



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT
CARDWELL FARM, BARTON. Phase 1 & Phase 2.

Issued to:

WAINHOMES

16th November 2016 (Phase 1)
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Note:

All tree surgery and felling works detailed should be carried out to a standard, the minimum of which is specified in BS3998:2010 Tree Work - Recommendations.

Contractors should be suitably qualified and experienced to an acceptable standard. They should also be aware that if during operations any defects become apparent that would not have been immediately obvious to the Consultant, that such defects should be notified immediately and confirmed in writing within a reasonable period.

All observations and recommendations only relate to the site and the trees as they were at the time of inspection. Should severe climatic or environmental events or changes take place, it may be necessary to reassess the situation so as to ensure an acceptable and continuing level of safety.

Should the inspection have taken place during the dormant season, this will have simplified the inspection of the high crowns and canopies. It will not have been possible however to ascertain either leaf size, colour or density which, can be classic indicators of stress or root associated disorders.

The survey has also been prepared in the knowledge that some form of development may occur on the site. As such, some of the recommendations put forward could be considered unnecessary were the site simply left as it presently exists.

Furthermore, should development be approved, it may be necessary to reassess and amend this document upon completion of all construction operations to ensure that trees, properties and people can all safely co-exist.

All tree numbers refer to those indicated on the attached site drawing. Dimensions of any trees off site may have been estimated if access was not possible.

The report unless stated otherwise, is of a preliminary nature in that the trees were not climbed but inspected from ground level, and no soil or timber samples have been taken for analysis.

A copy of the Consultant's General Conditions of Contract are attached. These form the basis upon which all services and information are provided.

KEY:

Tree No. - Tree Number – to be recorded on tree survey plan where necessary.

Species – common and scientific names, where possible.

Height – overall height of the tree in metres

Stem Dia - Stem diameter – in millimetres at 1.5m above adjacent ground level (on sloping ground to be taken on the upslope side of the tree base) or immediately above the root flare for multi stemmed trees.

Branch spread – in metres taken at the four cardinal points to derive an accurate representation of the crown (to be recorded on the tree survey plan where necessary).

Height of cc - Height of crown clearance – in metres above adjacent ground level to inform on ground clearance, crown stem ratio and shading). Where considered desirable, first significant branch and direction of growth e.g. 2.4-N

Age class – young (Y), Middle aged (MA), mature (M), over mature (OM) & veteran (V).

Physiological condition – e.g. good (g), fair (f), poor (p) & dead (d).

Structural condition – e.g. collapsing, the presence of decay and any physical defect.

Preliminary management recommendations – including further investigations of suspected defects that require more detailed assessment and potential for wildlife habitat.

ERC - Estimated remaining contribution – in years, <10, 10+, 20+, 40+.

Cat grade - Category grade – U or A to C (see Table 1) to be recorded in plan on the tree survey plan where appropriate.

RPA – Root protection area calculated from BS5837:2012 Trees in Relation to Design, Demolition and Construction – Recommendations in sq/m's. Where indicated, dimensions of radius of circle or sides of square based around centre point of trunk calculated for design purposes.

RP – Remedially prune: remove significant dead wood, basal & epicormic shoots, broken, crossing and rubbing branches etc and undertake light reshaping if necessary to improve form and balance/ abate actual or potential nuisance. Ensure adequate clearances over highway (5.2m) and footpath (2.4m)

- estimated dimensions (e.g. for off-site or otherwise inaccessible trees where accurate data cannot be recovered).

Table 1 Cascade chart for tree quality assessment

Category and definition	Criteria (including subcategories where appropriate)	Identification on plan
Trees unsuitable for retention (see Note)		
Category U Those in such a condition that they cannot realistically be retained as living trees in the context of the current land use for longer than 10 years	<ul style="list-style-type: none"> Trees that have a serious, irremediable, structural defect, such that their early loss is expected due to collapse, including those that will become unviable after removal of other category U trees (e.g. where, for whatever reason, the loss of companion shelter cannot be mitigated by pruning) Trees that are dead or are showing signs of significant, immediate, and irreversible overall decline Trees infected with pathogens of significance to the health and/or safety of other trees nearby, or very low quality trees suppressing adjacent trees of better quality <p><i>NOTE</i> Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</p>	See Table 2
	1 Mainly arboricultural qualities	2 Mainly landscape qualities
		3 Mainly cultural values, including conservation
Trees to be considered for retention		
Category A Trees of high quality with an estimated remaining life expectancy of at least 40 years	Trees that are particularly good examples of their species, especially if rare or unusual; or those that are essential components of groups or formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands of particular visual importance as arboricultural and/or landscape features
Category B Trees of moderate quality with an estimated remaining life expectancy of at least 20 years	Trees that might be included in category A, but are downgraded because of impaired condition (e.g. presence of significant though remediable defects, including unsympathetic past management and storm damage), such that they are unlikely to be suitable for retention for beyond 40 years; or trees lacking the special quality necessary to merit the category A designation	Trees present in numbers, usually growing as groups or woodlands, such that they attract a higher collective rating than they might as individuals; or trees occurring as collectives but situated so as to make little visual contribution to the wider locality
Category C Trees of low quality with an estimated remaining life expectancy of at least 10 years, or young trees with a stem diameter below 150 mm	Unremarkable trees of very limited merit or such impaired condition that they do not qualify in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater collective landscape value; and/or trees offering low or only temporary/transient landscape benefits
		Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)
		Trees with material conservation or other cultural value
		Trees with no material conservation or other cultural value
		See Table 2
		See Table 2

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread	H'gt of C.C.	1st Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii /
T1	Sycamore	11	500	N 5.4 E 5.9 S 6.3 W 4.4	2	2E	M	P	Hollow at base. Major die back/decay in high crown. Very low vitality. Possible habitat value.	Veteranise to retain for habitat.	10	C2	113.11	6
T2	Sycamore	16	650	N 6.8 E 4.7 S 6.6 W 6.5	2	2S	M	F/P	Low vitality. Die back in high crown. Reasonable form.	Undertake remedial pruning and monitor.	10+	C2	191.16	7.8
T3	Sycamore	10	425	N 3.1 E 3.1 S 4.7 W 5.3	2	2SW	M	F/P	Low vitality. Die back in high crown. Reasonable form.	Undertake remedial pruning and monitor.	10+	C2	81.72	5.1
T4	Sycamore	12	500	N 4.8 E 7.7 S 7.7 W 7	2.5		M	F	Stem bifurcates at 1.8m. Fence wire around and embedded in trunk. Vertical scar below main fork to North. Ivy cover. Inspection restricted. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	20	B2	113.11	6
T5	Sycamore	13.5	475	N 9.1 E 5.4 S 3.2 W 9.7	2	2.5NW	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Suppressed but partially of overall group feature - edge tree.	No action at present. Monitor.	20	B2	102.08	5.7
T6	Poplar	19	700	N 7.1 E 6 S 9.5 W 8.4	2	2S	M	F	Sub dominant stem from ground level to North East. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	20	B2	221.70	8.4
T7	Poplar	18	400	N 8.2 E 5 S 2 W 7.2	2	3W	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	20	B2	72.39	4.8

T8	Ash	15	650	N E S W	6.5 3.6 7 9.8	2	2.1S	O/M	P	Very low vitality. Obvious decline of crown decay evident at base to East. Minor value and/or potential.	Fell	0/10	U	191.16	7.8
T9	Oak	18	1250	N E S W	10.1 12.9 10.3 10.6	2	4E	M	F/G	Stem bifurcates at 3m. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Well balanced, spreading specimen.	No action at present. Monitor.	40	A2	706.95	15
T10	Oak	9.5	1100	N E S W	5.4 13 7.1 4.3	2	3W	M	F	Major basal decay. Very unbalanced canopy but species tolerant of pruning and could be readily re-shaped to maximise potential and avoid risk of failure.	Reshape to create more balanced form. Undertake remedial pruning and monitor.	40	A2	547.46	13.2
T11	Oak	14	1000	N E S W	2 12.2 12.1 11.8	2	3SE	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Spreading habit. Some ivy infestation. Unbalanced canopy but forms group with T12.	No action at present. Monitor.	40	A2	452.45	12
T12	Oak	18.5	925	N E S W	10.8	2	4W	M	F	Partially exposed root system. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	40	A2	387.13	11.1
T13	Sycamore	17	975	N E S W	6.7 8.1 8.4 7	2.5	2.5N	M	F	Some reduction in vitality - reasonable for size and age. Minor old branch stumps and dead wood present all typical of species. Vertical scar on South of trunk.	No action at present. Monitor.	20+	B2	430.11	11.7
T14	Oak	11	675	N E S W	4.2 9 6.9 5.1	5		M	F	Some excessive wounding on top side of main limbs from break. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Suppressed canopy but part of group feature.	No action at present. Monitor.	20+	B2	206.15	8.1

T15	Oak	13	550	N E S W	3.7 6 7.4 6	2	4E	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Biased canopy due to group habit.	No action at present. Monitor.	40	A2	136.87	6.6
T16	Oak	13	700	N E S W	4.5 9 7.9 6.8	2.5	2E	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	40	A2	221.70	8.4
T17	Sycamore	17	825	N E S W	6.7 8.2 6 11.2	3	4W	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	20+	B2	307.95	9.9
T18	Oak	17	925	N E S W	7 7.5 6.2 7.8	3	4.2W	M	F	Has suffered some limb shedding - possible storm damage. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Could be readily managed to promote future viability.	Undertake remedial pruning to cut back broken limbs and any excessive scaffold limbs to balance.	40	A2	387.13	11.1
T19	Oak	17	900	N E S W	7.9 8.5 10.2 9.3	2.5	3NW	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	40	A2	366.48	10.8
T20	Alder	10	425	N E S W	2 2 2 2	3		M	P	Coppice type material on edge of pond - frequently in standing water. Some die back. Low vitality. Low risk.	No action at present. Monitor.	10	C2	81.72	5.1
T21	Oak	10	550	N E S W	7.5 6.2 6.5 6.5	4	3S	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	40	A2	136.87	6.6
T22	Oak	11	850	N E S W	7.4 7.5 8.3 6.9	3	3.5NE	M	F	Completely hollow with opening to North West. 1st low limb to North East partially failed.	Consider light reduction and reshaping to produce more compact form to maximise future usability.	40	A2	326.89	10.2

T23	Oak	14.5	1250	N E S W	9.6 12.6 11 12.1	3	4E	M	F	Diameter estimated - access restricted. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Inspection restricted due to dense ivy cover.	No action at present. Monitor.	40	A2	706.95	15
T24	Oak	17	1250	N E S W	11.2 15.9 12 0	3	3.5S	M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	No action at present. Monitor.	40	A2	706.95	15
T25	Hawthorn	7	400	N E S W	3.5 3.5 3.5 1.5	1.5		M	F	Multi stemmed from ground level. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Typical tangled canopy. Probable hedge remnant.	Remove or retain in accordance with development proposals.	10	C2	72.39	4.8
T26	Oak	20	725	N E S W	8.4 8.7 8.3 7.9	2.5	3.3 West	M	F/ P	Some evidence of die back and loss of vitality in high crown. Water 'feature' to east. Low canopy over highway. Species tolerant of management.	Undertake remedial pruning to include light crown lift and monitor.	20	B2	237.82	8.7
T27	Elm	8	350	N E S W	4.2 5.4 6 5.2	2	3 East	EM	F	Small suppressed item. Poor form. Basal damage and decay.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10	C2	55.42	4.2
T28	Oak	14.5	675	N E S W	5.7 6 7.6 8.7	3	4.8 East	M	F/ P	Similar appearance to T1. Waterlogged ground to east.	Undertake remedial pruning and monitor.	20	B2	206.15	8.1
T29	Oak	13	550	N E S W	3.7 5.1 5.4 4.5	2	2.1 West	M	F/ P	Similar appearance to T1. Waterlogged ground to east.	Undertake remedial pruning and monitor.	20	B2	136.87	6.6

T30	Ash	18	1000 #	N E S W	7 7.5 9.9	4.7	3.5	5.5 West	OM	P	Very low vitality. Major dead wood and die back. Ivy clad - inspection restricted. Species prone to timber embrittlement in late maturity. Water 'feature' to west possibly contributing to decline.	Preferable to fell and implement new landscaping.	0/ 10	U	452.45	12
T31	Ash	15	575	N E S W	8 5 6.9	6	3.5	4.3 East	M	P	Major basal damage and decay. Very low vitality. Branch loss/tear out on trunk and incipient decay.	Fell.	0	U	149.59	6.9
T32	Ash	17.5	1000	N E S W	8.1 10.6 10.3 8.2		2	2.5 North	M	F/ P	Major decay in trunk leading down to hollow root system. Low vitality.	Fell.	0/ 10	U	452.45	12
T33	Ash	10	250	N E S W	5 1.8 4.9	3	4	6 West	Y	F	Limb tear out from trunk, incipient decay present effectively destroying future viability of tree.	Fell to benefit T9.	0/ 10	U	28.28	3
T34	Alder	8.5	475	N E S W	7.5 6 5.1	5	2	2.4 East	M	F	Ivy clad - inspection restricted. Relatively low vitality for size and age. Should be tolerant of management.	Cut ivy - remove as far as reasonably possible. Monitor.	10+	C2	102.08	5.7
T35	Ash	11.5	1000	N E S W	7 6.9 6	6.4	2.5	3 South	M/ OM	F/ P	Low vitality. Ivy clad - inspection restricted. Appears to have broad girth indicating age but relatively compact form suggesting historic topping or crown loss.	Cut ivy - remove as far as reasonably possible. Undertake remedial pruning and monitor.	10+	C2	452.45	12
T36	Alder	9.5	450	N E S W	4.8 5.1 6	5	2.5	4 South	M	F	Ivy clad - inspection restricted. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species.	Cut ivy - remove as far as reasonably possible. Undertake remedial pruning and monitor.	20	B2	91.62	5.4

T37	Oak	13	875	N E S W	7.4 6.2 9.8 7.8	2	2 South	M	F	Fungal fruiting bodies of Ganoderma evident at base to north and adjacent to fork or first low limb to south. Decay therefore foreseeable. Species tolerant of management and could be considered for reduction and reshaping to retain some visual amenity and habitat.	Reduce long scaffold limb over site by approximately 50% to reduce risk of failure. Undertake remedial pruning to remaining canopy. Reassess in early summer.	10/ 20	B2	346.41	10.5
T38	Ash	17	850	N E S W	9 10.7 9.5 9.5	2.5	3.5 West	OM	P	Very low vitality. Major die back and decline.	Fell.	0/ 10	U	326.89	10.2
T39	Oak	14	700	N E S W	9.6 10.2 10.2 9.1	2	3 West	M	F	Reasonable form and balance. Minor dead wood and old branch stumps, all typical of species. Average vitality. Some wounds over access track to north.	Undertake remedial pruning and monitor.	20+	B2	221.70	8.4
T40	Sycamore	10	400	N E S W	6 5 4.6 4.9	2	2.5 North	M	F	On very edge of drainage ditch. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Partially suppressed by adjacent Thorns.	Undertake remedial pruning and monitor.	20+	B2	72.39	4.8
T41	Sycamore	11	325	N E S W	5.5 7 6 7.2	1.6	4 West	EM	F	To far side of drainage ditch. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Partially suppressed by adjacent Thorns.	Undertake remedial pruning and monitor.	20+	B2	47.79	3.9
T42	Oak	11	400 #	N E S W	6 7 5 6.1	6.2	5 North	M	F/ P	To far side of drainage ditch. Very low vitality. Some die back. Could be readily managed in reduced form. Dimensions generally estimated.	Discuss with owner. No impact on site.	20	C2	72.39	4.8
T43	Oak	15	750	N E S W	9.6 9 10.5 10.8	2	3.5 West	M	F	Spreading, decurrent form. Various long scaffold limbs with minor failure. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species.	Undertake remedial pruning and monitor.	20+	B2	254.50	9

T44	Oak	16	900	N E S W	7.2 7.1 8.7	7 2	3.5 West	M	F	Gnarled specimen. Slightly reduced vitality but reasonable for size and age. Minor dead wood and old branch stumps, all typical of species.	Undertake remedial pruning and monitor.	20+	B2	366.48	10.8
G1	Pine, Prunus, Birch	13	375	N E S W	6.5 over site	2		M	F	Off site with overhanging canopies. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	Undertake remedial pruning to overhanging canopies.	20	B2	63.63	4.5
G2	Ash Sycamore + Hawthorn running through.	17	825	N E S W	10	2		M	F	Maximum dimensions for group. Slightly reduced vitality but reasonable for trees of this size and age. Minor dead wood and defects. On steep slope with erosion around some roots from stock. Fell dead material.	No action at present. Monitor. Hawthorn could be readily reclaimed for hedging if required.	20	B2	307.95	9.9
G3	Predominantly Hawthorn	7	300	N E S W	4.5	0		M	F	All within hedge/woodland group environment. Probably originally hedge but now understorey. Very tolerant of management if required.	No action at present.	10+	C2	40.72	3.6
G4	Willow & Alder	12	650	N E S W	7	0		M/OM	F	Habitat feature around pond area. Failures and decay evident but all presumably of habitat value.	Discuss with Ecologist. No action at present.	20+	B2	191.16	7.8
G5	Willow, Oak, Hawthorn & others	11	500	N E S W	8	0		M	F	Similar to G4	Discuss with Ecologist. No action at present.	20+	B2	113.11	6
G6	3 Alder 1 Ash	6	625	N E S W	6	3		OM	P	All in advanced state of decline with minimal value and/or potential.	Fell	0/10	U	176.74	7.5
G7	Oak	15	675	N E S W	9.5	4		M	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. To far side of track to West of fence line.	No action at present. Monitor.	40	A2	206.15	8.1

G8	Predominantly Hawthorn plus Sloe, Holly and Others	9	200	N E S W	4	0		M	F	Undermanaged material to edge of beck. All hedging material that could be readily managed to create secure feature.	Layer/reduce to manageable proportions and retain to create hedgerow feature.	10+	C2	18.10	2.4
H1	Hawthorn & Ornamentals	6	200	N E S W	1.5 over site	0		M	F	Generally well managed off site material within existing formal garden areas.	No action at present. Monitor.	10	C2	18.10	2.4
H2	Hawthorn	7.5	300	N E S W	6.5	0.5		M	F	Unmanaged but relatively even spacing and if retained could be readily layered/cut back for formalise.	Remove or retain in accordance with development proposals. If retained reduce to manageable size and clip for screening and security.	10+	C2	40.72	3.6
H3	Predominantly Hawthorn	7	200	N E S W	5	0		M	F	Unmanaged. Reasonable vitality. Minor gaps readily reclaimable if required.	Manage in accordance with development proposals to create secure boundary feature.	10+	C2	18.10	2.4
H4	Predominantly Hawthorn	1.6	100	N E S W	1	0		M	F	Reasonably well clipped boundary feature.	Continue normal management regime.	10+	C2	4.52	1.2
H5	Predominantly Hawthorn	1.5	100	N E S W	1	0		M	F	Well clipped boundary feature.	Continue normal management regime.	10+	C2	4.52	1.2
H6	Predominantly Hawthorn	2.2	150	N E S W	1	0		M	F	Well clipped boundary feature.	Continue normal management regime.	10+	C2	10.18	1.8
H7	Predominantly Hawthorn	1.2	150	N E S W	1	0		M	F	Well clipped boundary feature.	Continue normal management regime.	10+	C2	10.18	1.8
H8	Predominantly Hawthorn	1.4	200	N E S W	1	0		M	F	Well clipped boundary feature. Has been layered in past.	Continue normal management regime.	10+	C2	18.10	2.4

H9	Predominantly Hawthorn	1.8 Avg	100	N E S W	0.75	0		M	F	Generally well managed boundary feature.	Continue normal management regimes.	20	C2	4.52	1.2
A1	Predominantly Hawthorn, Sloe, Birch & Willow	9	450	N E S W	5.5	0		M	F/P	All on banking to pond. Dense tangled feature. Some decline of Hawthorn. Could be readily improved/managed to maximise site usage. Maximum dimensions for items.	Ascertain site requirements, access, safety, habitat etc. then manage to suit - Formatively prune, light crown lift, clear debris from pond.	20	B2	91.62	5.4
W1	Deciduous Woodland	19	700	N E S W	8	2		M	F	To an area approximately to a line South of T7 majority of items are Poplar, to North East of T7 majority are Sycamore. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Some defects and failures typical of average woodland.	Consider ownership and accessibility. If within site prepare simple management plan.	20	B2	221.70	8.4

IAIN TAVENDALE F.Arbor.A
ARBORICULTURAL CONSULTANT

General Conditions of Contract

1. DEFINITIONS

In these Conditions:

"Consultant" means Iain Tavendale F.Arbor.A.

"Contract" means the contract for the provision of Services.

"Employer" means the person whose request for the provision of the Services is accepted by the Consultant or who accepts a written quotation of the Consultant.

"Site" means the area in which the Services are to be carried out as specified in writing to the Consultant prior to his commencing the provision of the Services.

"Services" means the services of arboricultural consultant to be supplied to the Employer by the Consultant in accordance with these Conditions.

2. BASIS OF THE CONTRACT

The consultant shall provide to the Employer and the Employer shall accept the Services in accordance with any written quotation of the Consultant which is accepted by the Employer or any request to provide services of the Employer which is accepted by the Consultant to appropriate British Standards and within a reasonable time. Time shall not be of the essence of the Contract. These conditions shall govern the Contract to the exclusion of any other terms and conditions and no variation to these Conditions shall be binding unless agreed between the Employer and the Consultant. No variation of the Services will be made without prior agreement in writing between the Employer and the Consultant. (The Consultant's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Consultant in writing.)

3. THE CONSULTANT SHALL:

- a) be entitled to subcontract assign or transfer any or all of the Contract without informing the Employer. The Consultant shall be responsible for its obligations under the Contract where sub-contracting takes place.
- b) be responsible for making good at his own cost any damage caused as a result solely of his own work.
- c) on completion of the Contract leave the site reasonably clean and tidy from his own work.

4. THE EMPLOYER SHALL:

- a) be responsible for ensuring that the Consultant is notified of all Tree Preservation or Conservation Area Orders, Private Covenants, the need for Felling Licences, or Planning Legislation that is applicable to the Contract.
- b) be responsible for ensuring that the Consultant is notified of all springs, wells, service pipes and cables, sewage or land drains, or any other hazards or obstructions which are not discoverable upon immediate visual inspection of the surface of the site. Any breach of this responsibility shall entitle the Consultant to make a reasonable charge for any additional work caused by such hazards or obstructions.

5. CONTRACT PRICES

The price for the Services shall not include Value Added Tax which the Employer shall be additionally liable to pay to the Consultant. The price which the Employer shall be liable to pay shall be determined by reference to the Consultants hourly charge rate current at the date of completion of the Services. In addition the Employer shall be liable to reimburse the Consultant for such expenses as may reasonably and properly be incurred by him in the performance of the services as Consultant. Written details of the Consultant's hourly charge rate will be provided to the Employer on written request by the Employer.

6. METHOD OF PAYMENT

- a) Subject to any special terms agreed in writing between the Employer and the Consultant the Consultant shall be entitled to invoice the Employer for the price of the Services on or at any time after the Services have been completed.
- b) The Employer undertakes to pay the Consultant within 28 days of the date of the Consultant's invoice. The time of payment of the price shall be of the essence of the Contract.
- c) Failure by the Employer to make payment on the due date, will entitle the Consultant to interest on the amount unpaid at 3% per annum above the base rate of Barclays Bank plc from time to time until payment in full is made and will further enable the Consultant to cancel the contract or suspend any further provision of Services to the Employer.
- d) If the Consultant fails to perform the Services for any reason other than any cause beyond the Consultant's reasonable control or the Employer's fault and the Consultant is accordingly liable to the Employer, the Consultant's liability shall be limited to the excess (if any) of the cost to the Employer (in the cheapest available market) of services to replace those not completed over the price of the Services.

7. DISPUTES

- a) Where disputes arising from the Contract cannot be resolved by the Employer and the Consultant, then an independent single arbitrator agreeable to both parties (or in default of agreement nominated on the application of either party by the Chairman of the Professional Committee of the Arboricultural Association for the time being) shall be employed.
- b) The losing party will pay the resulting costs, unless otherwise decided by the arbitrator.
- c) The Contract shall be governed by the Laws of England.

8. THE SITE

Access

- i) The Consultant will have free and reasonable access within the Site. Any areas that are to be excluded from this should be notified in writing to the Consultant prior to the date on which the Services are commenced.
- ii) The Employer shall ensure that the Consultant has access to private areas outside the site reasonably necessary in order that the Services can be carried out.
- iii) The Employer shall indemnify the Consultant against any liability incurred by the Consultant (of whatsoever nature) due to his having entered on private areas without permission of the owner when the Employer has stated free access has been negotiated.

9. LIABILITY

- a) The Consultant shall not be liable to the Employer or be deemed to be in breach of the Contract by reason of any delay in performing the Services, if the delay or failure was due to any cause beyond the Consultant's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Consultant's reasonable control:
 - i) Act of God, explosion, flood, tempest, fire or accident;
 - ii) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - iii) strikes, lock-outs or other industrial actions or trade disputes.
- b) The Consultant shall not be responsible or liable for any work undertaken as a result of recommendations by the Consultant unless, or until, such work is carried out and both supervised and approved by the Consultant.

10. QUOTATION

- a) Any quotation given by the Consultant to the Employer shall remain open for acceptance for 30 days from the date of such quotation and thereafter lapses automatically.
- b) Acceptance of such quotation involves acceptance of these conditions. It should be noted that any attempted or actual cancellation thereof by the Employer may involve the Employer in a claim for recovery by the Consultant of any loss or expense incurred as a result.
- c) The Consultant is the owner of the copyright existing in any such quotation and it shall not be copied without the prior written consent of the Consultant. Any reproduction before obtaining the Consultant's consent constitutes an infringement of copyright and a breach of the Contract entitling the Consultant inter alia to rescind the Contract and rendering the Employer liable for payment of damages.

11. INSOLVENCY OF EMPLOYER

This clause applies if:

- a) the employer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Employer; or
- c) the Employer ceases, or threatens to cease, to carry on business; or
- d) the Consultant reasonably apprehends that any of the events mentioned above is about to occur in relation to the Employer and notifies the Employer accordingly.

If this clause applies then without prejudice to any other right or remedy available to the Consultant, the Consultant shall be entitled to cancel the Contract or suspend any further provision of Services under the Contract without any liability to the Employer, and if the services have been completed but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. OWNERSHIP/COPYRIGHT

The Consultant is the owner of the copyright in any report tender documentation and/or recommendations and all associated information submitted to the Employer by the Consultant. The report recommendations tender documentation and all associated information submitted to the Employer shall not be copied without prior written consent of the Consultant. Any reproduction before obtaining the Consultant's consent constitutes an infringement of copyright and a breach of the Contract entitling the Consultant, inter alia, to rescind the Contract and rendering the Employer liable for payment of damages.

13. GENERAL

- a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.
- b) No waiver by the Consultant of any breach of the Contract by the Employer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- c) If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- d) The headings in these Conditions are for convenience only and shall not affect their interpretation.