

IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

Arboricultural Impact Assessment

Proposal:

Application for Construction of New Residential Property.

Location:

Land adjacent to 102 Hawshaw Lane, Hoyland.

Client:

Iain Jones.



Tree Survey and Methodology

A full tree survey of the trees under consideration was undertaken on the 23rd May 2025 following guidance within BS5837:2012 Trees in Relation to Design, Demolition and Construction - Recommendations.

The survey was undertaken from ground level. No excavations were carried out or soil or root samples taken. If a more detailed assessment / inspection of a particular item was deemed necessary, it is noted in the survey schedule. No aerial inspections or invasive probings or drillings have been undertaken.

Retention values were evaluated following guidance within Table 1 of BS5837 – ‘Cascade Chart for Tree Quality Assessment.’ This specifies four main categories.

1. *CAT A – Trees of high quality with an estimated remaining life expectancy of at least 40 years whereby they could make a substantial long-term contribution to the area.*
2. *CAT B – Trees of moderate quality with an estimated remaining life expectancy of at least 20 years that are still of sufficient quality to make a substantial contribution to the area.*
3. *CAT C – Trees of low quality with an estimated remaining life expectancy of at least 10 years or young trees with a stem diameter below 150mm. All items within this category could be retained but would not be expected to impose a significant constraint on development.*
4. *CAT U – Trees in such a condition that they cannot be realistically retained as living trees in the context of the current land use for longer than 10 years. They may however have existing or potential conservation value, which it might be desirable to preserve.*

Preliminary management recommendations may be indicated. Proposals will however, if necessary, be discussed further in the following sections where considered appropriate and necessary to promote tree health and viability and maintain an acceptable level of safety in respect of existing site conditions and the knowledge that some construction is proposed.

It should be noted that the BS5837 is the only nationally recognised document which provides guidance and recommendations on the relationship between trees and design, demolition and construction processes. It expects that appropriately qualified and experienced persons will be entrusted with the execution of its provisions.

The British Standard does not provide specific distances for any trees in relation to structures (other than for new plantings and potential damage from incremental growth) and whilst it may recommend that no construction should occur within the expected root protection areas of retained trees (the default position), the Standards provide detailed guidance on how construction could occur if all appropriate factors and methodologies can be addressed.

They clearly expect that an informed, qualified and experienced person applies due consideration to all issues to achieve a satisfactory design appropriate for any particular site and the identified constraints.

General Description of Site and Surroundings

The site and surroundings have been described within other submissions.

[REDACTED]
[REDACTED]
[REDACTED]

In respect of arboricultural issues, 2 trees have been identified at the front of the property for which advice has been sought by the LPA.

Both trees exist along the front boundary to Hawshaw Lane and which are currently within the curtilage of No. 102. Upon division of the land, the Sycamore T2 will remain within the curtilage of 102 and the beech will exist within that of 102A.

Both trees are however within influencing distance of the drive construction and are therefore appropriately considered.

Soils within the area and / or the site have not been analysed however, the successful establishment of trees within the area plus managed grass indicate soils are probably within the neutral to acid range and not waterlogged. The size and growth rates of the general tree population also suggest that soils are reasonably fertile and the local microclimates relatively mild and / or sheltered.

Description of Proposed Development.

Again, all such issues have been fully addressed in associated submissions.

The proposal is to construct a new access to the proposed development between the two trees which, will be within their expected root protection areas.

The new dwelling will then be constructed parallel to the western gable of 102, all of which will be outside any expected root protection areas.

Construction access will be across the new access route and as such the surfacing has been designed to ensure protection to the two trees and their rooting environment all in accordance with Arboricultural Association Guidance Note 12, The Use of Cellular Confinement Systems Near Trees: A Guide to Good Practice.

Designation Relating to Trees

It is understood that neither of the trees are protected by a Tree Preservation Order or are within a local Conservation Area .

The potential effect of construction on trees whether statutorily protected or not is however a material consideration that is taken into account in dealing with planning applications.

Even should items be afforded statutory protection, such orders impose no duty on the owners of the trees affected to carry out pruning or other maintenance, either to any particular standard or at all.

This must be a matter for the owners' discretion, subject to the duties laid upon him or her by the common law. If a local authority wishes to encourage such works to be carried out, it must do so by permission, through the offer of grants or possibly by the imposition of conditions on consents.

[REDACTED]

[REDACTED]

[REDACTED]

Current Situation

The trees identified exist in comparatively close proximity to the footway and highway and as such have been managed to ensure acceptable levels of safety.

They do extend across the existing garden area to No. 102 but being to the north of the garden create minimal shade and have no significant impacts upon the property.

Basic management appears to have been implemented over recent years to avoid restrictions to access.

The presence of any trees in boundary locations and their owner's obligation to third parties may generate additional management requirements.

The location of the trees and their spacings has created an acceptable environment with good sunlight availability.

Implications of Development

1. Direct Loss of Trees.

To physically construct the proposed access and structure no items will require removal:

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

There will therefore be no impacts upon the visual amenities currently afforded to the local environment when viewed from public areas outside the site.

2. Indirect Loss of Trees

There will be no indirect losses of trees due to the proposed construction.

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

[REDACTED]
[REDACTED]
[REDACTED]

There will therefore be no impacts upon the visual amenities currently afforded to the local environment when viewed from public areas outside the site.

3. Indirect impacts on Trees due to Construction.

In respect of the proposed construction, it is reasonable to consider that there could be potential impacts on the retained trees identified;

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	T1 & T2	2 trees
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

Any potential impacts can however be readily mitigated by utilising appropriate methodologies, construction materials and accepted techniques all of which can be readily conditioned and enforced by the Local Authority and implemented by the developer.

Discussion.

Any submitted Statement to identify the methodologies for the construction would be expected to follow guidance within BS5837:2012 Trees in relation to design, demolition and construction – Recommendations Section 7.4.2. et al.

- With the new access being formed between the two boundary trees and across their expected root protection areas, a 3D cellular confinement system will be required to be formed as indicated on the Tree Protection Plan to avoid damage to the root systems and soil structure.
- The surfacing will be laid as part of the primary construction works.
- No changes to soil levels will be required or excavations that could potentially damage rooting material.
- Any surface vegetation will be lightly scraped off manually to expose a clean existing subgrade upon which will be laid a base Geotextile membrane. This in turn will be covered with the HDPE geocell filled with aggregate over which will be laid a separation geotextile topped with porous / permeable wearing course.
- Due to construction being required across the surfacing, a sacrificial layer of wearing course will be laid over a further geotextile membrane all of which can be readily removed upon completion of the construction to leave a clean and undamaged surface.

[REDACTED]
[REDACTED]
[REDACTED]

- All such actions are totally in accordance with recommendations within BS5837:2012 Trees in relation to design, demolition and construction - Recommendations and those within Arboricultural Association Guidance Note 12, The Use of Cellular Confinement Systems Near Trees: A Guide to Good Practice.
- Drainage routes may be required within the root protection areas but advice is currently being sought as to whether alternative systems can be installed. If required drainage routes can be manually excavated within the root protection areas prior to the surfacing being installed all in accordance with BS5837:2012 or the NJUG publication Volume 4 – Guidelines for the Planning, Installation and Maintenance of utility Apparatus in Proximity to Trees – 2007.
- All other services can be readily installed so as to avoid root protection areas and / or linked back into the services provided to 102.
- Site cabins / welfare units can be readily installed on the new surfaced area if required.
- Storage areas can be readily achieved outside any expected root protection areas. However, due to the scale of the build, manual delivery of materials etc., no major storage requirements would be expected.

By appropriately considering retained trees and utilising appropriate technology and methodologies any potential tree damage/disturbance can be avoided so as to maintain an attractive visual amenity.

4. Management of Trees - Arboricultural Recommendations.

When indicated, removal of trees for arboricultural purposes is to fell poor quality material of limited potential and promote quality of retained stock. Replanting is usually recommended unless existing stock would effectively prevent establishment. Such proposals are considered as positive pro-active recommendations but, if for whatever reason retention is sought by other parties, consideration would always be given to alternative options.

Recommendations may also be made within the Tree Survey or similar for basic remedial pruning to improve form and balance, remove dead wood and general promote health and viability. Such works are recommended regardless of development proposals but may be incorporated within the management of the site should development proceed.

Construction Methodology / Arboricultural Method Statement.

An Arboricultural Method Statement may be conditioned to any approval for construction within the site.

Such a document as detailed in BS5837:2012 Trees in relation to design, demolition and construction - Recommendations would not be appropriate to the proposals where typically the following issues are addressed:

- Protection to all retained trees before construction commences.

[REDACTED]
[REDACTED]
[REDACTED]

- A draft Arboricultural Method Statement is appended to indicate that all issues have been considered and can be readily and appropriately implemented.

Proximity of Trees to Structures.

Due to the proposed layout, location of the trees to the north of the site and their sizes, shadow patterns are not relevant.

In respect of proximity of trees to the proposals, it is possible that at some time in the future incremental growths may necessitate management. Such issues are not uncommon and can readily occur in any urban environment containing trees. Cyclical pruning could however be readily implemented and if such actions incorporated directional pruning techniques, repeated operations could be minimised thereby maintaining an acceptable juxtaposition.

In consideration of the foregoing assessments, it is considered that there will be no significant impacts caused to retained trees by the proximity of the structure or vice versa thereby ensuring that there are no impacts upon the visual amenity provided by trees when viewed from public areas outside the site.

[REDACTED]
[REDACTED]
[REDACTED]

Services

All such issues have been previously discussed and no conflicts would be expected.

Post Construction

Should construction proceed, any retained trees will be continue to be managed to create acceptable levels of safety. Such actions will also promote tree health and viability and will maximise the potential of the treescape.

Some items may be lost in the future as would occur in any urban environment due for example to age, disease, suppression or proposed management, replanting would be encouraged.

It is reasonable to conclude therefore that as a result of the proposed construction there would be no appreciable post development pressure to undertake either inappropriate or undesirable tree works to the detriment of the visual amenity currently afforded from public areas outside the site.

It is therefore considered that any post development pressures would have a negligible to moderately beneficial impact.

Conclusions

From the foregoing information it can be reasonably concluded that no trees are required to be removed to permit construction. It is considered therefore that there will be no impacts upon the local visual amenity.

Various items in proximity of the access construction have correctly been identified as being at risk from impacts but, it has been indicated that with appropriate methodologies and site management any risks will be insignificant and an acceptable juxtaposition achieved.

All operations may be controlled by the implementation of a detailed Arboricultural Method Statement conditioned to an approval.

The design and layout of the proposals has considered all arboricultural issues and will permit the construction to proceed without conflict with retained trees. The juxtaposition of the structure to trees will also ensure there is adequate sunlight availability, the need for regular pruning regimes can be avoided, acceptably spacious and attractive environments can be maintained and seasonal nuisances minimised.

Any services can be connected and / or installed so as to avoid impacts upon retained trees or damage or disturbance to rooting environments.

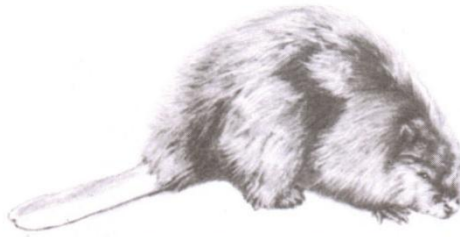
Post construction impacts have been considered which indicate that the treescape will continue to be positively managed resulting in improved health and viability to the overall treescape.

[REDACTED]
[REDACTED]
[REDACTED]

It is reasonable to conclude therefore that in respect of arboricultural issues should the proposed construction proceed there is likely to be a minor beneficial impact to the future viability of the existing treescape.

Iain Tavendale F.Arbor.A
July 2025.

[REDACTED]
[REDACTED]
[REDACTED]



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

PROPOSED RESIDENTIAL DEVELOPMENT ON LAND
ADJACENT TO,
102 HAWSHAW LANE, HOYLAND.

METHOD STATEMENT

METHOD STATEMENT FOR PROTECTION OF TREES DURING DEVELOPMENT

ABOUT THE METHOD STATEMENT

This method statement has been prepared to ensure that the trees indicated for retention are properly protected throughout the development of the site, and continue to represent a visual amenity in the future. It is intended to instruct all contractors on methods which will help to avoid damage to the trees.

The method statement recommends all development within influencing distance of trees is to BS5837:2012 Trees in Relation to Design, Demolition and Construction – Recommendations. Any pruning works must be to BS3998:2010 Tree Work - Recommendations and be undertaken by an approved arboricultural contractor. Any development affecting trees must be supervised by an approved arboricultural consultant - the Project Arboriculturalist.

Note: In accordance with Annex B - Trees & the planning system Table B1 (BS5837) This Method Statement is provided as additional information to the Local Authority and identifies further details that the Authority might reasonably seek in a Planning Application when any construction is proposed within (or close to) the root protection areas of retained trees. **The Standards advise that a detailed Arboricultural Method Statement would be expected as part of the Reserved Matters / Planning Conditions.**

GUIDELINES FOR FILLING IN THE METHOD STATEMENT

The method statement identifies: the order in which works are undertaken and the roles of various people involved; the contacts and others responsible for protection of trees; relevant plans and approvals; detailed methods of tree protection and details for monitoring site supervision.

The following information is submitted with this Statement or has been submitted as part of the application bundle:

- Proposed site layout drawing
- Arboricultural Impact Assessment
- Tree Protection Plan.
- Sheet for monitoring site supervision.

This method statement has been prepared in respect of planning conditions that may be attached to the approved development. Failure to adhere to agreed methods for development may result in a Breach of Condition Notice being served.

2.

METHOD STATEMENT

The people listed below are those with a responsibility for tree protection on the site and from the Local Authority. The relevant people should be contacted in the event of a problem.

SITE NAME	Land adjacent to 102 Hawshaw Lane, Hoyland.
------------------	---

CONTRACTOR	TBC
-------------------	------------

ADDRESS	TBC
----------------	------------

TELEPHONE NUMBER	TBC
-------------------------	------------

APPLICATION NUMBER	TBC
---------------------------	------------

PLANNING CONDITION NUMBER	TBC
----------------------------------	------------

AGREEMENT TO PROTECT TREES

The Contractor has agreed to undertake tree protection to the standard advised in the method statement.

PROTECTED AREA

The trees are protected within fencing erected as identified in the attached notes. To avoid damage, **the following points MUST apply within the protected area:**

1. No material should be stored.
2. No cement, diesel or oil should be stored.
3. No vehicles should pass or be parked.
4. No ropes, cables, services or notice boards should be fixed to existing trees.
5. No levels should be changed.
6. No fires should be started with 5m of the protected area.
7. No services should be laid without prior approval and proper supervision.

METHOD STATEMENT

ORDER OF WORKS

	WORKS TO BE UNDERTAKEN	DATE APPROVED	ACTIONS BY
1	Method statement received and approved by Local Authority		Contractor Local Authority Landscape Officer.
2	Protective fencing erected as indicated on the Tree Protection Plan. To be retained for the duration of the construction works.		Contractor.
3	Seven days written notice to be provided to LPA of completion of fencing and photographic evidence provided for consideration. Written notice to include confirmation of written appointment of Project Arboriculturalist.		Contractor Project Arboriculturalist.
4	Fencing approved by Local Authority Landscape Officer.		Local Authority Landscape Officer
5	Site (Toolbox) meeting to go through Method Statement and ensure that all parties are fully conversant with all procedures and methodologies, clarify any queries and establish contacts.		Contractor, Local Authority Landscape Officer, Project Arboriculturalist & Architect.
6	Surface vegetation removed and surfacing laid in accordance with Arboricultural Impact Assessment, Tree Protection Plan and guidance within Arboricultural Association Guidance Note 12, The Use of Cellular Confinement Systems Near Trees: A Guide to Good Practice.		Contractor Project Arboriculturalist
7	Surfacing surcharged with sacrificial layer to avoid damage during construction.		Contractor
8	Site cabins / welfare units installed.		Contractor.
9	Main development commences.		Contractor
10	Fencing monitored on a weekly basis, record sheet completed and any repairs adjustments to fencing completed to full specification.		Contractor
11	Project Arboriculturalist to formally inspect site every two months. Report to be submitted to the LPA at each intervention.		Project Arboriculturalist

12	Consultant or Local Authority Landscape Officer to be contacted should any problems/complications arise. Work in vicinity of trees to cease until issues are resolved and agreed works confirmed to Local Planning Authority.		Project Arboriculturalist Local Authority Landscape Officer Contractor
13	If encroachment within the protected rootzone is required for whatever purpose, access <u>may</u> be permitted subject to as suitable methodology being submitted and approved by the LPA.		Project Arboriculturalist Local Authority Landscape Officer Contractor
14	When major construction works are completed and heavy machinery removed from site, Tree Protection Fencing can be removed.		Project Arboriculturalist Contractor.
15	Surcharged material removed from 3D cellular containment surfacing to expose finished surface.		
16	Site resurveyed once development approaches completion, any necessary tree works identified		Project Arboriculturalist
17	If necessary application submitted to Local Authority for consent for any additional works, and agreement obtained.		Project Arboriculturalist Local Authority Landscape Officer
18	Tree works undertaken.		Arb Contractor
19	When finishing works completed, site cabins / welfare units to be removed.		Contractor.
20	Any landscaping works to be implemented.		Landscape Contractor
21	Final site inspection.		Contractor Local Authority Landscape Officer Project Arboriculturalist

4.

METHOD STATEMENT

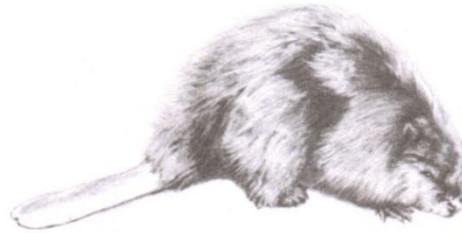
CONTACTS

POSITION	NAME	ADDRESS	TELEPHONE NO.
Contractor	TBC		
Site Manager	TBA		
Project Arboriculturalist	Iain Tavendale	<div></div> <div></div>	<div></div>
Arboricultural Contractor	TBA		
Local Authority Tree Officer	Edward Jowett	Barnsley Council	01226 772557
Landscape Contractor.	TBA		

Method Statement Monitoring Form.

Land adjacent to 102 Hawshaw Lane, Hoyland.

[illegible]



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES ON LAND ADJACENT TO 102 HAWSHAW LANE, HOYLAND.

Issued to: *Iain Jones.*

25 June 2025

Prepared by: *Iain Tavendale F.Arbor.A*

[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]

Phone

[Redacted]

Email :

[Redacted]

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.

The report does not provide a full health and safety inspection of the trees surveyed. It is not a Tree Hazard Assessment that is specific to minimising the risks and liabilities associated with trees.

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 declineTrees 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 Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</i></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	Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)	See Table 2
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	Trees with material conservation or other cultural value	See Table 2
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 with no material conservation or other cultural value	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 / m's
1	Beech	20m	720	N: 6.8m E: 9.1m S: 7.7m W: 7.2m	4.5m	4.5mE	Mature	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present..Monitor.	20+	B2	234.55	8.64
2	Sycamore	20m	700	N: 4.6m E: 6.6m S: 6.3m W: 6.3m	4.2m	4.2mW	Mature	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present..Monitor.	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.

Lawshaw Lane



Site Plan