPENDIX C

the Council's consulting engineers — Targeted Inspection Report, 22
July 2024

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**Structural Civil Building
Engineers**

Targeted Inspection Report



Project Ref: 220202
Site: Delgany Cottage, 3 Hillside Cottages, The Street,
Long Stratton
Client: CNC Building Control
The Horizon Centre, Broadland Business Park,
Peachman Way, Norwich, NR7 0WF
Bradley Collins
Prepared By: Bradley Collins MEng (Hons) CEng MStructE
Nigel Evans
Checked By: Nigel Evans IEng IMStructE C.Build E MCABE
Date of Report: 22/07/2024
Date of Inspection: 19/07/2024

Canham Consulting Ltd | Consultants to the Construction Industry
Second Floor, 69-75 Thorpe Road, Norwich, Norfolk, NR1 1UA
Registered in England & Wales | Company Registration No 02710417
01603 430650 | clientservice@canhamconsulting.co.uk | www.canhamconsulting.co.uk

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2	OBSERVATIONS	3
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2.2	Internally	4
3	DISCUSSIONS	5
4	CONCLUSIONS & RECOMMENDATIONS	6
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Appendices

Appendix A - Photographs

1 BRIEF & BACKGROUND

Following our emergency site investigation on Friday 19th July, please find below a summary of our findings and discussions / recommendations as per our telephone conversation.

The property is an end-terraced Grade II listed (Listing No. 1050283), two storey house formed of a combination of clay lump and masonry exterior walls supporting a timber first floor and an (assumed) cut timber roof clad with clay pantiles. The foundation details are not known but are presumed to be either a corbelled brickwork or straight bearing onto undisturbed soil.

During the visit, a visual inspection was undertaken from ground floor level externally and at ground and first floor level internally. Due to the condition of the floor structure, the inspection at first floor level was limited predominantly from the corridor at the top of the stairs due to health and safety concerns.

The weather was dry and sunny with temperatures around 27°C.

We were informed by CNC building control and the friend who allowed access into the property, that the resident had been moved out within the last couple of days for fears as to the safety of the property.

We were also informed that the water main had recently been turned off to prevent any further water leaks. During the inspection, the electrics were also turned off at the consumer unit/fusebox.

We have not inspected woodwork or other areas that are covered, unexposed or inaccessible; we are therefore unable to confirm that any such areas of the property are free from defect.

All observations are made with the front elevation of the property described as viewed from the highway. It is important to note that this report does not constitute a building survey, neither does it constitute a full structural survey, this is a report generated from a first look/cursory inspection of the property, with no intrusive investigations undertaken.

2 OBSERVATIONS

2.1 Externally

The front elevation is of red-brick construction with two stepped out brick piers on the party wall and gable edge (Photograph 1). The pier on the left-hand side forms the brickwork quoins of the gable elevation. The brickwork also corbels out at ground floor level. Access to the front door is stepped up from the ground level externally.

There did not appear to be any visual cracking along the front elevation. There appears to be a re-build of the brickwork on the left-hand side (nearest the gable elevation) as both the mortar colour and thickness was different to the right-hand side.

In comparison to the neighbouring rendered terrace property, the brickwork is offset outwards that suggests this was a potential later addition.

The side gable elevation appears to have a cementitious rendered finish throughout. The render had been predominantly painted black except for a small patch at mid height (Photograph 2).

There is a scarring outline in the render that finishes just below the eaves level. It is not clear what has caused this but would suggest some external structure used to abut the wall.

Within the centre of the wall, there is a vertical discolouration that is likely due to water escaping from the leaking water tank in the roof.

There are various arrays of hairline cracking in the render throughout the elevation with no clear noticeable pattern. There are also no signs of any major distress or partial collapse of the wall when viewed externally.

The rear elevation consists of a painted rendered gable wall. Along this elevation, there are several horizontal cracks extending from the corner of the side elevation (Photograph 3).

2.2 Internally

Within the rear kitchen, the floor was still relatively damp.

Towards the rear corner of the kitchen adjacent the party wall, the ceiling has collapsed, exposing the floor joists. This is directly below the bathroom and appears to be due to water ingress (Photograph 4). Next to this, a small metal tube has penetrated through the ceiling line which was found to be the supporting post of a bed from the floor above. It can be noted that the floor joists span left to right between the party wall and the side elevation clay lump wall.

The staircase is currently supporting a large area of rubble that has been formed from the collapsed clay lump wall of the side elevation (Photograph 5). The rubble built up from ground floor up to the first few steps of the stairs was heavily consolidated and dry, suggesting that it has been there for some time. The rubble on the corner of the stairs was much looser and slightly damper than that found at low level.

On the stairwell line, a large area of clay lump has fallen from the external elevation (Photograph 6). This has revealed the metal lath of the external render as well as its ties (Photograph 7). The internal finish appears to be cementitious and has blown from the surface of the wall (Photograph 8). There did not appear to be any other hidden supporting structure such as timber studs, as can sometimes be seen within clay lump wall construction.

At high level, the eaves line brickwork and timber wall plate have been exposed from the opening (Photograph 9).

At low level, the clay was very damp and could be easily removed and moulded. To the right of the hole, the clay appeared more solid and was a lot drier, suggesting the water leak was concentrated within the collapsed portion.

In the ground floor living room, there did not appear to be any major cracks in the side elevation wall other than a vertical hairline crack in the centre of the room (Photograph 10).

In the rear kitchen, there were some diagonal hairline cracks in the side elevation wall.

At first floor level both the front and rear bedrooms did not appear to have any cracks along the side wall elevation.

In the front bedroom, there was a ceiling / wall crack that increased in width against the internal wall. This crack then continued diagonally down through the internal wall (Photograph 11). Access into this room was limited for health and safety concerns.

In the rear bedroom, there appeared to be a slight sag in the downstand roof beam that is likely supporting the original eaves valley of the main pitched roof (Photograph 12). To the side of the downstand is a small hole in the ceiling.

3 DISCUSSIONS

Due to the damp nature of the wall, it is clear that the water leak from the roof tank has caused the clay lump wall to liquify which has resulted in the partial collapse of the side elevation wall.

As the external and internal render of the wall appears to be cementitious, any water ingress will have been trapped due to the non-porous properties of cement-based products. This will have prevented the clay lump from drying out, leading to its collapse.

As the internal rubble at the base of the staircase was relatively dry and compacted, we believe this collapse (or partial collapse) would have occurred some time ago and had been "trodden" on when gaining access to the staircase. Furthermore, given the level of damp throughout the property and floor / ceiling collapse throughout, this water leak will have likely been ongoing for some time.

The metal lath and cement render appears to be holding the external face intact when viewed from outside. However, this section of wall will be relatively thin and weak and is therefore difficult to ascertain how long this will remain without significant movement or collapse.

The remainder of the side elevation wall at ground floor level appeared to be in a reasonable condition, with no signs of major movement or distress. Likewise at first floor level, there did not appear to be any major cracks or signs of failure in the wall.

In the front bedroom, the ceiling / wall crack that extends diagonally down into the internal wall does show potential signs of movement / debonding of the external wall from the internal. The extent of this is not known at this time, however this is relatively inevitable given the amount of loose / fallen clay lump the other side of the internal wall.

The first-floor joists are spanning onto the side elevation clay lump wall. It is likely that these joists are providing a mid-height tie to the external wall, providing additional stability. This is further emphasised by the collapse occurring within the stairwell where there is no horizontal floor tie.

Likewise at roof level, we would assume that this is a timber cut roof and as such will have purlins tying into the external wall. There is a concern that one purlin will likely be within close proximity to the collapsed section of wall and therefore there is a risk that any roof loading is surcharging over the weakened section.

Within our inspection we managed to speak with the neighbour who shares the party wall (opposite the clay lump wall and part of Hillside Cottages). She noted that there does not appear to be any issues within her property other than typical cracking for a property of that age.

4 CONCLUSIONS & RECOMMENDATIONS

It is of our understanding that the first objective of CNC Building Control is to ensure the safety of the general public and neighbouring structures. Longer term solutions would then be explored once appropriate discussions and confirmations have been given. As such, we have broken down our recommendations and conclusions into progressive stages from urgent up to potential final solution.

We would also recommend that the conservation officer is informed of the structure and its condition if they have not been notified already as they will need to be aware of any works being undertaken during its stability and preservation.

It can be noted that our inspection was undertaken during a period of high temperatures within the summer period. If there is the potential of heavy rainfall, strong winds or a drop in temperature, it would be recommended that full support is provided as per section 4.2 as a minimum.

4.1 Urgent Actions

Whilst it is clear that some of the wall collapse occurred some time ago, the remaining structure has a high risk of further collapse and as such urgent temporary works are required for the safety of those around it.

The neighbouring property, separate to Hillside Cottages, has a side alleyway that appears to be used for access into their house. This alleyway is directly against the collapsed clay lump wall and as such there is a risk that some of this material could fall onto their access route. As such, we would recommend that a temporary crash deck is installed over the alleyway to prevent any falling material falling onto the general public. This scaffold must not touch the external face of the wall for risk of causing further damage.

As the internal floor is likely providing some form of horizontal tie to the wall, there is a risk that if the floor was to give way either due to loose bearing on the clay lump or damp rot of the timber, then the external wall could become unstable and fall. This is also applicable to the roof structure.

As such, we would recommend that the first-floor structure is propped internally across the entire side elevation. This propping must not lift the floor but instead be a fail safe should its bearing suddenly fail.

The first floor would then need to be back-propped to provide support to the roof structure and ceiling above. This will likely require some intrusive openings of the first floor ceiling when providing support to the roof. The extent of scaffolding will depend primarily on the complexity of reaching the space.

It can be noted that this urgent proposal will only reduce the risk of minimal debris hurting the general public within close proximity. This does not provide a solution to prevent the side elevation wall and subsequent floors from potential collapse. Given the close proximity of the neighbouring property, it may be prudent to explore a more robust support in the not-too-distant future.

4.2 Further Support & Investigation

The next steps would be to provide full support so that if the wall was to fail, there is a reduced risk of full building collapse and damage to neighbouring structures.

For this, a designed external scaffold would be required that is able to withstand the potential horizontal surcharge from a collapsing wall. Given the minimal space within the alleyway, this will likely require substantial kentledge and returns on both the front and rear elevations.

An internal birdcage scaffold structure would also be required at both ground and first floor level to provide support to all internal structural elements. Should the wall fail, this will need to be able to support floors, ceilings and the roof.

Once this additional support is installed, further intrusive investigations can be undertaken to understand the extent of the damage to the walls / floors. This will likely comprise of the following (but not exhaustive):

- Removal of the internal finishes throughout
- Observing and testing the clay lump for extent of moisture
- Checking bearings of the floor and roof structure
- Checking timbers for damp and quality of material / bearing

The above would then provide a clearer picture for remedial works to be undertaken.

4.3 Final Permanent Solution

The final solution will depend primarily on the findings from the investigation works. However, it is likely that the side elevation will require either a partial or full re-build depending on its severity.

As the property is Grade II listed, this will need to be in accordance with the Conservation Officer and like for like as clay lump construction. Hidden permanent structures could be potentially designed and installed to provide assistance to the clay lump, floor and roof, reducing the risk of any future leaks causing instability issues in the future.

This would then need finishing both externally and internally in a lime-based render. In doing so, any trapped moisture will be able to escape / evaporate, aiding the longevity of the clay lump construction.

We trust that the above and appended information is suitable for your requirements, but please do not hesitate to contact us should you require any further information.

Appendix A **Photographs**

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Photograph 1

Front elevation brickwork



Photograph 2

Side elevation render



Photograph 3

Rear elevation render – horizontal cracking on corner



Photograph 4

Kitchen ceiling collapse due to water ingress – exposing timber joists



Photograph 5

Kitchen – staircase supporting clay lump rubble from side elevation



Photograph 6

Side elevation – collapse of clay lump wall

**Photograph 7**

Exposed metal lath and ties from external render

**Photograph 8**

Blown internal finish



Photograph 9

Exposed eaves level brickwork and timber wall plate



Photograph 10

Living room – vertical hairline crack in centre of side elevation wall

**Photograph 11**

Front bedroom – wall / ceiling crack extending diagonally down into internal wall

**Photograph 12**

Rear bedroom – sag in downstand eaves beam



Canham Consulting

Structural Civil Building Engineers

Canham Consulting Ltd

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Norwich, Norfolk, NR1 1UA

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www.canhamconsulting.co.uk



APPENDIX D

the Council's consulting engineers — Addendum Report, 25 September
2024

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Addendum Report



Project Ref: 220202 - ADDENDUM
Site: Delgany Cottage, 3 Hillside Cottages, The Street, Long Stratton
Client: CNC Building Control
The Horizon Centre, Broadland Business Park,
Peachman Way, Norwich, NR7 0WF

Prepared By: Bradley Collins MEng (Hons) CEng MStructE

Checked By: Nigel Evans IEng IMStructE C.Build E MCABE
Date of Report: 25/09/2024
Date of Inspection: N/A

Contents

1	BRIEF	3
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2.1.3	Floor Joist and Roof Timber Bearings.....	6
2.2	Remedial Repairs	7
3	CONCLUSION.....	7

Appendices

Appendix B - 220202-CCL-XX-XX-D-S-3500 - Sketch proposal

1 BRIEF

This is an addendum report to the targeted inspection report issued 22nd July 2024. Following our initial structural inspection and conclusion of the report, we understand that CNC building control are having to issue a Section 77 of the Building Act 1984 to the owner of the property for permanent repairs to be undertaken for the safety of the building and neighbouring properties and residents.

To satisfy the requirements of Section 77 and in line with our conversations, we understand that the report needs to provide the minimum permanent solution required to rectify the partially collapsed clay lump wall that will facilitate the removal of the temporary scaffolding and propping externally. This would also reinstate access to the neighbour's property.

The following report is an addendum, and as such needs to be read in conjunction with the previous targeted inspection report. Any observations (including photos), discussions and recommendations may refer back to those in the previous report and will not be repeated.

2 RECOMMENDATION OF PERMANENT REMEDIAL REPAIRS

Despite the obvious collapse of the clay lump wall within the staircase of the gable elevation, the extent of damage along the remainder of the elevation and adjoining floor is still unknown. Given that the water leaks from the roof have been an ongoing issue for some time we do not know how much further along the wall the clay lump has been compromised.

There is a risk that any remedial repairs to the known collapse of wall would only limit strengthening to a single section. As the wall will only be as strong as its weakest position, there is the possibility that an unknown compromised section of clay lump could collapse even if the visible structure had been rectified.

As such, the permanent works will still require a level of intrusive investigation, however this could be limited in the first instance to localised areas of the building for the initial safety of the structure. Other intrusive investigations and potential repair works could then be undertaken in the future when investment has been approved either through the original occupant or a buyer.

Given the Grade II listed status of the property, all works including intrusive investigations will require Conservation Officer approval. As such, we would recommend that a dialogue is opened up with the Conservation Officer at the earliest opportunity so that they are aware of the works and potential design, and can provide swift resolution and approval.

We have broken down the relevant permanent works and investigations into stages that will likely need to be undertaken in a linear timeframe to ensure works are kept to a minimum.

2.1 Further Intrusive Investigations

Before repairs can be undertaken, intrusive investigations are required in strategic locations to assess extent of damage. This may be an iterative process whereby further investigations are required as a result of the findings from initial assessments. These are unknown until the first stages are concluded.

All of the investigations and remedial repairs will rely on an effective and designed temporary works proposal to provide adequate support and protection to the wall.

A scaffold has been installed along the gable elevation of the wall as well as some internal props to the first-floor joists and roof members bearing onto the gable.

From our understanding, this scaffold is not a designed solution and was in line with our minimal urgent recommendations whereby the scaffold will only act as a crash deck, protecting the general public from falling debris. Should the wall collapse / fall outwards, this scaffold would not be sufficient enough to provide restraint.

The designed temporary works solution would still potentially utilise a scaffold along the gable wall, however it will require sufficient kentledge and propping along the front and rear elevations to withstand the potential horizontal surcharge of the wall and prevent the wall falling out onto the neighbouring property.

An internal birdcage scaffold will also likely be required should the wall want to fall inwards, designed to withstand the forces and protect the workers inside the building.

The design of both the internal and external scaffold will need careful coordination to allow access to the neighbouring property and not restrict any intrusive investigations or remedial repairs being undertaken.

It is within this designed solution that it would be prudent to consider timeframes and the need for weather protection of the building. Once the clay lump is fully exposed, any heavy rainfall will accelerate its deterioration and it needs to be protected through the wetter and colder months.

2.1.1 Internal Elevation

The first area of investigation is around the collapsed section of external wall internally. The internal render needs to be carefully removed around the opening, extending approximately 500mm beyond the extreme edges so that a clear view of the clay lump construction can be observed. This can be seen highlighted in blue in Figure 1.

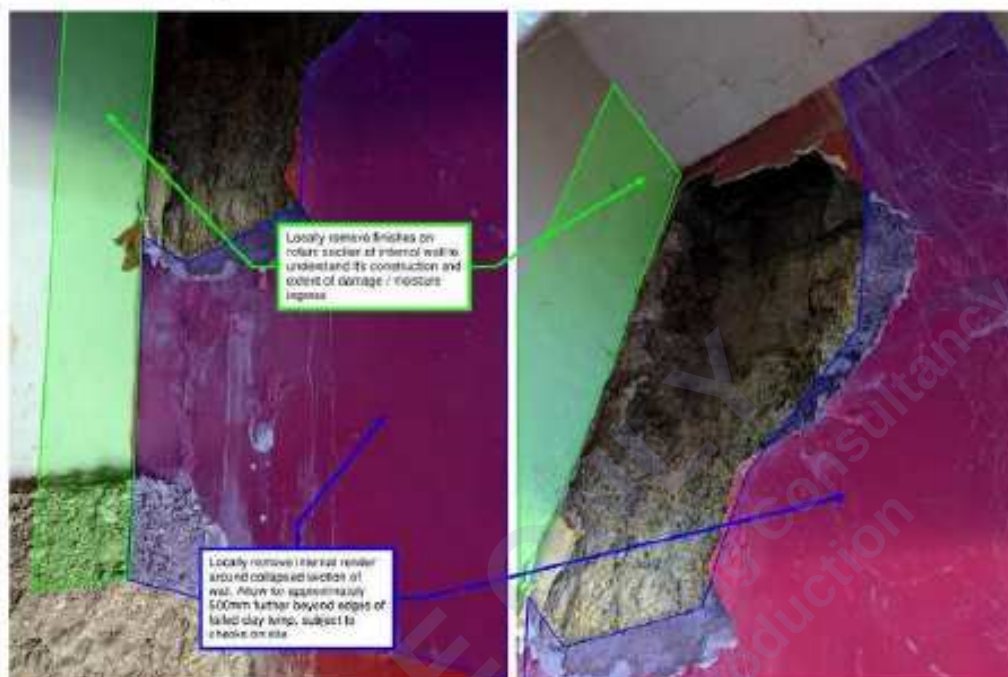


Figure 1 - Potential investigation areas around collapsed section of wall

When these areas have been opened, an Engineer will need to inspect and assess whether the clay lump sections beyond the visible area have been compromised. If they have been compromised, then subsequent intrusive investigations would be required with the relative area increasing each time until limited affect has been identified.

This is not limited to ground floor as it could extend into the rear upstairs bedroom. Likewise, it may be identified that the external wall on the opposite side of the dividing internal wall may have been affected. There did not appear to be any signs of deterioration within our initial inspection, however the internal finish could be obscuring this.

When undertaking these investigations, it would also be recommended that a strip of finishes is removed along the abutting internal dividing wall to observe its construction and condition. This is highlighted in green in Figure 1. Like above, the extent of investigation may need to increase sequentially if hidden issues are identified. Initially we would envisage the investigations extending 300mm beyond the corner of the wall.

2.1.2 External Elevation

This would be similar in principal to that described for the internal investigations, whereby the external cementitious render is carefully and locally removed around the position of the collapsed section and extended by approximately 500mm in all directions as per Figure 2. As the collapsed section of wall is not easily identified on the external face, the contractor will have to survey and locate the proposed areas for removal.

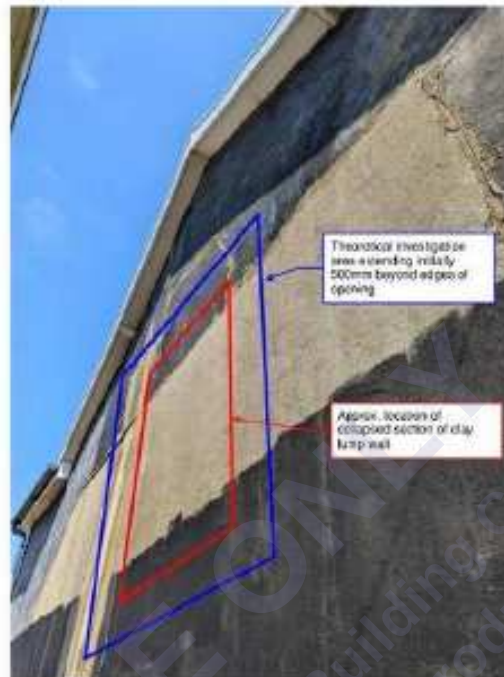


Figure 2 - Potential investigation areas externally

Logistically the investigations on the outer wall will need coordination and temporary proposals to protect the exposed clay lump from water ingress, especially as we are heading into the colder and rainier season. This could be incorporated into the overall stability temporary works, where applicable.

As was mentioned in the targeted inspection report, the cementitious mortar both internally and externally will likely be trapping moisture within the wall, as it's less porous than lime. This leads to the gradual deterioration of the clay lump inner structure. Whilst this is not likely to constitute a minimal permanent resolution, it would be recommended for all cementitious finishes to be carefully removed and replaced in lime as soon as possible, to prevent any moisture build up resulting in similar degrading and potential collapse of the wall in the future.

2.1.3 Floor Joist and Roof Timber Bearings

The water ingress has had a clear effect on the floor structure as evidenced by the collapsed ceiling within the kitchen. The floor structure is likely tying into the gable clay lump wall and providing lateral restraint. As such, it is critical in ensuring that the ties of the floor joists are still working effectively.

A long-term solution is for the entire floor and roof timber structure to be inspected for adequacy, especially in areas of previous high levels of moisture.

In the first instance, the criticality revolves around the connection of the joists into the wall. If water ingress was affecting the wall, there is a good possibility that the floor joists also absorbed moisture which can lead to damp rot and a reduced strength of timber.

We would therefore recommend that the floor joist bearings along the gable wall elevation are exposed and inspected. This can be localised to a strip of ceiling being removed close to the internal wall edge. The focus would be within the kitchen area where damage was more prevalent. If however, the clay lump wall has been compromised within the living room area when undertaking the investigation in line with 2.1.1, then the floor joists in this area will also need exposing and reviewing.

The same would apply within the first-floor ceiling and roof structure. Any ceiling joists or roof purlins bearing onto the gable wall will require careful exposure and investigation.

2.2 Remedial Repairs

Remedial repairs will be dependent on the findings from the investigation and extent of damage, however, will comprise the re-building of at least some part of the gable wall where the clay lump construction has failed.

Appendix B shows a typical sketch detail of one such type of re-build scenario and how this can strengthen the wall. This utilises hidden structural elements (studs / columns) integrated into the clay lump construction. The scale of this repair will need adjustment and a final detailed design following the investigations. This would then be finished with a lime-based render to allow the structure to breathe and internal water ingress to evaporate, reducing the risk of trapped moisture.

If the re-build shown in Appendix B needs extending beyond the confines of the staircase and within the areas where the floor is bearing onto the wall, then these integrated supporting elements could be coordinated with the incoming timber joists for effective fixture and tying of the floor.

Should the floor or roof timbers appear to have decayed, then repair / replacements will also be required dependent on the severity. Localised bearing decay could potentially be carefully cut away and a new treated timber spliced onto the end. This could prove tricky with finite bearing locations into the clay lump, however would be the least intrusive overall on the floor structure.

Likewise, full length joists could be installed as a replacement either by removing the original or constructing directly adjacent. This does however come with the extra complication of the joist bearing at the other end of the room where it would be connecting onto a party wall.

The same principals also applies to the roof and first floor ceiling structures.

3 CONCLUSION

The recommendations above rely on further intrusive investigation to identify the extent of damage caused by the water leak and partially collapsed wall.

Subsequent remedial repairs will rely on the findings from the intrusive investigations, however will comprise re-building and strengthening of the external clay lump wall, matching the construction where possible in keeping with the Grade II listed status of the property.

Further intrusive investigations and remedial repairs may be required elsewhere (such as floor joists generally), however their criticality is less urgent, and not in line with the Section 77

requirements. As such, these can be potentially visited once the building has been made safe or funding has been provided.

Before any of the above can be undertaken, designed and coordinated temporary works are required to prevent further collapse or damage to the building itself and neighbouring properties. This will also be for the safety of anybody working within close proximity and the general public. Furthermore, this temporary works will need to prevent further potential damage from the inclement winter weather.

We trust that the above and appended information is suitable for your requirements, but please do not hesitate to contact us should you require any further information.

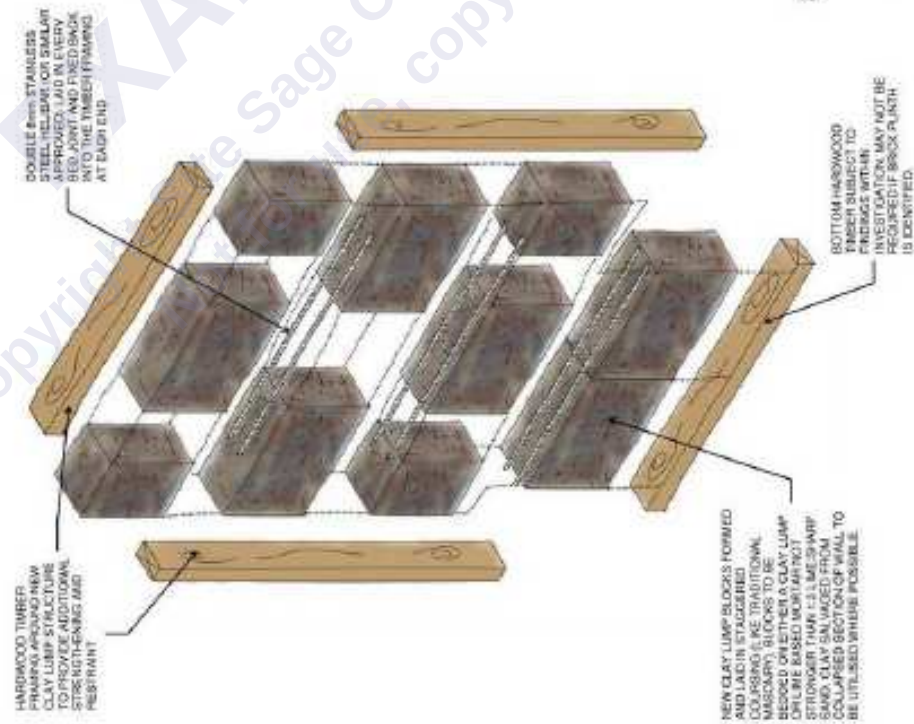
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Appendix B

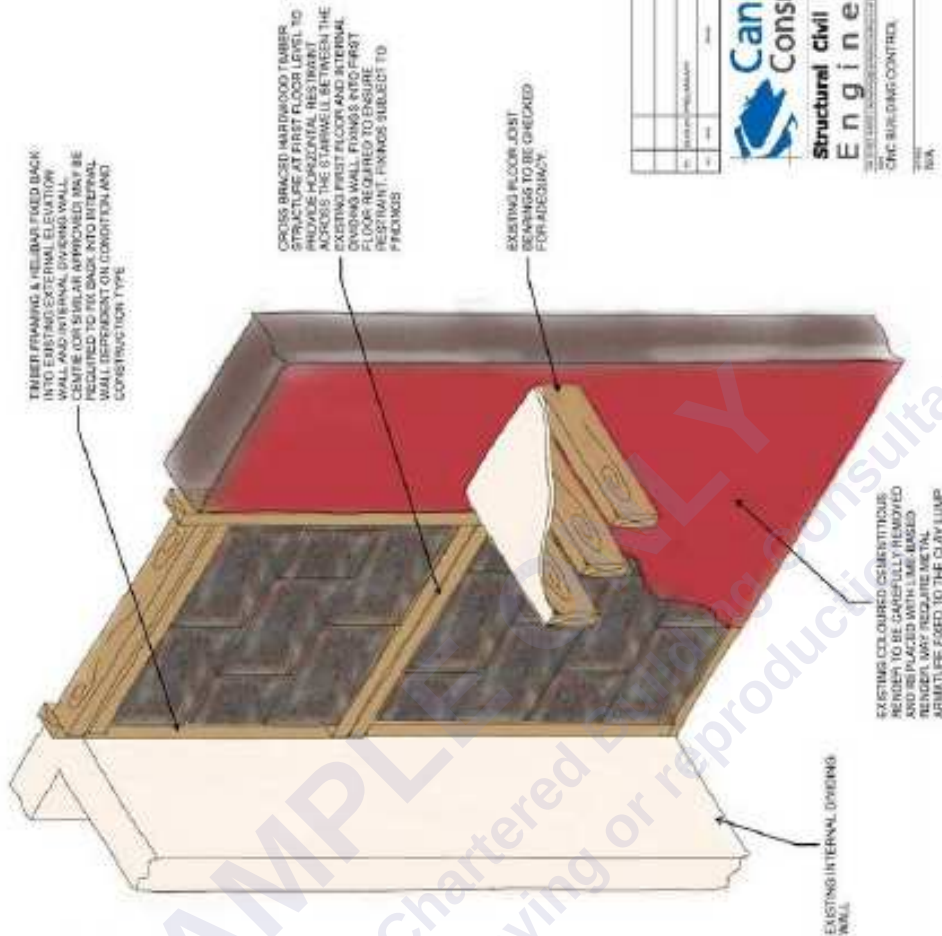
220202-CCL-XX-XX-D-S-3500 – SKETCH PROPOSAL

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EXPLODED 3D TYPICAL NEW-BUILD / REPAIR DETAIL



3D TYPICAL NEW-BUILD / REPAIR DETAIL



NOTES:

- 1) DO NOT SCALE FROM DRAWING
- 2) TO BE READ IN CONJUNCTION WITH TANGUED STRUCTURAL INSPECTION REPORT AND ADDENDUM
- 3) DETAILS ABOVE ARE NOT FINALISED / DESIGNED AND ARE SUBJECT TO FEEDBACK FROM THE INVESTIGATIONS PLUMB WITH THE ADDENDUM REPORT.
- 4) ALL WORKS SUBJECT TO CONSERVATION OFFICER APPROVAL



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APPENDIX E

the scaffolding contractor & the demolition contractor — Incident
Report 18 July 2024 and Quotation 24 July 2024

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FINCHAM & SONS DEMOLITION LTD

South Norfolk Council—Dangerous Structures Contract

Delgany, 3 Hillside Cottage, Long Stratton

Date of incident: 16th July 2024

Date of report: 18th July 2024

Produced by: Luke Fincham

Below details the timeline of events that occurred on the 16th and 17th of July 2024 following receipt of the initial notification from CNC at the location of the incident noted below.

Address:	Delgany, 3 Hillside Cottage, Long Stratton.
Date:	16th July 2024
Time of initial notification:	17:30
Client officer:	Marilyn Hurrell
Initial timeline of events:	Marilyn Hurrell spoke with Chloe Fincham (DS for D Fincham & Sons), notified there may be a potential requirement to respond to the above property on the 17th July 2024. Appeared to be structural damage to the external and internal walls due to water ingress over a prolonged period of time. Notified the works may require propping up, and gable is adjacent passageway which is required to remain accessible for neighbours. The tenant would not vacate the property at the time. Further correspondence would take place on the 17th July 2024. An email was then received from Marilyn Hurrell on 17th July 2024 at 0:21, detailing the discussions that had happened the evening before.
Date:	17th July 2024
Time of initial notification:	12:00pm
Client officer:	Paul Aldous
Responder:	Darren Fincham and Daniel Brown (Scaffold supervisor)
Details provided:	Following the email correspondence in the morning of the 17th July 2024, Paul Aldous called Luke Fincham at 12:00pm arranging for a site meeting at 15:30.
End user contact name:	N/A site attended by Paul Aldous
Time of attendance to site:	15:30
Description of events and recommendations:	Darren Fincham and Daniel Brown attended site at 15:30 to meet with Paul Aldous. On inspection of the property the internal and external walls all appeared to be deteriorated significantly. A discussion was undertaken regarding shoring up the gable wall, due to the proximity of the gable to the neighbouring property and the requirement to keep the alley accessible shoring up the gable end would not be possible. D Fincham and Sons initial recommendation was due to the condition of the entirety of the property full demolition would be the safest and most appropriate solution, however it is understood the property is listed and this is not possible at this time. An alternative solution was discussed of erecting scaffold to all 3 elevations of the property. Due to the condition of the property not being sufficient to tie into, crash decks would be required internally to tie external scaffold too. This would also allow the adjacent alley to remain accessible. Internal scaffold would provide roof support before and demolition/ dismantling takes place. D Fincham and sons would then hand dismantle the gable wall down to ground level. D Fincham and Sons were asked to provide a fixed quote for the works independently from the dangerous structures contract.

Timesheet Records—17th July 2024

Operative 1 Darren Fincham

Operative 2 Daniel Brown

Time of meeting: 15:30, time of commence travel 16:45

Finish Time: 18:30, time conclude travel 17:15

Total duration 2.5 hours - 2 operatives

Materials used N/A

Supervisor Signature:



Date:

18th July 2024

CNC Building Control
The Horizon Centre,
Broadland Business Park,
Peachman Way,
Norwich
NR7 0WF

FAO: Joan Hocking

Quotation Reference: Delgany, Long Stratton - Dangerous Structure

Date: 24.07.2024

Install lightweight crash deck on the gable end as per your specification to enable safe passage for neighbour.
This scaffolding will handle small debris but it will not stay in place if gable wall falls outwards.

Propping will be from ground floor to roof structure as requested.

£6,250.00

4 weeks hire included.

Hire: £625.00 / week thereafter

Weekly inspections: £150.00/ week

Internal works - 2 men to clear waste/debris to the other side of the house to enable for scaffold propping from ground floor level.

£700.00

If acceptable, works will be started and completed on Saturday 27th July

Yours Faithfully,
Darren Fincham

Company no. 09052896
VAT no. 190675685

APPENDIX F

the scaffolding contractor Building Control letter 26 July 2024; Court
Order 17 December 2024 with Schedule of Works

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CNC/002730/13
V1.0
Date: 12/02/2022



Mr P Evans
Delgany
3 Hillside Cottages
The Street
Long Stratton
Norfolk
NR15 2AH

Date : 26 July 2024

Dear Mr Evans

The Building Act 1984 (as amended) - Sections 77 and 78 - Dangerous Building / Structure

Reference number: 2024/002730/SNC

Dangerous building – Delgany, 3 Hillside Cottages, The Street, Long Stratton

CNC Building Control provide a dangerous building service on behalf of South Norfolk Council.

It was recently brought to our attention that the external gable wall to the side of the above building is in a dangerous condition. A subsequent site inspection on 18th July by our Building Control Surveyor and a consulting Structural Engineer revealed that the gable construction is unsound and in need of urgent attention. A temporary crash deck has been erected by our appointed contractor. The purpose of these works is to minimise any risk that may arise from collapse of the gable wall to the adjoining owner. We understand that they have right of access to their property adjacent to the affected side of Delgany.

As discussed at the time of our inspection, you were unable to make your own arrangements to make the building safe. Therefore, we used our emergency powers under Sections 78 and 97 of the Building Act, to arrange for our contractor to take the minimum action necessary to make the building safe in the short term. As explained to you, unfortunately these costs will have to be passed on to you/ your insurers and we will contact you for reimbursement in due course.

I trust that your insurers/ loss adjusters have now been in contact with you to discuss the remedial action necessary to reinstate the building and I would ask that they contact me if they have any questions. I would be grateful if you could confirm your intentions under Section 77 of the Building Act to remove the danger and instigate appropriate repairs within the next 21 days. Please advise of proposed contractors and the intended timescale to carry out such works. If you require additional time to make arrangements, please advise me accordingly.

email: enquiries@cncbuildingcontrol.gov.uk Website: www.cncbuildingcontrol.gov.uk

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Unfortunately, if action is not taken by you to completely remove the danger within the time scale given, then I will have no alternative but to seek an order from the Magistrates Court under Section 77 of The Building Act requiring the remedial work to be carried out and if this is not done, to arrange the necessary work ourselves and reclaim the costs involved.

I am sorry for the distress this incident has obviously caused you and hope the situation is rectified as soon as possible.

Yours sincerely



pp Joan Hocking
Service Manager
CNC Building Control

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IN THE NORWICH MAGISTRATES COURT

BETWEEN:

SOUTH NORFOLK COUNCIL

Applicant

– and –

PETER EVANS

Respondent

ORDER PURSUANT TO SECTION 77(2) BUILDINGS ACT 1984

ON reading the evidence

AND ON hearing the submissions of the applicant's legal representative

AND ON noting the respondent's absence, despite having being duly notified of the hearing.

IT IS ORDERED THAT:

1. The applicant is granted an order pursuant to section 77 (2) of the Buildings Act 1984 on the following terms:-
 - a. The respondent will complete the works to the property known as Delgany, 3 Hillside Cottages, The Street Long Stratton, NR15 2AH as set out in the Schedule appended to this Order;
 - b. The works in the Schedule are to be completed by the respondent within 28 days of the date of this Order, unless notified by the respondent, within that period that further time is required.
2. The respondent is to pay the complainant's costs of seeking this order in the sum of £750 within 28 days of the date of this Order.

Signed: 

Name:
Deputy District Judge Appleton
Date: 17 December 2024

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SCHEDULE OF WORKS

Type of Work	Part of the Property	Action Required
Temporary Works	Internal	Installation of birdcage scaffold to support first floor and roof structure and prevent gable wall falling inwards – designed and coordinated to allow investigations and remedial repairs
	External	Installation of a designed scaffold capable of supporting the end gable wall should it try to collapse outwards – designed and coordinated to allow investigations and remedial repairs
Further Investigations - Internal	Ground floor - kitchen wall on gable end	1 – Careful removal of render 500mm beyond current opening in clay lump wall for inspection by Engineer. If clay lump deterioration terminates within this area, works can progress to remedial repair.
		2 – Should the additional exposed area of wall show deterioration extends beyond the investigation area, then a further 500mm of render will need careful removal for inspection. This process repeats until extent of affected wall is known. An allowance should be made for installation of additional temporary support to the structure, if level of deterioration encountered dictates any concerns regarding instability.
	Ground floor - dividing kitchen / living room wall	1 – Careful removal of render 300mm from edge of gable wall for inspection by Engineer. If clay lump deterioration terminates within this area, works can progress to remedial repair.
		2 – Should the additional exposed area of wall show deterioration extends beyond the investigation area, then a further 300mm of render will need careful removal for inspection. This process repeats until extent of affected wall is known.
	Ground floor - living room wall on gable end	1 – Careful removal of render 300mm from corner of room adjacent kitchen abutting wall for inspection by Engineer. If clay lump

		deterioration terminates within this area, works can progress to remedial repair. 2 – Should the additional exposed area of wall show deterioration extends beyond the investigation area, then a further 300mm of render will need careful removal for inspection. This process repeats until extent of affected wall is known. An allowance should be made for installation of additional temporary support to the structure, if level of deterioration encountered dictates any concerns regarding instability.
	Ground floor – first floor joists above	1 – Removal of ceiling plaster against line of gable wall for inspection of the floor joists by the Engineer. If timber deterioration is non-existent or within confines of opened area, works can progress to remedial repair. 2 – Should deterioration of the floor joists extend beyond opened area, additional ceiling plaster to be removed for further inspection. This process repeats until extent of affected joists is known. An allowance should be made for installation of additional temporary support to the structure, if level of deterioration encountered dictates any concerns regarding instability.
	First floor – front and rear bedroom wall on gable end	1 – Careful removal of render 500mm beyond current opening in clay lump wall for inspection by Engineer. If clay lump deterioration terminates within this area, works can progress to remedial repair. 2 – Should the additional exposed area of wall show deterioration extends beyond the investigation area, then a further 500mm of render will need careful removal for inspection. This process repeats until extent of affected wall is known. An allowance should be made for installation of additional temporary support to the structure, if level of deterioration encountered dictates any concerns regarding instability.
	Gable wall	1 – Locate approximate position and extent of clay lump deterioration following internal

Further Investigations - external		investigations. Carefully remove exterior render for investigation. If undertaken parallel to internal investigations, then progressive 500mm increments to be utilised. 2 - If deterioration continues beyond internal area, then further progressive removal of render may be required to understand extent of affected area. An allowance should be made for installation of additional temporary support to the structure, if level of deterioration encountered dictates any concerns regarding instability.
Remedial Repairs	Gable wall	1 - Removal of loose and deteriorated clay lump sections 2 - Construction of clay lump cassette system (subject to detailed design) similar to that show in Appendix B of the addendum report - utilising hardwood timber framing connected with stainless steel helical bars embedded within mortar joints of new clay lump blocks. Extent of re-construction subject to findings from investigations 3 - Reinstatement of external and internal renders utilising lime-based products
	First floor structure	1 - Localised strengthening of joists bearing onto gable wall - tying into new clay lump construction (subject to findings from investigation) 2 - If joists have significant deterioration, then installation of new joists may be required
	First floor ceiling & roof structure	1 - Localised strengthening of ceiling joists and / or roof purlins bearing onto gable wall (subject to findings from investigation) 2 - If joists / purlins have significant deterioration, then installation of new may be required

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APPENDIX G

Photographs of the Scaffolding as Erected (client's bundle)

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APPENDIX H

Pre-action Correspondence Bundle, 26 July 2024 – 16 March 2026

Landscape originals are rotated for binding.

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CNC000113
913
Date: 12/06/22



Mr P Evans
Delgany
3 Hillside Cottages
The Street
Long Stratton
Norfolk
NR15 2AH

Date : 26 July 2024

Dear Mr Evans

The Building Act 1984 (as amended) - Sections 77 and 78 - Dangerous Building / Structure

Reference number: 2024/002730/SNC

Dangerous building – Delgany, 3 Hillside Cottages, The Street, Long Stratton

CNC Building Control provide a dangerous building service on behalf of South Norfolk Council.

It was recently brought to our attention that the external gable wall to the side of the above building is in a dangerous condition. A subsequent site inspection on 18th July by our Building Control Surveyor and a consulting Structural Engineer revealed that the gable construction is unsound and in need of urgent attention. A temporary crash deck has been erected by our appointed contractor. The purpose of these works is to minimise any risk that may arise from collapse of the gable wall to the adjoining owner. We understand that they have right of access to their property adjacent to the affected side of Delgany.

As discussed at the time of our inspection, you were unable to make your own arrangements to make the building safe. Therefore, we used our emergency powers under Sections 78 and 97 of the Building Act, to arrange for our contractor to take the minimum action necessary to make the building safe in the short term. As explained to you, unfortunately these costs will have to be passed on to you/ your insurers and we will contact you for reimbursement in due course.

I trust that your insurers/ loss adjusters have now been in contact with you to discuss the remedial action necessary to reinstate the building and I would ask that they contact me if they have any questions. I would be grateful if you could confirm your intentions under Section 77 of the Building Act to remove the danger and instigate appropriate repairs within the next 21 days. Please advise of proposed contractors and the intended timescale to carry out such works. If you require additional time to make arrangements, please advise me accordingly.

email: enquiries@cncbuildingcontrol.gov.uk Website: www.cncbuildingcontrol.gov.uk

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Unfortunately, if action is not taken by you to completely remove the danger within the time scale given, then I will have no alternative but to seek an order from the Magistrates Court under Section 77 of The Building Act requiring the remedial work to be carried out and if this is not done, to arrange the necessary work ourselves and reclaim the costs involved.

I am sorry for the distress this incident has obviously caused you and hope the situation is rectified as soon as possible.

Yours sincerely



pp Joan Hocking
Service Manager
CNC Building Control

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CNC Building Control
The Horizon Centre
Broadland Business Park
Peachman Way
Norwich
Norfolk
NR7 0WF

Please ask for: Tyler Clayton
Our Ref: TCC/HER0053/001
Direct line: 01603 723786
Email: tdayton@fosters-solicitors.co.uk
Your ref:
Date: 16 June 2025

By email only: joanhocking@cncbuildingcontrol.gov.uk

Dear CNC Building Control,

Our client: Elizabeth Herring as attorney for Peter Ian Evans
Re: The cost of scaffolding at Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We act for Elizabeth Herring in her capacity as attorney for Peter Ian Evans ('our client').

We write further to your email to our client dated 20.05.25.

Background

The background to the matter is as follows:

- i. Mr. Evans was the sole registered proprietor of Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH ('the Property').
- ii. On 16.07.24, a South Norfolk Council representative attended the Property to inspect it.
- iii. On 17.07.24, South Norfolk Council posted Mr. Evans an emergency prohibition order, requiring him to immediately vacate the Property on the basis there was a risk of it collapsing and injuring him or someone else.
- iv. On 18.07.24, Mr. Evans relocated to a care home, notably Olive House, Olive Avenue, Newton Flotman, Norfolk, NR15 1PF, where he now permanently resides.
- v. On 19.07.24, our client met with a representative from South Norfolk Council at the Property. The representative explained South Norfolk Council would arrange for scaffolding to be erected.
- vi. On 26.07.24, you posted Mr. Evans a letter, asking him to confirm, within 21 days, his intention regarding remedial work to repair the Property, in lieu of which South

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Norfolk Council would seek a court order to complete such work and claim the cost from Mr. Evans.

- vii. In or about December 2024, there was a court hearing and our client believes that South Norfolk Council obtained a court order to complete the work. Our client has not retained a copy of the order so please provide one.
- viii. In or about April 2025, the Property was sold by Mr. Evans and the purchaser completed any outstanding remedial work at his own cost.
- ix. On 23.04.25, you took down the scaffolding.
- x. You have raised the following invoices for scaffolding totalling £54,411.72:
 - a) £19,217.22 dated 16.10.24;
 - b) £6,138 dated 19.11.24;
 - c) £6,138 dated 08.01.25;
 - d) £6,138 dated 18.02.25;
 - e) £6,138 dated 26.02.25;
 - f) £6,138 dated 28.03.25; and
 - g) £4,504.50 dated 14.05.25.
- xi. On 20.05.25, you emailed our client, seeking payment of allegedly outstanding invoices that you state total £29,859.72 within 30 days (so on or before 19.06.25).

Our client believes the claimed sum of £54,411.72 is excessive and unreasonable.

Next steps

We propose the parties jointly instruct a surveyor to determine the reasonable costs of the scaffolding with reference to the enclosed photographs, which clearly show the subject scaffolding. If you do not agree, our client will unilaterally instruct a surveyor and potentially seek the cost from you.

We look forward to receiving your response by 30.06.26.

Yours faithfully,



Fosters Solicitors LLP
Enc.

[DPS:O6:HER0053/001:B] Our client: Elizabeth Herring as attorney for Peter Ian Evans

Tyler Clayton <tclayton@fosters-solicitors.co.uk>

Wed 18/06/2025 9:32 AM

To: joanhocking@cncbuildingcontrol.gov.uk<joanhocking@cncbuildingcontrol.gov.uk>;

Dear CNC Building Control,

Our client: Elizabeth Herring as attorney for Peter Ian Evans

Re: The cost of scaffolding at Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We write further to our phone call this morning.

Our client agrees to extend the deadline to respond to our letter dated 16.06.25 to 17.07.25.

We look forward to receiving the invoices of your contractor.

Regards,

From: Tyler Clayton

Sent: Monday, June 16, 2025, 9:59:49 AM

To: joanhocking@cncbuildingcontrol.gov.uk;

Subject: [DPS:O6:HER0053/001:B] Our client: Elizabeth Herring as attorney for Peter Ian Evans

Dear CNC Building Control,

Our client: Elizabeth Herring as attorney for Peter Ian Evans

Re: The cost of scaffolding at Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

Please see the attached correspondence and enclosure for your attention.

Regards,

CNC Building Control
The Horizon Centre
Broadland Business Park
Peachman Way
Norwich
Norfolk
NR7 0WF

Please ask for: Tyler Clayton
Our Ref: TCC/HER0053/001
Direct line: 01603 723786
Email: tdclayton@fosters-solicitors.co.uk
Your ref:
Date: 02 September 2025

By post and by email: joanhocking@cncbuildingcontrol.gov.uk

Dear CNC Building Control,

Our client: Elizabeth Herring as attorney for Peter Ian Evans
Re: The cost of scaffolding at Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We continue to act for Elizabeth Herring in her capacity as attorney for Peter Ian Evans ('our client').

On 16.06.25, we emailed you a letter regarding this matter (copy enclosed), seeking a response by 30.06.25.

On 18.06.25, your Joan Hocking called our Tyler Clayton and sought an extension to respond to our letter to 17.07.25. On 18.06.25, we emailed you, confirming our client's agreement to that extension.

Despite the above, no substantive response to our letter dated 16.06.25 has been forthcoming.

This is your potential claim, and it is not our client's obligation to progress it for you. Nevertheless, our client is keen to bring this matter to a conclusion. Please therefore provide a substantive response to our letter dated 16.06.25 by 16:00 on 16.09.25.

We reserve the right to bring this correspondence to the attention of the court.

Yours faithfully,



Fosters Solicitors LLP
Enc.



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Our Ref: MW/050598.00459
Your Ref:
Date: 01 October 2025

FAO Tyler Clayton
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BY FIRST CLASS POST AND RECORDED DELIVERY
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Dear Fosters Solicitors

Our client: South Norfolk Council
Your Client: Elizabeth Herring as attorney for Peter Ian Evans
Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We act for South Norfolk Council (the "Council") in relation to the Property. We write further to your letter dated 18 June 2025 and 02 September 2025.

Whilst we note the contents of your letter, our client respectfully declines the offer to appoint a joint surveyor to determine the reasonable costs of the scaffolding. Such a measure is disproportionate in light of the legislation and timeline of events. The reasonable costs of undertaking the work to the Property were made very clear to Mr Evans at every key juncture and as such, as per section 78 of the Building Act 1984, Mr Evans is liable to pay our client's reasonable costs.

Furthermore, these costs are actual costs that have been incurred and therefore not up for determination.

Background

On 16 July 2024 the Council were alerted by a surveyor that the Property was in an immediately dangerous state and susceptible to collapse due to a water leak causing the clay lump gable wall to disintegrate.

On 17 July 2024, emergency contractors and a surveyor was sent to the Property out of hours to assess its condition. Mr Evans was present and was told that should the Council have to undertake any emergency works under section 78, that he would be responsible for the cost of doing so. Following inspection, the contractors advised that the wall should be removed. To do so, listed building consent would be necessary. However, scaffolding should be erected immediately to support the building. As such, on 27 July 2024, the Council's Dangerous Structure supplier erected the scaffolding. Please note, this scaffolding was not removed until 24 April 2025.

On 19 July 2024, a full structural survey was undertaken. Following the recommendations in the structural survey report, and after consultation with Mr Evans, emergency measures were taken using the Council's section 78 powers to make the Property safe from immediate danger. Again, Mr Evans



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was informed that if he was unable to find someone to undertake the works himself, he would be responsible for the Council's costs of doing the works along with the structural engineer's fees. These works included installing an external crash deck and internal propping to remove the danger of the Property collapsing onto the neighbour's access alley.

On 26 July 2024, the structural surveyors wrote to Mr Evans advising him that works under section 78 had been completed and requested that as per section 77, further works be undertaken to remove the danger permanently.

On 17 December 2024, Deputy District Judge Appleton granted permission under section 77(2) of the Building Act for the works in the appended schedule to be undertaken (a copy is enclosed for your reference). Mr Evans was given 28 days to complete the works. However, to date, these works remain incomplete. As such, our client reserves its rights under section 77(2) of the Building Act to enter the Property and undertake the works themselves, recovering their reasonable costs to be paid by Mr Evans. Mr Evans has not completed any of the works pursuant to the Order (enclosed), and the Council reserves its right to carry out these works and recharge these.

In any event, as per paragraph 2 of the Order, Mr Evans was required to pay the Council £750 on account of costs. This sum was due within 28 days but remains outstanding. At this juncture, our client is willing to waive its right to claim interest on the judgment debt should payment be made to the below bank account within 14 days of the date of this letter.

Throughout the process, Mr Evans was kept informed of the proposed works and associated costs. This includes the works under section 77 and section 78. Both the Council and Birketts have been in correspondence with Mr Evans. At this time, all communication was addressed to Mr Evans because, as we understand it, Ms Herring was not appointed at power of attorney until early 2025. After Ms Evans appointment, Birketts communicated directly with her regarding the order made under section 77 and outstanding works. Mr Evans, and later Ms Herring, have therefore been aware of the extent of the required works from the outset and kept up to date as matters progressed. The Council's request for the monies should therefore come at no shock to your client.

Costs

The cost to undertake the works commissioned under section 78 are as follows:

- Scaffolding costs: £41,271.00 (including VAT)
- Structural survey reports: £2,614.20 (including VAT)
- Total: £43,885.20 (including VAT). To date, Mr Evans paid £18,414 towards the outstanding invoices. This leaves an unpaid balance of £25, 471.20 inclusive of VAT.

The sum of £750 as per the Order dated 17 December 2024.

To this end, please ensure that payment for the outstanding sum of £26,221.20 is made to the Council using the following details:

Name: Barclays Bank
Account Number: 83490173
Sort Code: 20-26-42
Reference: 139538

Should your client fail to pay the outstanding sum, our client reserves the right to issue proceedings.

Yours faithfully

Birketts LLP

Birketts LLP

Direct Line:
Direct e-mail:

01473350967
molly.williamson@birketts.co.uk

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141-145 Princes Street
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By post and by email: molly-williamson@birketts.co.uk

Please ask for: Tyler Clayton
Our ref: TCC/HER0053/001
Direct line: 01603 723786
Email: tcclayton@fosters-solicitors.co.uk
Your ref: MW/050598.00459
Date: 14 October 2025

Dear Birketts LLP,

Our client: Elizabeth Herring as attorney for Peter Ian Evans
Your client: South Norfolk Council
Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We write further to your letter dated 01.10.25.

We do not intend to repeat the background of the matter.

Preliminary

Mr. Evans paid the £750 (pursuant to the order dated 17.12.24) to Birketts LLP directly by way of cheque, which was cashed on 19.01.25. Please confirm it does not form part of your client's potential claim.

Your letter states that the invoiced costs total £43,885.20, but our client has been provided with invoices totalling £54,411.7, comprising the following invoices:

- a) £19,217.22 dated 16.10.24;
- b) £6,138 dated 19.11.24;
- c) £6,138 dated 08.01.25;
- d) £6,138 dated 18.02.25;

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fosters-solicitors.co.uk



- e) £6,138 dated 26.02.25;
- f) £6,138 dated 28.03.25; and
- g) £4,504.50 dated 14.05.25.

We enclose a ledger (provided by your client) which confirms the invoiced sums total £54,411.72.

Please clarify the discrepancy.

Our client's position

Section 78 of the Building Act 1984 states as follows:

(1) If it appears to a local authority that—

(a) a building or structure, or part of a building or structure, is in such a state, or is used to carry such loads, as to be dangerous, and

(b) immediate action should be taken to remove the danger, they may take such steps as may be necessary for that purpose.

(2) Before exercising their powers under this section, the local authority shall, if it is reasonably practicable to do so, give notice of their intention to the owner and occupier of the building, or of the premises on which the structure is situated.

(3) Subject to this section, the local authority may recover from the owner the expenses reasonably incurred by them under this section [emphasis added].

Mr. Evans is only liable for the costs your client reasonably incurred as part of the repair work. In determining whether the costs have been reasonably incurred, the court must consider a variety of factors, including the following:

- i. Was the work necessary?
- ii. Were the costs incurred competitive?
- iii. Was there any element of waste, negligence, or excessive charging?

Our client does not dispute that the work was necessary. However, our client believes that scaffolding costs totalling at least £41,271 for scaffolding that was erected for about eight months (please confirm the date the scaffolding was erected and taken down) is wholly excessive, not competitive, and unreasonable in circumstances where reasonableness of costs is judged objectively.

Next steps

Our client does not agree that it is disproportionate from a costs' perspective for the parties to agree to jointly instruct a surveyor when your client has invoiced Mr. Evans at least £41,271 and is seeking payment of an allegedly outstanding £26,221.20. It is for that reason that our



client again suggests jointly instructing a surveyor to determine the reasonable costs of the scaffolding. If your client files a claim, the court will expect such expert evidence to be provided, and if your client refuses to agree to jointly obtain it then our client will bring that to the attention of the court (not least on the issue of costs).

Please confirm the methods used by your client to procure the services of CNC Building Control, including whether your client obtained alternative quotes (and if not, why not).

We look forward to receiving a response by 16:00 on 28.10.25.

Yours faithfully,



Fosters Solicitors LLP
Enc.

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Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

Molly Williamson <Molly-Williamson@birketts.co.uk>

Tue 28/10/2025 2:33 PM

To: Tyler Clayton<tclayton@fosters-solicitors.co.uk>;

Cc: Cheryl Chisholm<Cheryl-Chisholm@birketts.co.uk>;

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Dear Fosters Solicitors,

Our client: South Norfolk Council via CNC Building Control

Your client: Elizabeth Herring as attorney for Peter Ian Evans

Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

We note your letter dated 01 October 2025. We confirm we are awaiting instructions in relation to our draft letter of response which will be provided to you in due course.

Yours faithfully,

Birketts LLP

Molly Williamson (she/her)

Solicitor | Property Disputes | For and on behalf of Birketts LLP | birketts.co.uk

Direct: 01473 350967 Mobile: 07890 403483

Office address:

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Our Ref: MW/050598.00459
Your Ref:
Date: 29 October 2025



FAO Tyler Clayton
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BY EMAIL ONLY: tclayton@fosters-solicitors.co.uk

Dear Fosters Solicitors

Our client: South Norfolk Council via CNC Building Control
Your client: Elizabeth Herring as attorney for Peter Ian Evans
Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

We write following your letter dated 14 October 2025.

Please ensure all future correspondence is sent to us. We take each of your points in turn below.

1. Payment of the monies Ordered on 17 December 2024

We can confirm safe receipt of these funds.

2. Outstanding Monies Due

The discrepancy in fees follows a commercial decision made by our client to remove CNC's admin charge. As such, our client is proceeding on the basis that the total monies due amount to £42,855.20.

With this being so, Mr Evans has made three payments to date totalling £18,414. Therefore, the total outstanding sums is **£24,441.20.**

Please now organise payment of the outstanding funds without delay to the Council using the following details:

Name: Barclays Bank
Account Number: 83490173
Sort Code: 20-26-42
Reference: 139538

3. Scaffolding

109156620.v1 Let to Fosters Solicitors
050598.00459 28/10/2025

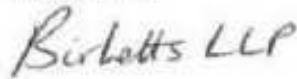
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A list of members may be inspected at any of our offices. The term 'Partner' is used to refer to a member of Birketts LLP.



As noted in your letter dated 14 October 2025, the works carried out at Mr Evans' property were entirely necessary, with the erection of scaffolding being an essential component. Fincham Contractors, were appointed by our client through a Council-approved procurement process in June 2024 and erected the scaffolding on 17 July 2025 and dismantled it on 24 April 2025. The procurement process involved assessing contractors' services, value for money and availability during working and non-working emergency hours. As such, any accusations that such works were unnecessary, uncompetitive or otherwise excessive are unfounded. Appointing a joint surveyor at this time is disproportionate and would only waste further costs and time for both parties. Instead, your client is requested to pay the outstanding sums owed without further delay.

Our client looks forward to receiving monies within 14 days of the date of this letter.

Yours faithfully,



Birketts LLP

Direct Line:
Direct e-mail:

01473350967
molly.williamson@birketts.co.uk

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By post and by email: molly-williamson@birketts.co.uk

Please ask for: Tyler Clayton

Our ref: TCC/HER0053/001

Direct line: 01603 723786

Email: tclayton@fosters-solicitors.co.uk

Your ref: MW/050598.00459

Date: 06 November 2025

Dear Birketts LLP,

Our client: Elizabeth Herring as attorney for Peter Ian Evans

Your client: South Norfolk Council

Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We write further to your letter dated 29.10.25.

Our client attended the Property on 17.07.24 and no scaffolding had been erected at that point. Please clarify the correct date the scaffolding was erected.

Your letter states that your client appointed Fincham Contractors, but we cannot find a company with that name. Can you please provide the company number or, if it is a 'trading as' name, can you please provide the sole trader's name?

Your letter states that the 'procurement process involved assessing contractors' services, value for money and availability during working and non-working emergency hours'. Please provide the alternative quotes provided by other scaffolders.

We do not agree that appointing a joint surveyor to provide a quote is disproportionate in circumstances where you are claiming an outstanding sum of £24,441.20 and a total sum of £42,855.20 from our client.

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Our client is in the process of obtaining quotes from surveyors. We will provide a substantive response to your letter once those quotes have been received.

If you file a claim before our client has the opportunity to obtain the quotes, we will obviously bring this letter to the attention of the court (not least on the issue of costs).

Yours faithfully,

Fosters Solicitors LLP

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Our Ref: CC/050598.00459
Your Ref:
Date: 12 November 2025



FAO Tyler Clayton
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BY EMAIL ONLY: tclayton@fosters-solicitors.co.uk

Dear Fosters Solicitors

Our client: South Norfolk Council via CNC Building Control
Your client: Elizabeth Herring as attorney for Peter Ian Evans
Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

In response to your most recent letter:-

1. The date provided in the previous letter was a typo. The scaffolding was erected on 27 July 2024.
2. The contractors instructed by CNC Building Control for and on behalf of South Norfolk Council for dealing with dangerous structures are D Fincham & Son Demolition Ltd (company number 09052896).
3. The works undertaken, including the erection of scaffolding, were carried out pursuant to section 78 of the Building Act 1984. This provision permits a local authority to take immediate action where a building or structure poses a danger to persons, and urgent intervention is required to mitigate risks to public safety.

Our client engaged its appointed contractor. This contractor was selected through a rigorous procurement process specifically designed for works involving dangerous structures, from June 2024 to June 2027. Our client is not obliged to initiate a separate procurement exercise for each individual job. Even though our client, as a local authority who has been through a procurement process to appoint this contractor, and not required to obtain quotes, the nature of these works, being emergency in character rendered it inappropriate and impractical to seek alternative quotations or "shop around" for contractors.

Accordingly, the appointment and execution of the works were both lawful and proportionate in the context of the statutory powers available. No further comment will be provided on this matter.

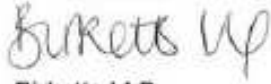
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4. We have previously set out our reasons for not appointing a joint contractor. If your client disputes the amounts claimed, it is incumbent upon them to provide substantiating evidence to support their position.

It remains that your client must make payment immediately to prevent any further enforcement action.

Yours faithfully,



Birketts LLP

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cheryl.chisholm@birketts.co.uk

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IP1 1QJ

By post and by email: molly-williamson@birketts.co.uk

Without prejudice save as to costs

Dear Birketts LLP,

Our client: Elizabeth Herring as attorney for Peter Ian Evans

Your client: South Norfolk Council

Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We write further to our open letter of even date.

For the reasons stated in previous correspondence, our client is confident that she will be successful in defending your client's claim and in bringing their counterclaim. Nonetheless, our client is mindful of the obligations on parties to try to resolve their disputes (and of the potential cost benefits to the parties of doing so) pursuant to the Civil Procedure Rules.

Our client therefore makes the below 'drop hands' offer.

Settlement terms

Our client offers the following terms of settlement:

1. The parties bear their own legal costs.

Please ask for: Tyler Clayton

Our ref: TCC/HER0053/001

Direct line: 01603 723786

Email: tcclayton@fosters-solicitors.co.uk

Your ref: MW/050598.00459

Date: 13 January 2026

2. This offer in full and final settlement of your client's potential claim regarding scaffolding erected at the Property as specified in your letter dated 01.10.25 and our client's potential counterclaim as stated in our open letter of even date.

This offer is open for acceptance until 16:00 on 27.01.26, after which point it is withdrawn.

This is a generous offer. If your client does not accept it and files a claim, our client intends to bring the content to the attention of the court and seek that it pays our client's costs on an indemnity basis.

We look forward to receiving your response by 16:00 on 27.01.26.

Yours faithfully,

Fosters Solicitors LLP

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141-145 Princes Street
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IP1 1QJ

By post and by email: molly-williamson@birketts.co.uk

Please ask for: Tyler Clayton

Our ref: TCC/HER0053/001

Direct line: 01603 723786

Email: tclayton@fosters-solicitors.co.uk

Your ref: MW/050598.00459

Date: 13 January 2026

Dear Birketts LLP,

Our client: Elizabeth Herring as attorney for Peter Ian Evans

Your client: South Norfolk Council

Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We write further to your letter dated 12.11.25.

We do not disagree the work was necessary pursuant to section of the Building Act 1984 ('BA 1984') (and we make that clear in our letter dated 14.10.25) however, your client's costs must have been 'reasonably incurred' (pursuant to section 78(3) of the BA 1984).

We have obtained three quotes (copies enclosed) for the scaffolding to be erected from 27.07.24 to 24.04.25 from the following scaffolding companies:

- a) Tubes Scaffolding Limited (company number 02944181);
- b) SSP Scaffolding Ltd (company number 15963676); and
- c) SJR Scaffolding Limited (company number 13520634).

The quotes are for the following sums:

- a) £4,549 (including VAT) (assuming a weekly inspection was required for 38 weeks) from Tubes Scaffolding Limited;

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- b) £1,920 (including VAT) from SSP Scaffolding Ltd; and
- c) £6,487.20 (including VAT) from SJR Scaffolding Limited.

The mean average of the three quotes is £4,318.70. It is therefore obvious that your client's claimed sum of £42,855.20 is unreasonable in circumstances where it is £38,536.50 higher than the mean average of the provided quotes.

You state that you will provide 'no further comment' in respect of the lawfulness and proportionately of your client's claim. That is an untenable position and one that we will bring to the attention of the court.

If your client files a claim for the allegedly outstanding £24,441.20, our client will file a counterclaim for £20,122.50 (the difference between your client's claimed sum and the mean average of the quotes) plus its fixed recoverable costs.

In the circumstances, please confirm that your client will not pursue the matter further by 16:00 on 27.01.26.

Yours faithfully,

Fosters Solicitors LLP

Fosters Solicitors LLP

Enc.



[DPS:O6:HER0053/001:C] RE: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

Tyler Clayton <tclayton@fosters-solicitors.co.uk>

Thu 29/01/2026 8:03 AM

To: Cheryl Chisholm<Cheryl-Chisholm@birketts.co.uk>;

1 attachment (272 KB)
Quotes.pdf;

Dear Cheryl - I have noticed my previous email omitted the quotes, so please find them attached.

Can you please provide an update as to when we can expect a response to our letter dated 13.01.26?

Regards,

From: Tyler Clayton

Sent: Tuesday, January 13, 2026, 10:30:31 AM

To: Cheryl Chisholm;

Subject: [DPS:O6:HER0053/001:B] RE: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

Dear Cheryl - please see attached.

Kind regards,

From: Cheryl Chisholm

Sent: Wednesday, November 12, 2025, 12:37:45 PM

To: tclayton@fosters-solicitors.co.uk;

Subject: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

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Dear Tyler,

Molly is on secondment. Please direct all future correspondence to me.

Please see attached.

Kind regards,

Cheryl Chisholm (she/her)

Senior Associate | For and on behalf of Birketts LLP | birketts.co.uk

Direct: +44(0)1473 406314 | Extn: 1314 | Mob: +44(0)7866 127577

Office address:

Providence House, 141-145 Princes Street, Ipswich, IP1 1QJ | +44 (0)1473 232300

20/05/2026, 10:51

System: [DPS:06:HER0053/001:C] RE: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

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Our Ref: CC/LB/050598.00459
Your Ref:
Date: 5 February 2026



FAO: Tyler Clayton
Fosters Solicitors LLP
William House
19 Bank Plain
Norwich
NR2 4FS

Birketts LLP
Providence House
141-145 Princes Street
Ipswich
Suffolk IP1 1QJ
T +44 1473 232300
F +44 1473 230524
birketts.co.uk

By email only to: tclayton@fosters-solicitors.co.uk

Dear Fosters Solicitors LLP

Our client: South Norfolk Council
Your client: Elizabeth Herring as attorney for Peter Ian Evans
Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

As you will be aware, we act for South Norfolk Council (the "Council") in relation to the Property. We write further to your letter dated 13 January 2026.

We note the contents of your letter, but our client continues to assert that the costs for the erection of the scaffolding have been reasonably incurred pursuant to s78(3) of the Building Act 1984. As stated within our previous correspondence dated 01 October 2025, these reasonable costs of undertaking the work to the Property were made clear to Mr Evans throughout the process.

Accordingly, as under s78 of the Building Act 1984, our client reaffirms that Mr Evans is liable to pay out client's reasonable costs.

Despite already having explained this to you on numerous occasions, you appear to not be taking on board how a local authority appoints its contractors. Our client is a local authority; it is subject to strict statutory procurement requirements when appointing contractors to undertake works of this nature. These works were carried out pursuant to the Council's statutory powers under section 78 of the Building Act 1984, which require the authority to act urgently where a building is dangerous or poses an immediate risk to public safety.

In this case, the Council instructed its already approved contractor, who had already been properly vetted and appointed through a compliant procurement process for this category of works under both the Public Contracts Regulations 2015 and the Council's own Contract Standing Orders. The fact that a full tender was not undertaken for this specific instruction does not invalidate the appointment nor provide a basis for disputing the reasonable costs incurred in carrying out necessary emergency works to protect the public.

Your client has provided several quotations but has not provided any information on what instructions were given to these contractors for the basis of obtaining quotations. Even a basic search indicates that the costs for works of this nature are significantly higher than those detailed within your letter dated 13 January 2026. Your client will note that scaffolding was required both externally and internally,

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alongside many contractors providing a service where the erection of scaffolding includes an initial hire period, followed by a weekly charge thereafter. The quotes provided also do not cover the full time-period the scaffolding was erected. It is therefore the Council's position that it is highly improbable that the quotes you have provided reflect the true costs of the works, the basis on which they have been obtained is erroneous and the purported costs you have put forward is misleading and can therefore be disregarded.

Accordingly, we have obtained the quote under the Council's procurement framework for the works to the Property, from Fincham & Sons Demolition Ltd (an approved contractor, who has been appointed via the council's strict procurement process of matters such as these). These quotes have been broken down below for your reference.

Please note that all following sums are **exclusive** of VAT unless specified otherwise:

Scaffolding costs (including 4 weeks' hire):	£1,250.00
Hire charge per week thereafter the initial 4-week period:	£1,250.00 per week
Scaffold inspection carried out every 7 weeks thereafter the initial 4-week period:	£150.00 per inspection
Supervision costs:	£195.00 per hour
Demolition:	£16,000.00
Internal works and scaffolding (including 4-weeks' hire):	£6,950
Internal scaffolding hire charge thereafter the 4-week period:	£625.00 per week
Weekly inspections:	£150.00 per week

It is therefore entirely rejected that the sums incurred by our client are in any way unreasonable in the circumstances. Your client's continued attempt to dispute these properly recoverable emergency works costs serves only to increase the overall liability they are exposing themselves to. Any further challenge to the reasonableness of the charges is unlikely to assist them and will instead generate additional costs which, in our view, will not be recoverable by your client and will be sought from them by ours.

We also note your reference to a potential counterclaim. There is no lawful or factual basis upon which any such claim could be advanced. Considering the clear statutory framework and the emergency nature of the works, we trust you have advised your client of the significant costs risks they face in pursuing a counterclaim or maintaining a position that is plainly unsustainable. The continuation of this exercise serves only to prolong matters and to create further unnecessary and unreasonable costs for all involved.

The Council reserves its rights entirely to issue proceedings in relation to this matter.

Yours faithfully

Buckets Up

Birketts LLP

Direct Line:
Direct e-mail:

01473 406314
cheryl.chisholm@birketts.co.uk

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Birketts LLP
Providence House
141-145 Princes Street
Ipswich
Suffolk
IP1 1QJ

By post and by email: molly-williamson@birketts.co.uk

Please ask for: Tyler Clayton

Our ref: TCC/HER0053/001

Direct line: 01603 723786

Email: tdayton@fosters-solicitors.co.uk

Your ref: MW/050598.00459

Date: 18 February 2026

Dear Birketts LLP,

Our client: Elizabeth Herring as attorney for Peter Ian Evans

Your client: South Norfolk Council

Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We write further to your letter dated 05.02.26.

There is obviously a dispute between the parties as to whether the costs that your client has incurred were *reasonable* pursuant to pursuant to section 78(3) of the Building Act 1984. We have provided your client with three quotes with a mean average of £4,318.70 (which your client disputes) in circumstances where your client is claiming £42,855.20. Your client has not provided any alternative quotes and, to date, refuses to jointly instruct an expert.

It seems to us that the obvious way to sensibly progress the matter is to instruct a single joint expert. The court will expect the parties to do so, and there is no tenable argument that the cost of a single joint expert will be disproportionate to the claimed sum of £42,855.20.

If your client does not agree to instruct a single joint expert and subsequently files a claim, we will bring this letter to the attention of the court on the issue of costs.

Your letter states that we 'appear to not be taking on board how a local authority appoints its contractors' and that your client is 'subject to strict statutory procurement requirements

Fosters Solicitors, William House, 19 Bank Plain, Norwich NR2 4FS Telephone 01603 620608

fosters-solicitors.co.uk



when appointing contractors to undertake works of this nature'. However, rather unhelpfully, you have failed to specify the 'strict statutory procurement requirements' that your client is bound by, so please do so.

In any event, your client being a local authority has no relevance to the legal position, notably that the costs that your client is seeking must be reasonable. Our client's position is that they are not. That issue can easily be dealt with by the parties instructing a single joint expert.

We look forward to receiving your confirmation that your client agrees to appoint a single joint expert by 16:00 on 04.03.26.

Yours faithfully,



Fosters Solicitors LLP

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20/05/2026, 10:51

System- FW: [DPS:O6:HER0053/001:C] Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

FW: [DPS:O6:HER0053/001:C] Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

Cheryl Chisholm <Cheryl-Chisholm@birketts.co.uk>

Thu 26/02/2026 1:41 PM

To: Tyler Clayton <tclayton@fosters-solicitors.co.uk>

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Dear Tyler,

Thank you for your email.

You have again failed to provide any proper basis for the figures you have put forward. No breakdown has been supplied, several of the quotes do not cover the required period, and a number appear to be plainly defective. Even a simple online search indicates that scaffolding costs for a quarter of the relevant period exceed the sums you have proposed.

As you are aware, local authorities are bound by the Procurement Act 2023 and must comply with strict procurement requirements. We have already set this out in correspondence on numerous occasions, and it remains your responsibility to properly advise your client on this.

In any event, the works in this matter were carried out pursuant to section 78 of the Building Act 1984. Our client was entitled to take emergency action and did so by instructing one of its approved contractors, appointed in accordance with the applicable procurement rules.

If your client considers it necessary to appoint an expert, our client's position remains that your client would be responsible for the associated costs.

Our client is now considering its position in relation to taking further action. We trust you have advised your client on the significant cost's risks associated with litigation.

Kind regards,

Cheryl Chisholm (she/her)

Senior Associate | For and on behalf of Birketts LLP | [birketts.co.uk](mailto:cheryl.chisholm@birketts.co.uk)

Direct: +44(0)1473 406314 | Extn: 1314 | Mob: +44(0)7866 127577

From: Tyler Clayton <tclayton@fosters-solicitors.co.uk>

Sent: 18 February 2026 08:00

To: Cheryl Chisholm <Cheryl.Chisholm@birketts.co.uk>

Cc: Lili Barker <Lili-Barker@birketts.co.uk>

Subject: [DPS:06:HER0053/001:C] RE: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

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Cherly - please see the attached.

Regards,

Tyler Clayton

Solicitor | Litigation & Dispute Resolution Department
Norwich

Tel: 01603 725780
Fax: 01603 624392



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London: 14 Broad Street, London, EC1A 3DF, UK. Tel: 01603 624000. Fax: 01603 624392. Email: enquiries@fosters-solicitors.co.uk



From: Cheryl Chisholm
Sent: Thursday, February 5, 2026, 12:37:55 PM
To: Tyler Clayton;
Cc: Lili Barker;
Subject: RE: [DPS:06:HER0053/001:C] Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

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Tyler,

Please see attached.

Kind regards,
Cheryl Chisholm (she/her)
Senior Associate | For and on behalf of Birketts LLP | birketts.co.uk
Direct: +44(0)1473 406314 | Extn: 1314 | Mob: +44(0)7866 127577

From: Cheryl Chisholm
Sent: 29 January 2026 13:05
To: 'Tyler Clayton' <tclayton@fosters-solicitors.co.uk>
Subject: RE: [DPS:06:HER0053/001:C] Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

Dear Tyler,

Thank you for your email. The letter is with my client for approval and a response will be with you soon.

Kind regards,
Cheryl Chisholm (she/her)
Senior Associate | For and on behalf of Birketts LLP | birketts.co.uk
Direct: +44(0)1473 406314 | Extn: 1314 | Mob: +44(0)7866 127577

From: Tyler Clayton <tclayton@fosters-solicitors.co.uk>
Sent: 29 January 2026 08:04
To: Cheryl Chisholm <Cheryl-Chisholm@birketts.co.uk>
Subject: [DPS:06:HER0053/001:C] RE: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

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Dear Cheryl - I have noticed my previous email omitted the quotes, so please find them attached.

Can you please provide an update as to when we can expect a response to our letter dated 13.01.26?

Regards,

Tyler Clayton
Solicitor | Litigation & Dispute Resolution Department
Nonatch
Tel: 01603 723760
Fax: 01603 824000



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Levenshulst, 14 Edward Road, Levenshulst, PO13 3PS, UK. Tel: 01302 572007, Fax: 01302 570814. Email: leveshulst@news.bbc.co.uk



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PARTNER

From: Tyler Clayton

Sent: Tuesday, January 13, 2026, 10:30:31 AM

To: Cheryl Chisholm;

Subject: [DPS-06-HER0053/001-B] RE: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

Dear Cheryl - please see attached.

Kind regards,

From: Cheryl Chisholm

Sent: Wednesday, November 12, 2025, 12:37:45 PM

To: telayton@fosters-solicitors.co.uk

Subject: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk NR15 2AH

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Dear Tyler,

Molly is on secondment. Please direct all future correspondence to me

Please see attached.

Kind regards,

Cheryl Chisholm (she/her)

Senior Associate | For and on behalf of Birketts LLP | birketts.co.uk

Direct: +44(0)1473 406314 | Extn: 1314 | Mob: +44(0)7866 127577

Office address:

Providence House, 141-145 Princes Street, Ipswich, IP1 1QJ | +44 (0)1473 232300

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Providence House
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Ipswich
Suffolk
IP1 1QJ

Please ask for: Tyler Clayton
Our Ref: TCC/HER0053/001
Direct line: 01603 723786
Email: tdayton@fosters-solicitors.co.uk
Your ref:
Date: 16 March 2026

By post and by email: molly-williamson@birketts.co.uk

Dear Birketts LLP,

Our client: Elizabeth Herring as attorney for Peter Ian Evans
Your client: South Norfolk Council
Property: Delgany, 3 Hillside Cottages, The Street, Long Stratton, Norfolk, NR15 2AH

We write further to your email dated 26.03.26.

Our client will instruct an expert to undertake a report pursuant to Part 35 of the Civil Procedure Rules ('CPR'), which we will provide in due course.

Yours faithfully,



Fosters Solicitors LLP



Fosters Solicitors LLP, William House, 19 Bank Plain, Norwich, NR2 4FS Telephone 01603 620508
www.fosters-solicitors.co.uk



APPENDIX I

Market Rate Evidence and Sources (2024–2025)

Summary of published cost data relied upon at Sections 12 and 13.

I.1 Published domestic scaffolding cost data

Source (date)	Key data
PriceYourJob, "Scaffolding Hire Cost" (30 January 2024)	Chimney scaffold £500 incl. 1 week; semi-detached, three sides £900 incl. 6–8 weeks; beamed bridging scaffold £450; 6–8 weeks' hire customarily included in erect/dismantle price.
Scaffold Crew, "How is Scaffolding Charged" (22 July 2024)	Continuation/extension charges £100–£200 per week generally; £75–£125 per week for single scaffolds; semi-detached erect £800–£1,500 incl. 6–8 weeks; terraced ~£900.
Scaffold Crew, "Crash Deck Scaffolding" (undated)	Basic crash deck configurations of the order of £10–£20 per m ² per week.
MyBuilder price guide (June 2026)	Single-elevation two-storey scaffold £600–£1,000 incl. 4–6 weeks; extensions typically 5–10% of original quote per week; London premium +15–25%.
MyJobQuote cost guide (June 2026)	6–8 weeks included standard; extensions ~10–15% of base price per week.
BestBuilders weekly-hire guide (2026)	Extension rates by configuration £40–£260 per week — top figure is a full wrap of a detached house; two-elevation install £1,200–£2,000.
HowMuchShouldItCost, the region (ONS-adjusted)	Norfolk scaffolding costs approximately 20% below national average; single elevation average £715 vs UK £900.
Acrow prop hire (HireIn / AcrowProp, published rates)	£4.00–£4.40 per prop per week net, with 10–20% long-hire discounts at 4/10 weeks.
HSE, Work at Height Regulations 2005, reg. 12	Scaffold inspection at intervals not exceeding 7 days; duty rests with the user/hirer; a competent non-scaffolder (e.g. trained site manager) may inspect a basic scaffold.
ScaffMag / Construction Products Association (2024)	Construction materials cost inflation projected +5.9% for 2024 (context: 2026-dated guide figures, if anything, overstate 2024 prices).

I.2 Application

The two strongest sources are in-period (January and July 2024). Applying the published ranges to the installation actually provided (Section 10), with a Norfolk regional adjustment and a generous emergency uplift on the installation element, produces the ranges adopted at Section 13. Full URLs and access dates are retained on file and can be produced on request.

— End of Report —