

Conditions Proposed by Historic Scotland

PROGRAMME

HS1 The Applicants shall provide Scottish Ministers with a Master Programme of Works ("the Programme"). The Programme shall comply with the following requirements:

- (a) The Programme shall detail: (i) the works to be undertaken, in terms of the scheduled monument consent; (ii) the phases in which those works are to be undertaken; (iii) when such phases (and the works comprised within those phases) are to be undertaken.
- (b) The Programme shall be of such level of specification as shall be approved by Scottish Ministers, which approval shall not be unreasonably withheld or delayed;
- (c) Following approval by Scottish Ministers of the format and content of the Programme, the Applicants shall serve the approved written Programme, upon Scottish Ministers, by postal service on Historic Scotland, no less than four weeks before the works, for which consent has been granted, commence.

HS2 The Applicants shall provide Scottish Ministers, by postal service upon Historic Scotland, with notice of the commencement of each of the phases, as agreed and as referred to in HS1(a), at least four weeks before the commencement of each of the said phases.

In the event of any changes to the Programme, written notification shall be given to Scottish Ministers by postal service upon Historic Scotland according to the following periods of notice:

- (a) in respect of any changes to the approved order or timing of the phases (as referred to in HS1(a)) four weeks notice;
- (b) in respect of any changes to the order or timing of works within an agreed phase (as referred to in HS1(a)) seven days notice.

Reason: To enable the approval by Scottish Ministers, as advised by Historic Scotland, of the phasing of the works and allow monitoring of progress of the phases and adherence to the approved Programme.

HS3 Works under the said Consent shall not commence until the Applicant has submitted to Scottish Ministers, as advised by Historic Scotland, for their approval, details of the following:

- (a) all architectural drawings and any other drawings specifying the nature of the works to be undertaken under the Consent;
- (b) all written specifications for works under the Consent;
- (c) the method statements for carrying out the said works.

Such approval shall not be unreasonably withheld.

The said details shall be submitted to Scottish Ministers by postal service upon Historic Scotland.

Reason: To ensure that the materials, techniques and detailed designs adopted cause the minimum impact to the character and historic fabric of Castle Tioram.

HS4 Works under the said Consent shall not commence until Scottish Ministers, as advised by Historic Scotland, have approved the content of all drawings, written specifications and method statements, as referred to in HS3. The said approval shall not be withheld unreasonably.

Reason: To ensure that the design proposals for Castle Tioram are sympathetic and appropriate to the character and historic fabric of Castle Tioram.

HS5 The Scottish Ministers or any person duly authorised in writing by Scottish Ministers has a right, at any reasonable time, to enter upon Eilean Tioram and Castle Tioram ("the site") for the purpose of ensuring compliance with the consent. Without prejudice to the generality of the foregoing rights of access, there shall be a programme of regular site visits by staff of Historic Scotland and their appointees. This programme shall be agreed between the Applicants or his appointees and Historic Scotland, and shall allow for visits no less than once every three months.

Reason: To enable a representative of Scottish Ministers to inspect the Works in progress, discuss and agree design details and verify adherence to the approved Programme.

ARCHAEOLOGY

HS6 No works shall start within the scheduled area until a written programme of archaeological work has been agreed to the reasonable satisfaction of Scottish Ministers, as advised by Historic Scotland. The said written programme shall address both buried archaeology and the archaeology and recording of the Castle structure. It shall follow the methodology detailed in "Historic Scotland Archaeological Procedure Paper 2: Project Design, Implementation and Archiving" ("Paper 2"): namely, the programme shall provide for the preparation and production of (i) "Project design for fieldwork", (ii) "Data Structure Report", (iii) "Costed assessment" and (iv) "Project design for post-excavation work and publication" - all as specified in Paper 2. Final reporting shall incorporate the findings of all previous work at Castle and Eilean Tioram commissioned on behalf of Anta Estates

Reason: To ensure that the archaeological programme is carried out to the highest standards and does not exceed what is necessary to achieve the research and mitigation objectives of the proposals.

HS7 Prior to the commencement of any operations on site the Applicants or his agent will agree in writing with Historic Scotland an appropriate means of protecting archaeological deposits on-site including the provision of protected access paths/routes, materials storage areas, site facilities and protection from contamination.

Reason: To ensure that the archaeological resource is appropriately protected throughout the duration of the works.

HS8 The Applicant shall enter into an agreement with Scottish Ministers, under the terms of section 17 of the Ancient Monuments and Archaeological Areas Act 1979, which agreement shall provide for the completion of works and security of funding therefor in the event that the Applicant proceeds to execute the proposed works. The said agreement shall:

- a) identify the phases in which the Applicant proposes to undertake works to the Monument (as said phases are agreed upon by Scottish Ministers and detailed in the Master Programme of Works, all in terms of paragraph 9.1(a) (*supra*)).
- b) provide that the Applicant shall secure a Guarantee or Bond from a United Kingdom bank or insurance company, approved by Scottish Ministers, whereby (should the Applicant commence work on one of the phases identified in the said Programme, or as any such of phases shall have been varied with the consent of Scottish Ministers, and then fail to complete that phase, begun but not completed) the said bank or insurance company will pay to Scottish Ministers the costs of completing the said phase (up to a maximum - which maximum shall be the sum sufficient to cover the costs of the works necessary to complete the said phase as such sum shall be certified by the Applicant's architect and approved by Scottish Ministers).
- c) provide that Historic Scotland acting on behalf of Scottish Ministers shall, in the event of default by the Applicant, or any successor to heritable title in the Monument, in completing any phase of the works, have the right to enter onto the site and complete any such phase to its satisfaction, of which it shall be the sole judge.
- d) provide that such agreement shall be recorded in the Register of Sasines, or in the Land Register, as is appropriate, and that the obligations under such agreement shall be binding on the heritable successors in title to the Monument all in terms of s.17(5) and (6).

Reason: Historic Scotland wish to ensure that any works completed (sic) by the Applicant are completed and that funding is available so to do.

Conditions Proposed by Anta Estates Limited (These suggested consolidated conditions were submitted on behalf of the applicant (following an exchange with Historic Scotland) under cover of a letter from Dundas & Wilson WS to SEIRU dated 11 December 2001.

AC1 Scheduled Monument Consent is granted on the basis of drawings and supporting information accompanying the application and docketed as relevant herewith, except as they may be expressly approved by Scottish Ministers directly or through Historic Scotland or amended by the terms of these conditions. Unless otherwise expressly agreed, the works shall be undertaken fully in accordance with the docketed drawings and supporting information, with no partial works. The use of the building shall be as a dwellinghouse with visitor/clan display space, and the remainder of the site comprising Eilean Tioram, shall be retained as an unspoiled setting, free of development save only that approved by this consent.

Reason: To ensure an overriding commitment to the development as set out in the application and which was the basis of the Public Local Inquiry.

AC2 Work shall not commence until the Applicants has submitted to Scottish Ministers, as advised by Historic Scotland, for their consideration and approval, architectural drawings and any other documents specifying the nature of the works to be undertaken under the Consent and prepared in advance of calculating the Bills of Quantity and the preparation of tender documentation.

AC2.1 The said drawings shall be submitted to Scottish Ministers by postal service upon Historic Scotland.

AC2.2 Approval shall not be unreasonably withheld, and shall be notified to the Applicants within four weeks of Historic Scotland receiving the drawings.

Reason: To ensure that the design proposals for Castle Tioram are sympathetic and appropriate to the character and historic fabric of Castle Tioram.

AC3.1 The Applicants shall provide Scottish Ministers with a Master Programme of Works ("the Programme"). The Programme shall comply with the following requirements:

(a) The Programme shall detail: (i) the works to be undertaken, in terms of the scheduled monument consent; (ii) the phases in which those works are to be undertaken; (iii) when such phases (and the works comprised within those phases) are to be undertaken.

(b) The Programme shall be of such level of specification as shall be approved by Scottish Ministers, which approval shall not be unreasonably withheld or delayed;

(c) Following approval by Scottish Ministers of the format and content of the Programme, the Applicants shall serve the approved written Programme, upon Scottish Ministers, by postal service on Historic Scotland, no less than four weeks before the works, for which consent has been granted, commence.

AC3.2 The Applicants shall provide Scottish Ministers, by postal service upon Historic Scotland, with notice of the commencement of each of the phases, as agreed and as referred to in 3.1(a), at least four weeks before the commencement of each of the said phases. In the event of any changes to the Programme, written notification shall be given to Scottish Ministers by postal service upon Historic Scotland according to the following periods of notice:

- (a) in respect of any changes to the approved order or timing of the phases (as referred to in AC3.1(a)) four weeks notice;
- (b) in respect of any changes to the order or timing of works within an agreed phase (as referred to in AC3.1(a)) seven days notice.

Reason: To enable the approval of the phasing of the works and allow monitoring of progress of the phases and adherence to the approved Programme.

AC4 The Scottish Ministers, or any person duly authorised in writing by Scottish Ministers, has a right at any time to enter Eilean and Castle Tioram ("the Site") for the purpose of ensuring compliance with the consent. Without prejudice to the generality of the foregoing rights of access, there shall be a programme of regular site visits by staff of Historic Scotland and their appointees. This programme shall be agreed between the applicants or his appointees and Historic Scotland, and shall allow for visits no less than once every three months.

Reason: To enable a representative of Scottish Ministers to inspect the Works in progress, discuss and agree design details and verify adherence to the approved Programme.

Archaeology

AC5 No works shall start within the scheduled area until a written programme of archaeological work has been agreed to the reasonable satisfaction of Scottish Ministers, as advised by Historic Scotland. The said written programme shall address both buried archaeology and the archaeology and recording of the castle structure. It shall follow the methodology detailed in "Historic Scotland Archaeological Procedure Paper 2: Project Design, Implementation and Archiving" ("Paper 2"): namely, the programme shall provide for the preparation and production of (i) "Project design for fieldwork", (ii) "Data Structure Report", (iii) "Costed assessment" and (iv) "Project Design for post-excavation work and publication" – all as specified in Paper 2.

Reason: To ensure that the archaeological research project is run to the highest standards and does not exceed what is necessary to achieve the research and mitigation objectives of the proposals.

AC6 Prior to the commencement of any operations on site the Applicants or his agent will agree in writing with Historic Scotland an appropriate means of protecting archaeological deposits on-site including the provision of protected access paths/routes, materials storage areas, site facilities and protection from contamination.

Reason: To ensure that the archaeological resource is appropriately protected throughout the duration of the works

Materials

AC7.1 All stonework shall be pointed in lime mortar(s) in a colour, aggregate, and texture selected to match existing samples. Cement pointing shall be carefully removed prior to pointing. Prior to any pointing/re-pointing, the Applicants shall submit an analysis of existing samples together with a specification of the proposed mix(es) and carry out an in situ sample area not less than 1.0 x 1.0m for the inspection and written approval of Historic Scotland, such approval not to be unreasonably withheld or delayed.

AC7.2 Areas of the building to be harled will be rendered in a traditional lime-based mix, the extent and mix of which will be determined from existing samples. Prior to any harling, the Applicants shall submit an analysis of the proposed mix(es) and carry out an in situ sample area not less than 1.0 x 1.0m for the inspection and written approval of Historic Scotland, such approval not to be unreasonably withheld or delayed.

AC7.3 All new areas of stonework shall be constructed using natural stonemasonry to match the existing in colour, tooling, shape, size, and weathering characteristics. It shall be coursed to match the original or, in the case of dressed stonework including skews, door, and window surrounds be dressed and laid in the same manner as the originals. A sample panel to measure not less than 1.0 x 1.0m rubblework or 2 courses of ashlarwork/dressings shall be prepared for the inspection and written approval of Historic Scotland, such approval not to be unreasonably withheld or delayed.

AC7.4 Colour sizes, and fixing of slates will be to match original slates recovered from site, samples to be provided for the written approval of Historic Scotland prior to the commencement of slaterworks, such approval not to be unreasonably withheld or delayed. Slates must be Scottish (new or second-hand) unless an alternative original source is identified.

AC7.5 All grouting including mix(es) and method(s) of application must be agreed on-site with Historic Scotland prior to implementation. Pressure grouting, whether high or low, will not be permitted unless expressly agreed.

AC7.6 All loose stone, copes, slates, setts, slabs, dressings, and other masonry features surviving from original buildings and structures on the site and any material displaced throughout the implementation of this approval shall be recorded in-situ, carefully identified and set aside for re-incorporation during subsequent rebuilding or for use as models for the detailing of new features. Any items of architectural or interpretative interest not re-used or displayed on site shall be offered to the collection of a relevant museum or archive as agreed in writing with Historic Scotland.

AC7.7 All original features which require to be temporarily removed from their original locations to allow repair and consolidation to take place shall be carefully identified and appropriately stored in a manner to be agreed with Historic Scotland.

AC7.8 The roofs, parapets, skewes, and wallheads will be kept free of all flues (other than reconstructed chimneys), outlets (other than existing), aerials, antenna, satellite or telecommunications dishes, and vents unless agreed with Historic Scotland. Lightning Conductors will be permitted where required to safeguard the historic fabric in accordance with the relevant British Standard(s), the position and types to be agreed prior to the commencement of works.

Detailed Design

AC8 Exact details of the following will be agreed in writing with Historic Scotland, such approval not to be unreasonably withheld or delayed prior to the commencement of work on each item:

- (a) Exact details and specifications of the proposed windows, the type (shutter and fixed light, casement, or sash and case) to match originals to be determined from evidence at surviving window openings following scaffolding and close inspection.
- (b) Exact details and specifications of all external and internal doors to an appropriate 17th century design (saving for any concealed fire safety measures to allow public access to appropriate areas of the building). Hinging, fixing, and swing positions to be determined following scaffolding and close inspection.
- (c) Exact details of new fireplaces including stone type, dressing, profile, and mouldings, all to be based upon surviving examples within the existing building save for an appropriate and discreet means of identifying the items as new work.
- (d) Exact details of new skewes and skewputts including stone type, dressing, and profile, all to be determined following scaffolding and close inspection.
- (e) Exact details for new stone spiral stairs to blocks 1 and 6, including stone type, dressings newel size and mouldings, and rise and going all to match original details, together with proposed fixing details.
- (f) Detailed designs for the garret/cap house of block 1 including the position of openings, any dormers, the treatment of skewes, wallwalks, and parapet walls all of which will be based upon the original form and layout following scaffolding and close inspection.
- (g) Detailed designs for the access stairway connecting the courtyard and block 1 first floor external entrance, including handrail details and proposals for the retention of the existing historic masonry in-situ.
- (h) Detailed design of the wallheads to block 3, including any dormer heads, to be based upon the original form and layout following scaffolding and close inspection.
- (i) Detailed design of the flat or shallow pitched roof block 4, currently believed to have been a viewing platform including position, pitch, surface finish, and means of drainage to be based on the original form and layout following scaffolding and close inspection.
- (j) Any roof ventilation goods.
- (k) Details of all handrails, guard rails, and balusters.
- (l) Treatment of modern repairs to the margins of openings, including any replacement or retention, and harl treatment.
- (m) Detail design of all new chimney heads and copes including quoins, stone type, profile, dressings and harl treatment all to be based upon surviving examples

within the existing building save for an appropriate and discrete means of identifying the item as new work.

(n) Detailed design of the services and drainage installation including all pipe runs, raggles, chases, cores and means of fixing whether above or below ground.

(o) Detailed design of the parapet wallwalk waterproofing, including type and means of any damp proof membrane, means of ensuring water flows freely to drains/spouts, surface slabbing type and mortar/jointing specification.

(p) Detailed design of any holding down straps or fixings for roofs, including materials, positions and measures to ensure that surviving original historic fabric will not be damaged.

AC9 Unless otherwise expressly agreed, all new fixings will be taken into mortar beds or existing raggles, checks, risbands, and cuts and no drilling, piercing, or damage to existing stonework will be permitted.

AC10 Prior to the commencement of, and during, dountaking or consolidation works, the Applicants will implement a programme of photographic and measured recording of previously inaccessible areas of the fabric, a full copy of which will be lodged with the Royal Commission on the Ancient and Historic Monuments of Scotland/National Monument Record for Scotland upon completion of the project.

Conditions Recommended by the Reporter

In recommending the following conditions, the Reporter has anticipated that a “grant of consent” would docket all documents and drawings which comprise the application for SMC.

Conditions

1. The Applicant shall provide Scottish Ministers with a Master Programme of Works (“the Programme”). The Programme shall comply with the following requirements:

(a) The Programme shall detail: (i) the works to be undertaken, in terms of the scheduled monument consent; (ii) the phases in which those works are to be undertaken; (iii) when such phases (and the works comprised within those phases) are to be undertaken.

(b) The Programme shall be of such level of specification as shall be approved by Scottish Ministers, which approval shall not be unreasonably withheld or delayed;

(c) Following approval by Scottish Ministers of the format and content of the Programme, the Applicant shall serve the approved written Programme, upon Scottish Ministers, by postal service on Historic Scotland, no less than four weeks before the works, for which consent has been granted, commence.

2. The Applicant shall provide Scottish Ministers, by postal service upon Historic Scotland, with notice of the commencement of each of the phases, as agreed and as referred to in 1(a), at least four weeks before the commencement of each of the said phases.

In the event of any changes to the Programme, written notification shall be given to Scottish Ministers by postal service upon Historic Scotland according to the following periods of notice:

(a) in respect of any changes to the approved order or timing of the phases (as referred to in 1(a)) four weeks notice;

(b) in respect of any changes to the order or timing of works within an agreed phase (as referred to in 1(a)) seven days notice.

Reason: To enable the approval by Scottish Ministers, as advised by Historic Scotland, of the phasing of the works and allow monitoring of progress of the phases and adherence to the approved Programme.

3. Works in respect of any phase as agreed and referred to in 1(a) of the said Consent shall not commence until the Applicant has submitted for the approval of Scottish Ministers, as advised by Historic Scotland, details of the following in respect of that phase:

(a) all architectural drawings and any other drawings specifying the nature of the works to be undertaken under the Consent;

(b) all written specifications for works under the Consent;

(c) the method statements for carrying out the said works.

Such approval shall not be unreasonably withheld or delayed. The said details shall be submitted to Scottish Ministers by postal service upon Historic Scotland.

Reason: To ensure that the materials, techniques and detailed designs adopted cause the minimum impact to the character and historic fabric of Castle Tioram.

4. Works under the said Consent shall not commence until Scottish Ministers, as advised by Historic Scotland, have approved the content of all drawings, written specifications and method statements, as referred to in 3. The said approval shall not be unreasonably withheld or delayed.

Reason: To ensure that the design proposals for Castle Tioram are sympathetic and appropriate to the character and historic fabric of Castle Tioram.

5. The Scottish Ministers or any person duly authorised in writing by Scottish Ministers has a right, at any reasonable time, to enter upon Eilean Tirim and Castle Tioram ("the site") for the purpose of ensuring compliance with the consent. Without prejudice to the generality of the foregoing rights of access, there shall be a programme of regular site visits by staff of Historic Scotland and its appointees. This programme shall be agreed between the Applicant or its appointees and Historic Scotland, and shall allow for visits no less than once every three months.

Reason: To enable a representative of Scottish Ministers to inspect the Works in progress, discuss and agree design details and verify adherence to the approved Programme.

6. No works shall start within the scheduled area until a written programme of archaeological work has been agreed to the reasonable satisfaction of Scottish Ministers, as advised by Historic Scotland. Agreement shall not be unreasonably withheld or delayed. The said written programme shall address both buried archaeology and the archaeology and recording of the Castle structure. It shall follow the methodology detailed in "Historic Scotland Archaeological Procedure Paper 2: Project Design, Implementation and Archiving" ("Paper 2"): namely, the programme shall provide for the preparation and production of (i) "Project design for fieldwork", (ii) "Data Structure Report", (iii) "Costed assessment", (iv) "Project Design for post-excavation work and publication" and (v) "RCAHMS Guidelines for Archiving of Archaeological Projects" - all as specified in Paper 2. Final reporting shall incorporate the findings of all previous work at Castle and Eilean Tirim commissioned on behalf of Anta Estates

Reason: To ensure that the archaeological programme is carried out to the highest standards and does not exceed what is necessary to achieve the research and mitigation objectives of the proposals.

7. Prior to the commencement of any operations on site the Applicants or his agent will agree in writing with Historic Scotland an appropriate means of protecting archaeological deposits on-site including the provision of protected access paths/routes, materials storage areas, site facilities and protection from contamination. Agreement shall not be unreasonably withheld or delayed.

Reason: To ensure that the archaeological resource is appropriately protected throughout the duration of the works.