
Major Repairs to your Church Building

We hope that the good practice set out in these notes may lead to more effective communication between the PCC, its architect (or surveyor) and the contractor, together with those responsible for faculty jurisdiction.

1. **Appointment of Architect**

When a PCC needs to engage the services of an architect, a formal appointment should be made, normally under the terms and conditions of appointment adopted by the Royal Institute of British Architects. The RIBA produces a guide to these terms and conditions, and PCCs may find it helpful to obtain a copy from RIBA Bookshops, 15 Bonhill Street, London EC2P 2EA - www.ribabookshops.com

2. **Health & Safety**

Under the Construction (Design and Management) Regulations 2007, a 'CDM co-ordinator' has to be appointed to advise you on projects that last more than 30 days or involve 500 person days of construction work. The CDM co-ordinator's role is to advise you on health and safety issues during the design and planning phases of the work. The DAC publish a separate Advice Leaflet on this subject (Leaflet 34).

3. **Fees & Payments**

Before the design work starts for a scheme of repairs, the PCC should ascertain the method by which the architect will charge for his services. For larger works, it will be on a percentage basis, but on some smaller works, where the input of time is necessarily high for a relatively small job, the works may well have to be charged on a time basis and this time rate should be agreed at the outset.

The PCC and architect should also agree how stage-payments are to be made. PCCs should bear in mind that fees are in addition to the contractor's estimate and that fees and VAT together will often add around one-third to the cost of the work.

4. **Specification**

At the outset, the PCC should agree to the architect's preparing a detailed specification. This will need to be submitted to the DAC as part of the faculty procedure and the committee may cause alterations to be made to the specification. If English Heritage has an interest, that body also may require changes to be made. If additional costs will be incurred as a result of these alterations, the architect should alert the PCC to the situation prior to the signing of any contract.

Where the nature of the work makes it likely that further problems will be discovered (e.g. opening up the roof), it may be advisable for the architect to prepare a pre-contract specification for 'enabling work', that is, investigative work which would be carried out before the finalising of the main specification. The Registrar's advice should be sought on what authorisation would be required.

5. **Tenders**

The church architect, who could be the PCC's sole adviser, should make sure that once tenders have been received, the chosen tenderer costs out the works item by item by reference to the architect's schedule, to enable the architect to check that the prices are fair and reasonable. The architect should then advise the PCC that the

works ought to be carried out under a proper, recognised form of contract. Both parties should understand the contract terms and check the document carefully before signing it.

6. VAT

The architect should advise the PCC in general terms about whether parts of the work might be zero-rated or exempt from VAT liability. It is the contractor's responsibility to negotiate VAT exemptions with HM Customs and Excise, but contractors are not equally skilled at this; the PCC might therefore wish to take the matter further, either through its architect or through a specialist VAT consultant. The PCC should, of course, expect to incur fee costs in obtaining this further advice. If your church is a listed building, please refer also to the DAC Advice Leaflet on the Listed Places of Worship Grant Scheme.

7. Funding

It is likely that the PCC will have had to seek funding from a number of sources and put much effort into raising the money necessary to carry out a particular scheme of repairs. For this reason, it is always most important that both architect and contractor are aware of the need to remain within spending limits, or seek further authority of the PCC. We would recommend that, before work begins on any contract, the PCC should set out in writing the spending limit for the contract, and make clear to the architect and contractor that further authority must be sought for any expenditure beyond this limit.

8. Management

We would encourage PCCs to appoint a 'link person' other than the incumbent, to be responsible for liaison between the architect and the PCC (generally, the incumbent will wish to be involved in the works in any case). The architect would correspond with the link person and the arrangement would therefore need to be made clear at the start of the architect's involvement in a project. The link person would be required to report to every meeting of the PCC and additionally, if meetings are infrequent, regularly to the PCC chairman. The PCC would need to make clear to the link person and the architect the extent of the link person's responsibility and authority to make decisions. In the absence of such a link person, the architect should write both to the incumbent and to the PCC secretary.

9. Contingency

It is always advisable for the specification and contract sums to include a contingency sum for unforeseen works. This sum is often used at the sole discretion of the architect, to prevent delays and the extra costs that could arise if work had to be stopped. However, the architect should always, without delay, notify the PCC's representative and the Registrar, giving details of the extra works and costs that have necessitated the use of some of the contingency sums.

10. Phasing

PCCs and architects should be aware, whenever major repair projects are being undertaken, that it may be necessary to stop at the end of a particular phase in order to assess further priorities, raise more funds etc. Parishes being grant-aided by English Heritage may be encouraged to continue with further phases of work, but should not proceed unless certain of being able to pay their proportion of the costs. Clear priorities and the urgency for each phase to be undertaken should be defined at the start and re-assessed as work proceeds.

11. Additional Work

When undertaking repair works to the structure of a church building, it is not uncommon that, during the contract, more work is discovered to be necessary than was originally included in the architect's specification and budgeted for. In such circumstances, disagreement can easily arise over extra costs and the responsibility for their authorisation. If the situation arises where more works than expected are found to be necessary, we would recommend that, at the point at which it becomes clear the cost of the work will be higher than originally expected, the architect should:

- obtain an estimate from the contractor of the likely additional cost;
- in writing, inform the PCC, as client, of the variation to the scope of the work and the cost;
- set out the options so that the PCC can take an informed decision;
- ensure that both the incumbent and the PCC secretary receive a copy of his letter;
- send a copy of his letter, with a request for further advice, to the secretary of the Diocesan Advisory Committee, who will then seek the Registrar's advice as to faculty procedure. The architect should supply details in the form of an additional specification, drawings etc. of variations to the scope of the work;
- ask English Heritage to comment if that body is involved and has not already advised on the need for the additional work.

In some cases, additional work may be found to be urgently required for the safety of the structure, or to prevent further damage or deterioration. In these circumstances, the architect should obtain at least the verbal consent of the incumbent as chairman of the PCC, as well as leave from the Registrar, before giving on-site authority to proceed; the matter should subsequently be confirmed in writing.

In all other cases, the architect should inform the PCC in writing and obtain the PCC's written consent to proceed with additional work and expenditure. The architect will naturally be anxious to press for decisions to be taken quickly, since any delay could result in the contractor's work schedule being held up and further additional payment being requested by the contractor. While unnecessary delays should be avoided, it is nevertheless important to ensure that the correct procedure is followed.

As far as the faculty procedure is concerned, PCCs and architects should bear in mind that the Registrar should always be informed, if necessary by telephone, when additional work is found to be needed; in cases of real urgency, he will be able to obtain a direction from the Chancellor quickly.

Additional information and advice is available from the DAC team:

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