

NYMNP

14/10/2021

9 High Street
Rawcliffe
Goole
DN14 8QQ

13th October 2021

Your Ref: NYM/2021/0800/NEW

Dear Mrs Strangeway

Fisherman's Cottage

Please find enclosed further information and documents as requested to assist in the determination of our application to replace the windows at our cottage. We have supplied plans that we hope are in accordance with your guidelines. We have also supplied pictures of the property from the front. We hope this is acceptable and helpful as we have already supplied close up pictures along with our application.

If you require any further information please let us know so we can proceed with the much needed work.

Yours faithfully

Caroline Clarke Green



NYMNPA

14/10/2021

Design Access Statement

Fisherman's Cottage

Replacement of Windows

We bought Fisherman's Cottage late 2017. The windows had been freshly painted for the sale. After having trouble opening and closing some of them it became obvious over the course of our ownership that the windows were really in a poor state of repair.

We employed a local joiner/handyman to see what he could do as some of the hinges were coming out of the wooden casements. He found the wood to be too rotten to repair. We have subsequently wired the windows shut for safety reasons as we fear that there is a real potential for the part of the windows that open to fall away, posing a major public safety risk.

We have a joiners' report on the windows from Norton Joinery specialise in this area and they have confirmed that replacement is now the only option. We have a quote from them for doing the work from them and we have stressed the importance of "like for like" replica windows in accordance with Listed Building Consent regulations. They have assured us that this is something they will do for us and that they often do the same for other clients.

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Applications for Minor Works

For applications for small-scale works of a minor nature a lesser amount of information may be required within a Heritage Statement to understand the impact of the proposed works on the significance of a heritage asset. Examples where a reduced amount of information is required could include the erection of a satellite dish on a Listed Building or within a Conservation Area; the replacement of windows or doors on a non-Listed Building within a Conservation Area; or the replacement of a modern fireplace with a more traditional design in a Listed Building.

In these cases applicants may prefer to submit a Heritage Statement in a table format that incorporates the following headings:

What is significant about the heritage asset?	What works are proposed?	What impact do the works have on the part of the heritage asset affected?	How has the impact of the proposals been minimised?
<p>FISHERMANS COTTAGE IS SITUATED IN THE DOCK AREA OF ROBINHOODS BAY. IT IS A FOUR STOREY HOUSE WITH THE GABLE END TO THE STREET. IT IS GRADE II LISTED. LISTING NO. NR. NZ95 301 048 78 - HISTORIC ENGLAND WEBSITE IT WAS A PUBLIC HOUSE "FISHERMANS ARMS". ON THE LISTING INFORMATION IT IS DESCRIBED AS "MUCH ALTERED" AND INCLUDED ON THE LISTING'S FOR ITS "GROUP VALUE" WHEN WE FIRST BOUGHT THE PROPERTY WE WERE TOLD IT UNDERWENT MAJOR RENOVATIONS IN THE 1950S WHEN IT WAS PURCHASED BY A RETIRED SEA CAPTAIN. (CERTAINLY THE LARGE SECOND FLOOR LIVING ROOM WINDOW SEEMS TO HAVE BEEN INSERTED AROUND THAT TIME. THE DOOR AND ENTRANCE WAY ARE DESCRIBED ON THE LISTING AS C20TH. WE FEEL THAT IT IS A BEAUTIFUL PROPERTY AND AS SUCH CONTRIBUTES TO THE OVERALL LOOK AND FEEL OF THE VILLAGE.</p>	<p>THE WOODEN WINDOW FRAMES HAVE ROTTED AND BECOME UNSAFE. WE HAVE PROVIDED A JOINERS REPORT WHICH CONFIRMS THAT THEY ARE BEYOND REPAIR AND NEED TO BE REPLACED. SO WE PROPOSE TO REPLACE THE EXISTING WINDOWS WITH "LIKE FOR LIKE" REPLACEMENTS</p>	<p>WE HOPE THAT THE WORKS WILL IMPROVE THE PROPERTY FOR MANY YEARS TO COME, WITHOUT ANY VISIBLE DIFFERENCE BY INSTALLING WINDOWS WHICH ARE EXACTLY THE SAME AS THOSE WE ARE TAKING OUT.</p>	<p>WE SHOULD HAVE NO VISUAL DIFFERENCE IN THE PROPERTY ONCE THE WORK IS COMPLETED.</p>

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Please note that it is the applicant's responsibility to submit sufficient information with their application to understand the impact of the proposals on the significance of any heritage assets affected. If you are in any doubt about the extent of information that is required and to avoid delays in validating your application please contact the relevant Officers to discuss this prior to submission.

continued overleaf....



NYMNPA
07/10/2021

Norton Joinery Limited
Derwent Road
York Road Industrial Park
Malton
North Yorkshire
YO17 6NW

Mrs C Clarke-Green

28 September 2021

Dear Mrs Clarke-Green

Re: Fisherman's Cottage, Robin Hoods Bay

We have undertaken a survey on the five flush casement section windows to the front elevation at the above property in Robin Hoods Bay.

The windows are showing signs of severe decay, with most of the decay going from the outside to the inside of the window frames.

The hinges on all of the opening sashes have rusted away so the opening sashes are unusable because there is a risk of them falling off and severely injuring a passing pedestrian.

Many of the opening sashes are painted up rendering them unusable.

The property is situated in the dock area in the lower village and new windows, which will be manufactured to be a copy of the existing windows and which will now incorporate weatherseals, will significantly help reduce heat loss and also reduce noise in the property.

In our expert opinion the windows are beyond repair and need replacing with new.

Yours sincerely

Philip Hodgson
Contracts Manager



Norton Joinery Limited
 Derwent Road
 York Road Industrial Park
 Malton
 North Yorkshire
 YO17 6NW

Mrs C Clarke-Green

ESTIMATE

Re: Fishermans Cottage, Robin Hoods Bay

Thank you for your valued enquiry. We have pleasure in submitting the following estimated costs for the manufacture and installation of five flush casement section windows.

The windows will have the opening sashes hung on 75mm 316 marine grade stainless steel butt hinges and fitted with weatherseals and black monkey tail stays and fasteners.

The windows will be factory glazed with 4mm clear single glass externally putty pointed.

The windows will be constructed in sapele (hardwood).

All factory applied with an Anker Stuy Hydrolux semi-gloss top coat spray paint finish (colour to be confirmed).

Notes.

- Due to market conditions and stock availability, all estimates will be subject to final confirmation at time of order.
- Top coat paint finish is based on the same colour inside and out. A split finish will incur an extra cost.
- Putty will require painting on site by others once cured.
- The scaffolding required for the installation of the windows will be arranged by you.

	£
Five flush casement section windows.	8487.50
Removal of existing windows, fitting of new and making good inside and out.	3600.00
Removal of all rubbish/debris from site.	40.00
	<u>12127.50</u>
VAT at 20%	<u>2425.50</u>
Total Amount	<u>14553.00</u>

Payment Terms: A deposit of **£4300.00** is payable upon acceptance and return of the signed copy of the estimate. The balance is payable within **30** days from date of invoice.

Acceptance of Estimate - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorised to do the work as specified. I agree to your Terms & Conditions overleaf. Payment will be made as specified in our Terms & Conditions. I agree that late payment will incur interest at 8% above Virgin Money Base Rate. In the case of Limited Liability Companies the customer signature must be that of a director who by signing undertakes to personally guarantee all outstanding amounts to Norton Joinery Limited in connection with this Estimate/Order.

By: PHILIP HODGSON Date: 27 SEPTEMBER 2021 Customer Signature: _____ Date: _____
This contract may be withdrawn if not accepted within 30 days
 (See exceptions on material costs under Terms & Conditions on reverse) Print Name: _____ Position: _____



TERMS & CONDITIONS

General

The following terms and conditions are the terms on which Norton Joinery Limited sells products and/or provides a joinery service and supersedes all other terms and conditions relating to the subject matter of these Conditions, apart from further or altered conditions specified in individual estimates

Price

- All prices are subject to VAT (unless otherwise stated) VAT will be charged at the current rate at the time of invoicing
- The price excludes delivery (unless otherwise stated)
- The price for the Goods shall be the price as stated in the estimate provided by Norton Joinery Limited, or such other price as parties may agree in writing or verbally

Estimates

- Any estimate provided by Norton Joinery Limited shall generally be valid for acceptance by the Customer for a period of 30 days from the date of the estimate. However due to the current situation triggered by COVID it is becoming more difficult to obtain materials within our sector; our suppliers are changing prices on material items weekly. Our estimate is based on today's prices. We will hold our labour cost for 30 days but material costs can only be held for 7 days and after this time a final estimate may be needed to obtain more accurate prices
- Unless otherwise agreed in writing, no estimate shall be subject to any discount
- Any estimate provided by Norton Joinery Limited is based on our evaluation and does not include material price increases or additional labour and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started
- Acceptance of an estimate provided by Norton Joinery Limited must be made in writing by the Customer in the form of an official purchase order or by signing the acceptance at the bottom of Norton Joinery Limited's estimate and returning the signed copy of the estimate in person to our offices, via post or electronically via email to mail@nortonjoinery.co.uk. Verbal acceptances of estimates provided by Norton Joinery Limited will not be accepted
- In the case of Limited Liability Companies the Customer signature must be that of a director who by signing undertakes to personally guarantee all outstanding amounts to Norton Joinery Limited in connection with the estimate/order
- By agreeing to this estimate you are also consenting to your personal data being shared with third parties for the purpose of fulfilling the requirements of the Competent Person Scheme for self-certification under the Building Regulations. Personal data includes title, name, address, telephone number and email address. This data will be used to provide essential documentation and will be retained on files for the lifetime of the guarantee which does not exceed 10 years
- The Customer hereby allows Norton Joinery Limited to display any photographs covered by this estimate to generally promote the business in advertising and their website.

Payment

- Non account holders are required to pay a quoted deposit prior to manufacture with the balance payable at the agreed terms
- Accounts will be due for payment in the month following the date of invoice. All accounts not settled within the agreed time will automatically be on stop until payment is received in full
- Until Norton Joinery Limited has received the purchase price in cash the title to the goods remains with Norton Joinery Limited. If payment in full in cash is not made, for whatever reason, Norton Joinery Limited reserves the right to enter the land and buildings containing the goods and remove them, whether fixed or unfixed and further to sell the same if so desired to cover any damage suffered by reason of non payment
- Norton Joinery Limited understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms
- BACS payments to Norton Joinery Limited, Sort Code 05-05-70, Account Number 35404179
- Debit & Credit Card payments accepted (American Express not accepted)

Cancellation

- Any cancellation of an order must be within the 7 days of the acceptance of Norton Joinery Limited's estimate
- You must cancel in writing and deliver it personally to our offices, send it via post or electronically via email to mail@nortonjoinery.co.uk
- On receipt of written cancellation if a deposit has been paid a full refund will be given
- If written cancellation is not received within the 7 days of the estimate being signed and accepted the right to your deposit is forfeited

Complaints

- Any complaint by the Customer about our services or any goods purchased from Norton Joinery Limited must be notified to us in writing within 15 days from the date of the invoice. You will be contacted as soon as possible and all complaints will be dealt with in a fair and confidential manner

Delivery

- Whilst every reasonable effort shall be made to keep to a delivery date, time of delivery shall not be of the essence and Norton Joinery Limited shall not be liable for any losses, costs, damages or expenses incurred by the Customer or any other person or company arising directly or indirectly out of any failure to meet estimated delivery dates
- Damage in transit: upon contacting Norton Joinery Limited within 24 hours of delivery, the Customer shall be entitled to replacement Goods if Norton Joinery Limited is reasonably satisfied that the Goods have been damaged during transportation arranged by Norton Joinery Limited
- Delivery is a one man delivery only so please be aware that extra on site assistance may be required. A request for a two man delivery can be made but this will incur an extra charge

Guarantees

Subject to the regular maintenance as outlined in Norton Joinery Limited's "Site Instructions, After Care & Guarantee" data sheet, any joinery items manufactured or supplied by Norton Joinery Limited are guaranteed from the date of supply (invoice date) against defects in material and workmanship as follows. This guarantee is personal to the original purchaser and is not transferable

- Standard Double Glazed Units are guaranteed for 5 years against visual obscuration caused by condensation within the cavity unit. This only applies to units which have been installed in accordance with the Glass & Glazing Federation Recommendations (copy available upon request). Factory glazed items - the first year, new units and labour, the following four years, units supplied only. Glass supplied only - units supplied only
- We provide no guarantee on heritage Slimline double glazed units against visual obscuration caused by condensation within the cavity unit
- Softwood and engineered softwood products are guaranteed for 10 years against inherent defects in material and workmanship
- Hardwood and engineered hardwood products are guaranteed for 15 years against inherent defects in material and workmanship
- Ironmongery is guaranteed for 3 years. The first year new parts and labour, the following years, parts supplied only. Surface finishes to ironmongery are not covered
- Joinery items pressure impregnated with Protim P-Vac 11 preservative are guaranteed for 30 years against insect attack and fungal decay; as long as the correct maintenance has been carried out in line with our "Site Instruction, After Care & Guarantee" guide (copy available upon request)
- Accoya is guaranteed for 50 years (above ground) and 25 years (below ground) against insect attack and fungal decay
- Factory hand paint finish is guaranteed for up to 3 years against flaking and cracking (more than 5% of the surface area) subject to paint manufacturer's conditions and locations. Exudation of resin and extractive staining around knots are not covered in this guarantee
- Factory hand stain finish on oak is guaranteed for up to 2 years against flaking and cracking (more than 5% of the surface area)
- Factory spray paint finish is guaranteed for up to 5 years against flaking and cracking of the coating system as a result of manufacturing fault (more than 5% of the surface area). Exudation of resin and extractive staining around knots are not covered in this guarantee

Please note the following:

- Any breakages of glass after installation are excluded from the guarantee, unless proven to have been broken at the time of our installation
- Toughened safety glass has a kite mark which is required by law
- Any defects caused to any products manufactured and installed by Norton Joinery Limited, by the materials used and workmanship of any third party is excluded from the guarantee
- The correct treatment of all joinery items is critical and failure to carry this out will lead to the guarantee being invalidated
- There is always colour differentials within the wood and whilst every effort is made to ensure the colour/grain matches with other timber, tolerances will have to be allowed for unless a "book matched" product has been asked for, which is normally extra to a standard estimate
- Timber is a natural product and is subject to swelling and shrinkage which can occur due to changes in climatic and atmospheric conditions such as humidity and temperature. This is not a defect but a normal characteristic of timber. All products are checked before dispatch and any adjustments made on site, easing and maintenance thereafter are not covered by the guarantee. It is the responsibility of the site installer or Customer to undertake and pay for such work
- Due to the traditional way a Yorkshire light window is manufactured in extreme weather conditions we cannot guarantee 100% they will not leak
- Norton Joinery Limited cannot guarantee 100% that knots or resin exudation will not show through any fully decorated product when timber being used is softwood
- Any external joinery items which are supplied or supplied and fitted by Norton Joinery Limited to the Customer in a primer or base stain nature would require fully decorating within 21 days of delivery/installation. Primer and base stains do not give long term protection against the ingress of moisture. Failure to fulfil this would nullify any guarantees
- All painted external glazing beads and applied conservation glazing bars are manufactured in Accoya. You must use high quality stainless steel fixings
- To avoid corrosion of metal which is in direct or indirect contact with Accoya it is strongly recommended that you use a high quality stainless steel, corrosion resistant aluminium or naval brass
- Doors: subject to the Customer complying with the above terms on decoration this guarantee does not apply to doors which swell/shrink due to intake of excessive moisture or any other neglect or misuse on the part of the Customer after sale. Warp in the plane of the door will only be considered a defect if it exceeds 6mm when measured as deviation from a straight edge on the suspected concave surface of the door in its installed position
- We are unable to supply Approved Building Regulation Part Q Certification for windows and doors supplied for new build properties
- Norton Joinery Limited shall be under no liability in respect of any defects arising from subsidence, heave, ground movement, storm damage, willful damage, misuse, Acts of Terrorism, Acts of God, unauthorised repairs and/or alterations or bad workmanship

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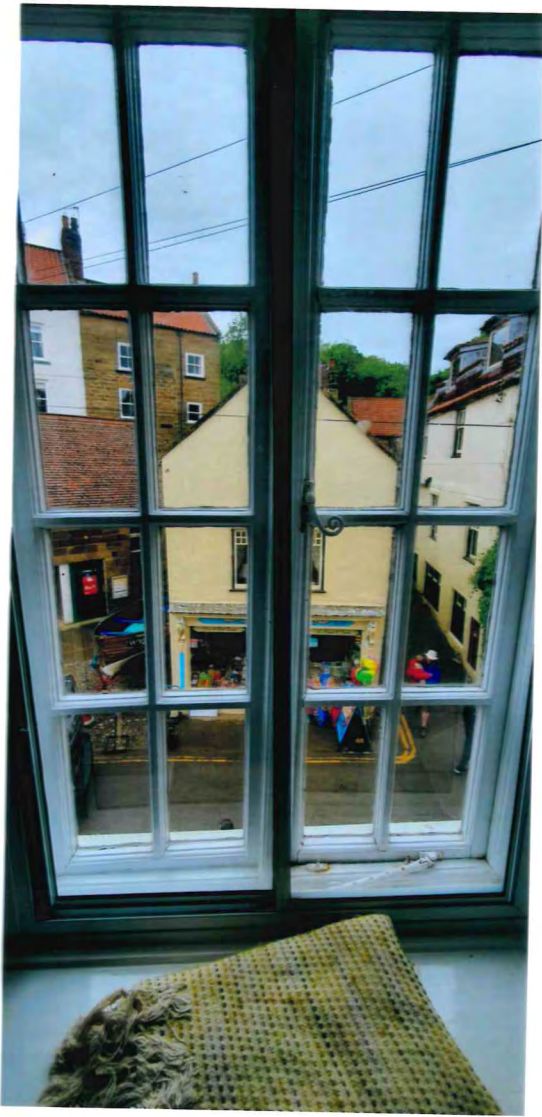
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