

Historic England Enhanced Advisory Services Order Form

		For Office Use only (check completed)
Name of the applicant *(owner of the heritage asset)		
Name of the customer* if different from above		
Invoice address of the customer* (only one address to be provided)		
Email address of the customer*		
Accounts email address for invoices (if different from above)		
Telephone number of the customer*		
VAT number of customer* (if applicable)		
Customer* purchase order (PO) number (if applicable)		
Site Name		
Case reference (for Historic England reference only)	Concase GIS or UDS reference number	
Site address		
Advisory services applied for	<p>DELETE AS APPROPRIATE</p> <ul style="list-style-type: none"> • Fast-track Listing • Listing Enhancement • Extended Pre-application Advice • Screening for Potential Listing • Service Level Agreement 	

	<ul style="list-style-type: none"> Nationally Significant Infrastructure Project 	
Estimate of Charges	<p>Estimate of Charges for the Enhanced Advisory Services requested above. To be populated by Historic England before submission to the Customer for their approval. To include an initial Administration fee (£450 excluding VAT)</p>	

(*person/persons/organisation paying the invoice)

Please read the Enhanced Advisory Services Terms and Conditions and the Pricing Schedule carefully before submitting this Order Form. If you have any questions, please contact Historic England before proceeding.

By submitting this order form, you accept that the Enhanced Advisory Services you have requested will be provided by Historic England in accordance with the Enhanced Advisory Services Terms and Conditions and you agree to be bound by these terms.

**Historic England Enhanced Advisory Services
Terms and Conditions**

DATE

1 Parties/Party

- 1.1 The Historic Buildings and Monuments Commission for England whose principal place of business is at Historic England, 4th Floor, Cannon Bridge House, 25 Dowgate Hill, London, EC4R 2YA (**Historic England**).
- 1.2 The party identified in the Historic England Enhanced Advisory Services Order Form as requesting the Enhanced Advisory Service (**the Customer**).

2 Recitals

- 2.1 Historic England is an executive Non-Departmental Public Body (sponsored by the Department for Digital, Culture, Media and Sport) with statutory obligations including the provision of advisory services to individuals and organisations free of charge.
- 2.2 In addition to the statutory services Historic England provides enhanced versions of the statutory services to individuals and organisations on a paid for basis. Full details regarding the areas on which advice can be sought and the distinction between the free and chargeable service is available at www.HistoricEngland.org.uk/EAS.
- 2.3 By submitting the Order Form the Customer acknowledges that the performance of the Services by Historic England shall be subject to these terms and conditions.

3 Definitions and Interpretation

- 3.1 In these Enhanced Advisory Services Terms and Conditions, the following definitions apply:

Agreement	The Enhanced Advisory Services Terms and Conditions, The Enhanced Advisory Services Specification and the Enhanced Advisory Services Order Form;
Bribery Laws	Means the Bribery Act 2010 and all other applicable UK legislation, regulations and codes in relation to bribery or corruption;
Business Day	Monday to Friday, excluding public holidays in England and Wales;
Case Officer	The Historic England Case Officer responsible for providing the Services;
Charges	The estimate of Charges as identified in Order Form;
Data Protection Law	Means any data protection legislation from time to time in force in the UK including without limitation the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018); the Data Protection Act 2018 (DPA 2018); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Information Commissioner's Office and which are applicable to a party;

Default	Means any breach of the obligations of either Party (including but not limited to fundamental or persistent breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such Party is liable to the other;
Enhanced Advisory Services	The services described in the Enhanced Advisory Services Specification at Schedule 1;
Enhanced Advisory Services Specification	Schedule 1 of these Enhanced Advisory Services Terms and Conditions;
Pricing Schedule	The Enhanced Advisory Services Pricing Schedule describing the Charges payable by the Customer for the Enhanced Advisory Services;
Order Form	The Enhanced Advisory Services Order Form completed by the Customer to request any of the Enhanced Advisory Services.
Services	The advisory services selected by the Customer in the Enhanced Advisory Services Order Form;
Site	The site identified on the Enhanced Advisory Services Order Form; and
Terms	These Enhanced Advisory Services Terms and Conditions.

- 3.2 Headings shall not affect the interpretation of this Agreement.
- 3.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
- 3.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 3.5 Words in the singular shall include the plural and vice versa.
- 3.6 A reference to one gender shall include a reference to other genders.
- 3.7 A reference to any Party shall include that party's personal representatives, successors or permitted assigns.
- 3.8 A reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 3.9 A reference to writing or written includes e-mail.
- 3.10 References to clauses are to the clauses of these Terms.
- 3.11 Any phrase introduced by the terms **including, in particular**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

4 The Agreement

- 4.1 The Customer must carefully read these Terms and the Enhanced Advisory Services Specification and must check that the details on the Order Form are completed accurately before submitting the Order Form. The Customer is responsible for ensuring that the Services meet its requirements.

- 4.2 When the Customer submits the Order Form and receives confirmation in writing from Historic England that it has accepted the order the Agreement will come into force and be binding upon both Historic England and the Customer. Historic England shall in its sole discretion determine whether an order is accepted.
- 4.3 The Agreement constitutes the entire agreement between Historic England and the Customer and supersedes any previous agreement or understanding between Historic England and the Customer relating to the Services.
- 4.4 The Customer acknowledges that it has not relied upon any document, promise, representation, assurance or warranty made or given by Historic England which is not set out or referred to in the Agreement.
- 4.5 In the event of a conflict between the terms of the documents that constitute the Agreement, the order of priority awarded to the document shall be as follow:
- 4.5.1 the Terms
 - 4.5.2 the Enhanced Advisory Services Specification
 - 4.5.3 the Order Form
 - 4.5.4 the Pricing Schedule
- 4.6 The Agreement shall commence on the date specified in the Enhanced Advisory Services Order Form and shall continue to be supplied until the Services are completed in accordance with the Enhanced Advisory Services Specification unless otherwise terminated in accordance with clause 8 (termination).

5 Enhanced Advisory Services

- 5.1 In consideration of the Customer paying the Charges pursuant to clause 7, Historic England shall provide the Services to the Customer:
- 5.1.1 in accordance with the Enhanced Advisory Services Specification;
 - 5.1.2 in accordance with all applicable laws and regulations; and
 - 5.1.3 with reasonable care and skill.
- 5.2 In providing the Services Historic England agrees to use reasonable efforts to meet the agreed completion times as set forth in the Enhanced Advisory Services Specification. Notwithstanding the above Historic England does not guarantee to meet specific times and dates and as such, time shall not be of the essence.
- 5.3 The provision of the Services will not in any other way restrict Historic England in the discharge of its statutory obligations.
- 5.4 In providing the Services any advice given by a Case Officer pursuant to this Agreement will not constitute or bind Historic England in respect of any future representations it may make.
- 5.5 Any advice provided pursuant to this Agreement may be overtaken by changes in available information as well as changes in international, national, regional or local law, policy and guidance.
- 5.6 Historic England hereby excludes all other warranties and representations, whether implied by law or otherwise, in so far as the law permits in relation to the Services.

6 Customer Obligations

- 6.1 Historic England may require the Customer to provide information in order for Historic England to provide the Services; for example, information regarding the Site including but not limited to the documentation listed within the Enhanced Advisory Services Specification for the selected Services. The Customer warrants that the information it provides to Historic England shall, to the best of its knowledge, be complete and accurate
- 6.2 The Customer understands and agrees that for Historic England to be able to provide the Services the Customer must:
- 6.2.1 co-operate with Historic England as may be reasonably required; and
 - 6.2.2 provide any additional information as Historic England may reasonably require.

- 6.3 Historic England shall not be liable for any delay or non-performance of the Services where the Customer fails to provide or delays in providing any information which may be requested under this clause 6.1.

7 Charges and Payment

- 7.1 The Customer shall pay the Charges for the Service in accordance with the Pricing Schedule.
- 7.2 All Charges quoted shall be deemed exclusive of but subject to VAT or any other relevant tax payable in respect of the Services. The Customer agrees to pay any such VAT or other tax in addition to the Charges upon receipt of an invoice from Historic England.
- 7.3 VAT numbers must be provided by the Customer wherever possible.
- 7.4 An administration charge of £450 will be included for the provision of the Services. All invoices issued by Historic England, usually on a quarterly basis, are payable by the Customer within 30 days of the date of issue.
- 7.4.1 In some circumstances, such as where new information arises, further time may be required for the provision of Services then estimated. The Customer will be advised before additional Services are provided.
- 7.4.2 Should debt recovery be required in respect of unpaid invoices, Historic England reserves the right to recharge any costs incurred in the debt recovery process and engagement of legal services to the Customer.
- 7.5 Invoices will be raised in Sterling GBP and must be paid in Sterling GBP.
- 7.6 Historic England reserve the right to increase their standard hourly rate (on which the Charges are based) on an annual basis (the 'Annual Charges Review'). If, as a result of the Annual Charges Review, the Charges are to increase, Historic England will provide the Customer with at least 30 days' notice of this increase pursuant to clause 21 and the Customer shall have the right to terminate this Agreement by giving Historic England at least 14 days' written notice as a result of this increase in Charges.
- 7.7 Notwithstanding clause 8 of these Terms, Historic England reserves the right to cease or suspend provision of the Services to the Customer in the event that the Customer fails to comply with any of its payment obligations under this clause 7.
- 7.8 For the avoidance of doubt any failure by the Customer to specify a purchase order number within the Order Form shall not affect the validity of this Agreement. Any failure by Historic England to specify a Customer's purchase order number on an invoice shall not affect the Customer's obligation to pay the Charges in accordance with clause 7.1, 7.2, 7.3, 7.4 and 7.5 of these Terms.
- 7.9 If a Customer requires a purchase order number to be quoted on their invoices, this purchase order number needs to be provided at the start of the Agreement or not less than one month after the Agreement start.

8 Termination

- 8.1 Without prejudice to any other rights or remedies which Historic England may have, Historic England may terminate this Agreement:
- 8.1.1 immediately on notice in writing where, in Historic England's reasonable opinion, the provision or continued provision of the Service will or is likely to conflict with Historic England's statutory obligations;
- 8.1.2 immediately on notice in writing, if the information provided by the Customer is insufficient, in Historic England's reasonable opinion, to enable Historic England to provide the Services.
- 8.2 Historic England may terminate the Agreement by notice in writing with immediate effect where the Customer:
- 8.2.1 undergoes a change of control, within the meaning of section 450 of the Corporation Tax Act 2010, which impacts adversely and materially on the performance of the Agreement;
or

- 8.2.2 undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Agreement; or
 - 8.2.3 becomes insolvent; bankrupt; enters into liquidation; enters into a voluntary arrangement; appoints a receiver or such similar event in any jurisdiction save for the purposes of a solvent reconstruction or amalgamation or suffers or allows any execution; whether legal or equitable; to be levied on its property or obtained against it; or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade.
- 8.3 Historic England may terminate the Agreement, or terminate any part of the Agreement by written notice to the Customer with immediate effect, if the Customer commits a Default and if:
- 8.3.1 the Default is not remedied within 30 days, or such other period as may be agreed between the Parties, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 8.3.2 the Default is not capable of remedy; or
 - 8.3.3 the Default is a fundamental breach of the Agreement.
- 8.4 In the event that Historic England has the right to terminate this Agreement pursuant to clauses 8.1, 8.2 or 8.3, Historic England may choose to suspend delivery of the Enhanced Advisory Service rather than exercising the right to terminate.
- 8.5 Any suspension pursuant to clause 8.4 shall not have the effect of suspending any obligations on the Customer to pay amounts due and payable pursuant to clause 7.
- 8.6 The Customer may terminate the Agreement, or terminate any part of the Agreement; by written notice to Historic England with immediate effect if Historic England commits a Default and if:
- 8.6.1 the Default is not remedied within 30 days, or such other period as may be agreed between the Parties, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 8.6.2 the Default is not capable of remedy; or
 - 8.6.3 the Default is a fundamental breach of the Agreement.
- 9 Consequences of termination**
- 9.1 On termination of the Agreement for whatsoever reason the Customer shall pay to Historic England any sums due and reasonably incurred up to the date of termination.
- 10 Limitation of liability**
- 10.1 Subject to Clauses 10.3 and 10.4, if Historic England fails to comply with these Terms, Historic England will be responsible for the loss and/or damage the Customer suffers that is a foreseeable result of a breach of the Terms or negligence by Historic England. Historic England is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of a breach of these Terms by Historic England or if the losses were contemplated by the Customer or Historic England at the time Historic England and the Customer entered into this Agreement.
- 10.2 Neither Party excludes or limits liability to the other for:
- 10.2.1 death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
 - 10.2.2 fraud or fraudulent misrepresentation; or
 - 10.2.3 any further liability which cannot be lawfully excluded.
- 10.3 Historic England has no liability to the Customer for any loss of profit, loss of business, loss of data, business interruption, or loss of business opportunity.
- 10.4 Subject to clause 10.2 the total liability of Historic England to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges

paid by the Customer for the Services or the costs incurred by Historic England in providing the Services to the Customer if greater.

11 Events beyond the control of Historic England and the Customer

- 11.1 Neither Historic England nor the Customer shall have any liability under or be in breach of the Terms for any delays or failure to perform obligations which results from events beyond the reasonable control of Historic England or the Customer as defined in clause 11.2 of these Terms.
- 11.2 An event beyond the reasonable control of Historic England or the Customer means any act or event beyond the reasonable control of Historic England or the Customer, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks.

12 Contacting Historic England

- 12.1 In the event that the Customer wishes to discuss or complain about the Services or give notice under the Terms the Customer shall contact Historic England using the following contact details:
- 12.1.1 Hannah David, Business Development Manager
 - 12.1.2 Telephone Number: 0117 975 075
 - 12.1.3 E-mail Address: Hannah.David@historicengland.org.uk
- 12.2 Any written correspondence sent by the Customer to Historic England shall include:
- 12.2.1 the name of the Customer;
 - 12.2.2 the Site name;
 - 12.2.3 the address of the Site; and
 - 12.2.4 the unique reference number communicated to the Customer by Historic England.
- 12.3 Historic England will confirm receipt of written correspondence by contacting the Customer in writing. If Historic England has to contact the Customer or give the Customer notice in writing, Historic England will do so by e-mail, by hand or by pre-paid post to the address provided in the Order Form.

13 Intellectual Property Rights

- 13.1 Copyright and database rights for all reports, documents and advice (including material in electronic form) produced by Historic England arising from or in connection with the provision of the Services shall remain the property of Historic England.

14 Confidential Information

- 14.1 Subject to the exceptions described in clauses 14.2, 14.3, 14.4 and 16, Historic England will keep confidential, and will not disclose to any third party, the information provided by the Customer in connection with the Services.
- 14.2 Historic England is under no obligation to keep confidential information provided by the Customer that is already or becomes publicly known through no action of Historic England.
- 14.3 Historic England may, if required by law, any governmental or regulatory authority or by a court of competent jurisdiction, disclose confidential information provided by the Customer to Historic England.
- 14.4 Historic England may disclose confidential information to the local planning authority as part of Extended Pre-application Advice provided by the Greater London Archaeological Advisory Service on whose behalf it is acting in this regard.
- 14.5 Any reports, documentation or advice produced by Historic England in connection with the Services are a matter of public record and will not be subject to a duty of confidentiality.

15 Data Protection

- 15.1 Personal information submitted to Historic England will be held in accordance with the Data Protection Act 2018 and GDPR and will be used to:

- 15.1.1 provide Services to the Customer;
- 15.1.2 process payment for the Services; and
- 15.1.3 inform the Customer about other Enhanced Advisory Services that Historic England may provide.

15.2 Further information on the manner in which Historic England processes personal information is set out in Historic England's Privacy Policy (<https://historicengland.org.uk/terms/privacy/>)

15.3 Each party to this Agreement shall, at its own expense, ensure that it complies with and assists the other parties to comply with the requirements of all Data Protection Law and regulatory requirements in force from time to time relating to the use of personal data.

16 Freedom of Information

16.1 The Customer acknowledges that Historic England is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR). The request for the Service will not be subject to any publicity but we may be obliged to release documents if Historic England receives a FOIA or EIR request. Where Historic England receive a request to disclose any information it will notify and consult with the Customer at its discretion. However, Historic England reserves the right, to disclose any such information it deems appropriate and shall be responsible for determining at its absolute discretion whether the information is exempt from disclosure in accordance with the FOIA or EIR.

16.2 In responding to a request for information, including information in connection with the Agreement (including but not limited to tender documents, subsequent contractual information or information classified as confidential or sensitive), Historic England will, where in its absolute discretion it deems necessary, use reasonable endeavours to consult the Customer. Notwithstanding this, the Customer acknowledges that Historic England may, in accordance with the relevant legislation, disclose information concerning the Customer or the Services without consulting the Customer.

17 Anti-Bribery and Anti-Corruption

17.1 Historic England and the Customer shall comply with applicable Bribery Laws. Neither Historic England nor the Customer shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere.

17.2 The Customer must report to Historic England any request, demand or bribe which if complied with would amount to a breach of the Terms or Bribery Laws.

18 Historic England Advice

18.1 The Customer shall not delete or remove any proprietary notices of disclaimers or any other notice contained within or relating to any written advice produced in connection with the Services.

19 Dispute Resolution

19.1 Any disputes arising in connection with this Agreement will normally be resolved amicably between the Customer and the Case Officer. In the event of failure to reach consensus between the Parties then the dispute shall in the first instance be referred to Historic England's Business Development Manager and to the Customer's nominated equivalent officer for resolution at a meeting to be arranged as soon as practicable after such referral, but in any event within ten Business Days.

20 Survival

20.1 Clause 14, 15, 16 and 17 shall continue in full force after the Agreement has expired or terminated.

21 Other important terms

21.1 Historic England may amend the Terms from time to time to address any changes in relevant laws and/or regulatory requirements or for any other reason. If Historic England revises these Terms, Historic England shall provide the Customer with one months' notice via www.historicengland.org.uk/EAS of any changes to these Terms before they take effect.

21.2 This Agreement is between Historic England and the Customer. A person who is not a party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

- 21.3 No variation of the Agreement or of any document referred to in it by the Customer shall be effective unless the costs of the variation shall be agreed and details of the variation are agreed in writing, titled "Contract Variation", and signed by both Parties.
- 21.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 21.5 If Historic England fails to insist that the Customer perform any obligation under these Terms, or if Historic England does not enforce rights against Customer, or if Historic England delays in doing so, that will not mean that Historic England has waived its rights against the Customer and will not mean that the Customer does not have to comply with those obligations. If Historic England does waive a Default by the Customer, Historic England will only do so in writing, and that will not mean that Historic England will automatically waive any later Default by the Customer.
- 21.6 Nothing in these Terms and no action taken by Historic England or the Customer under these Terms shall create, or be deemed to create a partnership, joint venture or establish a relationship of principal and agent.
- 21.7 The Terms shall be governed by the law of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Historic England Enhanced Advisory Services: Schedule 1 Service Description

In the following paragraphs, paid-for services are described in ***bold italic*** typeface.

Initial, Extended and Formal Pre-Application Advice

Historic England offers one free round of Initial Pre-application Advice to prospective applicants for planning permission affecting designated¹ heritage assets (including Environmental Impact Assessment development but excluding ***Nationally Significant Infrastructure Projects***), undesignated heritage assets of archaeological interest in Greater London², listed building consent, faculty consent and scheduled monument consent, or any project necessitating marine licence consent. The purpose of any Pre-application Advice is to reduce the risk to the applicant of an application for consent being refused by the determining body, with all of the abortive costs that would entail. Historic England's Initial Pre-application Advice sets out to:

- Establish those aspects of a proposed change that engage the relevant heritage Acts, the historic environment policies of the National Planning Policy Framework (NPPF) or the Department for Digital, Culture, Media and Sport (DCMS) policy for scheduled monuments or Ecclesiastical Exemption;
- Identify areas both of compliance and potential conflict with relevant national legislation, guidance and historic environment policies;
- Suggest any obvious ways in which potential conflicts might be avoided or mitigated;
- Indicate what information Historic England would expect any formal application to include.

Our Initial Pre-application Advice is free and we will meet the above aims by reviewing information provided, conducting one site visit/meeting if necessary (reviewing further information arising from this), and issuing an advice letter.

Whether or not a site visit is necessary to fully understand the proposals and attain the required service standard will be determined by Historic England staff based on the initial information provided. Prospective applicants are asked where possible to provide sufficient information to make desk-based appraisal a realistic possibility (see Historic England's [Charter for Advisory Services](#), [GLASS Charter for Advisory Services](#) and [Information Required](#)). The minimum requirement is the postal address of the place to which the proposals relate and a description (in English) of the proposed work. The Greater London Archaeological Advisory Service also require a location plan showing the site boundary.

The product of this initial free advice is a letter on Historic England headed paper (which might be sent as a pdf file attached to an e-mail using a Historic England e-mail account). Clarification may be provided if the applicant is unclear about the meaning of the advice (we would expect this be within one month of issuing that advice) but further advice will form part of our charged-for service.

Once the Initial Pre-application Advice is complete, further advice can be sought through Extended Pre-application Advice. This is available on a full cost recovery (not-for-profit) basis. Customers benefit from on-going verbal and written advice, such as regular involvement in design team meetings, advice on archaeological assessment, field evaluation and comments on

¹ The Extended Pre-application Advice service covers proposals where we would be statutory consultees should an application be made. See <http://historicengland.org.uk/services-skills/our-planning-services/charter/when-we-are-consulted/proposals-for-development-management/>

² Except for the City of London & Southwark who have their own in-house archaeology advisers. Searches of the Greater London Historic Environment Record for commercial purposes are chargeable separately; please refer to the Greater London Historic Environment Record Access and Charging Policy.

emerging schemes, from a named lead specialist from Historic England. Customers using this service will pay for the full cost of staff time, including travel and administration time.

Formal Pre-application Advice is available without charge, unless it is part of a Nationally Significant Infrastructure Project. It might follow the free Initial Pre-application Advice or the paid-for Extended Pre-application Advice. For Formal Pre-application Advice, customers are required to provide a full set of plans and other relevant information exactly as would be included in the intended application and Historic England will then undertake a one-off assessment to provide our formal written advice (on headed paper) on the proposals should they be submitted as an application. This advice does not have scope for negotiations or Historic England involvement in any amendments. Formal Pre-application Advice is not a substitute for the ongoing discussion and negotiation offered by our Extended Pre-application Advice service. The Greater London Archaeological Advisory Service does not provide Formal Pre-application Advice.

The type and amount of information required for us to provide Formal Pre-application Advice will vary in each case; our approach is proportionate according to circumstances. Advice on the information required to support an application is part of our free Initial Pre-application service. The items of information that may be necessary for proposals affecting designated or non-designated heritage assets, depending upon the significance of the asset and the impact of the proposed changes, are set out at [here](#).

Fast-track Listing

Using our online Listing and designation application [form](#), anyone can apply for free to:

- List a building
- Schedule a monument
- Register a historic park, garden or battlefield
- Protect a wreck site

Note: Conservation Areas are dealt with by local councils and not by Historic England.

The Listing and designation application form can also be used to apply for an amendment or removal of existing entries from the National Heritage List for England. Applications for Certificates of Immunity from Listing (COI) and for Listing following the serving of a Building Preservation Notices (BPN) can also be made.

We receive a high number of applications for listing, and need to balance these against our strategic project work, directing our finite resources to those that are most in need of attention. We will only normally take forward applications for listing where the building or site:

- Is demonstrably under serious threat of demolition or major alteration;
- Is a priority under Historic England's programme of strategic project work;
- Possesses evident significance, and is obviously worthy of inclusion on the National Heritage List for England.

Applications received which do not meet one of these three measures will not be taken forward under the free service.

Applications that do qualify for the free service are taken forward as quickly as possible but according to relative priority, and the availability of staff time. No case-specific timeframe is provided for completion (i.e. sending our advice to the DCMS), but we aim to complete the whole process of researching,

assessing and documenting to the necessary standard within five months (the average time taken is 23 weeks based on a representative sample of cases).

We will provide the service described above within a quicker and guaranteed timeframe, where customers are able to pay the full cost of us doing so. We will make Fast-track Listing recommendations to the DCMS within 12 weeks for most straightforward cases. This service will include making recommendations to the DCMS on Certificates of Immunity from Listing.

For the small number of complex or contentious cases anticipated, the guaranteed deadline will be negotiated with the applicant. In exceptional circumstances this may involve the commissioning of further research as part of the charged-for service. The aim is to provide a guaranteed date by which we will have made our recommendation to DCMS.

In all cases, the more relevant information that accompanies an application the better. Guidance on the sort of information we will normally seek to include in our assessment can be found [here](#).

Listing Enhancement

Around 97% of England's Listed Buildings have List Entries that pre-date 2004. Some have not been updated for over 40 years. These older List Entries were brief and only intended to aid the identification of the listed property. They did not identify the reason for the designation, nor indicate what was included in the designation. Often List Entries only describe the front elevation and yet legally, the designation typically extends to the entire property. This can include extensions, outbuildings and other structures within the curtilage of the building described.

Since 2004, new and revised List Entries have included the principal reasons why a building is listed, providing greater clarity on why it is important. This can help the local authority determine what alterations are likely to require Listed Building Consent. Since changes to the law in 2013, it has been possible to exclude parts of buildings from protection, providing further clarity for those managing the building.

Through the same application process outlined for Fast-track Listing, customers can apply for free to have an existing List entry updated but it will be prioritised according to the three measures set out below, and no guarantee will be given regarding the timeframe in which this update will be completed;

- Is demonstrably under serious threat of demolition or major alteration;
- Is a priority under Historic England's programme of strategic project work;
- Possesses evident significance, and is obviously worthy of inclusion on the National Heritage List for England.

The paid-for Listing Enhancement service provides clarity over the special interest of the listed building, in a shorter and guaranteed timeframe than would otherwise be practicable. We will make Listing Enhancement recommendations to the DCMS within 12 weeks for straightforward cases. For the small number of complex or contentious cases anticipated, the guaranteed deadline will be negotiated with the applicant. In exceptional circumstances this may involve the commissioning of further research as part of the charged-for service.

In all cases, the more relevant information that accompanies an application the better. Guidance on the sort of information we will normally seek to include in our assessment can be found [here](#).

Screening for Potential Listing

The Screening for Potential Listing Service is not available as a free service; it is an offering enabled by full cost recovery. Historic England staff will conduct a survey and produce a report on an area of land to assess the likelihood of any heritage assets with the degree of interest that would warrant statutory Listing. The report will also indicate heritage assets which may merit

local listing; however decision-making on these is for the Local Planning Authority to determine. The service will not identify below-ground archaeological potential, which will need to be addressed separately with the Local Planning Authority.

Screening will provide a helpful way to reduce uncertainty early on in the development process by allowing owners or prospective owners of substantial areas of land to gauge the risk of proceeding with development plans in an above ground context.

This will be particularly helpful;

- **where blocks of land are being assembled for development or for disposal with a view to redevelopment, or;**
- **where areas are under consideration for regeneration.**

The screening report will include an overarching review of the significance of a defined area and its potential for statutory Listing;

- **Details of assets already on the List within the screening survey area, and a review of any other sources for the area that Historic England deems pertinent to the screening report;**
- **Detailed guidance on the broad significance and rarity of the site as a whole and any individual areas or features within it;**
- **Details of the likelihood of any heritage assets with the degree of interest that would warrant statutory Listing.**
- **Details of heritage assets which may merit local listing (for which the Local Planning Authority is the decision-making body).**

This may lead to statutory designation where the national measures are met, which can be subject upon agreement to a related fast-track listing assessment: applicants for the screening service are reminded that the service will not identify any below-ground archaeological potential, including any potentially schedulable assets, upon which advice ought to be sought from the relevant Local Planning Authority. The results of the project will be disseminated through Historic Environment Records and other relevant public channels.

For the Screening for Potential Listing the customer is required to provide;

- **A 'red line' map outlining the entire area[s] to be subject to a Screening for Potential Listing Survey, at an appropriate scale and image resolution. A post code (or 8-figure grid reference) for the approximate centre of the site would also be helpful, but is not essential;**
- **Information on, and assistance in gaining, legal access to (including the legal owner[s] of) the Listing Screening area and all structures within in would be helpful, including where relevant details of any health and safety concerns raised by such access (e.g. unsafe structures). Historic England cannot be held liable for any delay to Listing Screening caused by problems accessing a site for screening inspection;**
- **Any additional information that the customer can provide on the site's history would be welcome, including any evidence submitted as part of previous heritage and environmental assessments, although the submission of such information is not essential. Should a detailed baseline history of the site be necessary and has not previously been undertaken, Historic England would undertake this at additional cost to the customer.**

Nationally Significant Infrastructure Project

From 1 April 2024, as empowered through the Levelling-Up and Regeneration Act 2023, Historic England is recovering costs for all services and engagements provided in relation to applications or proposed applications in relation to development consent order and to nationally significant infrastructure projects (NSIPs). That includes all statutory and non-statutory phases, and removes the offer of one free round of Initial Pre-application Advice.

Before submitting an application, the applicant is required to obtain necessary heritage information and to carry out extensive consultation on their proposals, including with Historic England.

As part of our pre-application advice service, we consider the impact of these proposals on the historic environment and offer specialist advice. The developer is expected to consider their proposals in light of this advice and service. If a NSIP is being considered, we therefore welcome and recommend early engagement.

We also advise on applications relating to Development Consent Orders (DCOs) and other supporting documents, which will also be rechargeable. An example of this could be post-consent science advice in relation to archaeological requirements both on and offshore. Early discussions help to identify these matters and develop costing estimates for the relevant stages of the process.

Each NSIP/DCO engagement will be governed through a contract or Service Level Agreement, which will define the required services and likely charges.

Items to be included in the estimate may be:

- ***Set-up and estimating time***
- ***Staff advisory time***
- ***Site visits and meetings***
- ***Document review***
- ***Legal services***
- ***Procurement***
- ***Third-party consultancy services***
- ***Core Historic England business functions related to staff time***
- ***Specialist equipment required***
- ***The method for estimating the likely costs will combine the required services calculated against Historic England's actual costs.***

We may at times need to include additional expertise or other services, for which we will recover costs through these agreements. We will discuss this with applicants, as soon as possible in the process. All likely charges must be estimated and provided to the projects management and agreed within a contract or Service Level Agreement for the project. The terms of the contract must allow for Historic England to revise the costs at any time if the actual costs differ from the estimates.

Applicants should also be aware that we also provide advice relating to DCO work to Local authorities and others, which will also be rechargeable. This can include post-consent science advice for example in relation to archaeological requirements both onshore and offshore. Discussion of this should also happen at the earliest opportunity.



If you require an alternative accessible version of this document (for instance in audio, Braille or large print) please contact our Customer Services Department:
Telephone: 0370 333 0607

E-mail: customers@HistoricEngland.org.uk

SAMPLE