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ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT
WAKEFIELD ROAD, MAPPLEWELL

Issued to:

J R P Associates

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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	- 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 <i>NOTE Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</i>			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
T1	Hawthorn	9	375	N E S W	3.8 3 3.5 4.2	2	1S	M	F	In hedgerow, questionable ownership. Reasonable vitality. Minor dead wood etc and tangled canopy all typical of species. Possibly part of original hedgerow.	No action at present. Monitor.	20	B1	63.63	4.5
T1A	Cherry x 9	7.5	175	N E S W	3.2 3.1 2.2 2.9	1.5	1.7W	EM	F	Was multi stemmed from ground level but only two stems remaining and both partially cut through and effectively destroyed.	Fell and implement new landscaping.	0	U	13.86	2.1
T2	Goat Willow	8	1000 Est	N E S W	7 7 7 7	0		OM	F	Multi stemmed from ground level with main stems appearing to be breaking apart in predictably classic manner. Short life expectancy species. Other acute included bark unions. Low vitality. Minor dead wood, old branch stumps etc. Limited potential. Some low branches to west partially removed.	Fell and implement new landscaping.	0/ 10	U	452.45	12
T3	Silver Birch	10.5	200	N E S W	2.8 2.7 3.2 3	1.5	2.5W	EM	F	No obvious physical defects other than minor dead wood etc of minimal significance at present. Other minor ornamental adjacent to form part of extended garden environment.	Remove or retain in accordance with development proposals.	10	C2	18.10	2.4
T4	Weeping Willow									Felled.					

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T5	Sycamore	13	550	N E S W	6 6.2 5.5 6	5	2.5NW	M	F	Possibly off site tree. Barbed wire embedded in trunk. Decurrent form. Possibly topped @ 3m in distant past. Reasonable vitality. Minor dead wood, etc.	No action at present. Monitor.	20	B2	136.87	6.6
T5A	Goat Willow	8.5	375	N E S W	4.8 5.4 5.1 4.7	1		OM	F	Multi stemmed from ground level indicative of old coppice material. Typical weak forks / poor attachments. Potential only if regularly recut. Unsuitable material for retention within residential development.	Fell and implement new landscaping.	0/10	U	63.63	4.5
G1	Cherry x 9	9.5	250	N E S W	5.4	1.5		EM	F	Small, probably self set group. Frequently multi stemmed with some sections having been felled or topped, presumably to abate nuisance to neighbours. Reasonable vitality. Minor defects typical of species. Max dimensions for group.	Remove or retain in accordance with development proposals.	10	C2	18.10	2.4
G1A	Goat Willow and 1 Silver Birch	7	75	N E S W	4	0		Y/EM	F	Small, probably self set group. Frequently multi stemmed with some sections having been felled or topped, presumably to abate nuisance to neighbours. Reasonable vitality. Minor defects typical of species. Max dimensions for group.	Remove or retain in accordance with development proposals.	10	C2	2.55	0.9

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G2	Goat Willow	11	100	N E S W	4	0		EM	F	Coppice type/self set scrub material of minimum value &/or potential. 1 Birch present.	Remove or retain in accordance with development proposals.	10	C2	4.52	1.2
G3	Predominantly Willow	13	250	N E S W	6	0		EM	F/ P	All scrub/self set type material developing from coppice, fallen stems, suckers etc. Very limited access, some reasonable vitality but all short life expectancy species beyond any normal management. Stem dia. average for group - max 750mm - multi stemmed , partially collapsed item on boundary, close to existing properties. Minor other scrub present.	Preferable to clear fell and replant secure boundary landscape feature.	0/ 10	U	91.62	5.4
G4	Predominantly Goat Willow and Silver Birch	10.5	150	N E S W	3.5	0		EM	F	Self set material. All very close spacings. Reasonable vitality. Limited potential in unmanaged form. Some items now close to overhead power lines.	Would only develop if detailed management was implemented which in current situation is unlikely. Preferable to fell and implement new landscaping as part of possible development.	10	C2	1.13	0.6
H1	Hawthorn	2 Max	100	N E S W	0.5	0		EM	F	Predominantly well clipped/managed feature. Some gaps and height variation according to householders preferences.	Continue current management regime.	20	C2	4.52	1.2

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
H1A	Hawthorn	6.5	175	N E S W	3.5	0		M	F	Short linear feature indicative of remnant hedge. Unmanaged. Reasonable vitality, typical tangled canopies.	Remove or retain in accordance with development proposals.	20	C2	13.86	2.1
H2	Predominantly Hawthorn	7	200	N E S W	3.5	1		M/OM	F/ P	Old hedgerow feature. Comparatively poor with some stem degeneration from past management. Probably tolerant of reduction/laying to create more secure feature if required. Layered in past.	Reduce too manageable height/layer and retain as useful/secure site boundary.	10	C2	18.10	2.4
H3	Predominantly Thorn	5 Avg	150 Est Avg	N E S W	2.5 Max	0		M	F	Relatively continuous feature, reasonable vitality but declining @ Southwest end. Species tolerant of hard pruning/management if required. Has been minimally managed in past. 1 Ash sapling present. Ditch adjacent to eastern edge - virtually obscured.	Remove or retain in accordance with development proposals. If retained reduce to manageable size and maintain.	20	C2	10.18	1.8
H4	Predominantly Thorn	5 Avg	150 Est Avg	N E S W	3	0		M	F	Relatively continuous feature, reasonable vitality. Species tolerant of hard pruning/management if required. Has been minimally managed in past.	Remove or retain in accordance with development proposals. If retained reduce to manageable size and monitor.	20	C2	10.18	1.8
H5	Predominantly Thorn	5	100 Est Avg	N E S W	2	0		M	F	Reasonable vitality. Has been minimally managed in past. Minor dead wood, old branch stumps etc all typical of species. Frequently multi stemmed.	Remove or retain in accordance with development proposals. If retained reduce to manageable size and monitor.	20	C2	4.52	1.2

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
H6	Thorn and Elder	6 Max	300 Est Avg	N E S W	3	0		M/OM	F/ P	Remnant field boundary feature. Various gaps with Elder collapsing. Reclaimable with considerable care and effort.	Remove or retain in accordance with development proposals. If retained remove Elder, reduce or layer, infill gaps and create new and secure feature.	10	C2	40.72	3.6
H7	Predominantly Thorn	6 Avg	300 Est Avg	N E S W	2	0		M	F	Relatively continuous feature to highway boundary. Some minor gaps and reduction in vitality, but very manageable. Minor defects typical of species.	Remove or retain in accordance with development proposals. If retained reduce to manageable size and monitor.	20	C2	40.72	3.6
H8	Predominantly Thorn	2 Avg	100 Est Avg	N E S W	0.75	0		M	F	Boundary feature to existing residential properties. Variously maintained to suit homeowners requirements.	No action at present. Monitor.	10	C2	4.52	1.2
A1	Mixed Deciduous	5	125	N E S W	2.5	0.5		Y/EM	F	Self set, predominantly primary inhabitants of waste land: Birch, Willow etc. All young, mutually suppressed &/or could be readily replaced in any new, formal, landscaping scheme should development proceed.	Remove or retain in accordance with development proposals.	20	C2	7.07	1.5

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
A2	Mixed Deciduous	8	150	N E S W	3	0.5		Y/EM	F	Predominantly Silver Birch and Goat Willow - all primary inhabitants of waste ground. Tight spacings mutually suppressed, minimal potential without management. Could be readily replaced in any new, formal, landscaping scheme should development proceed. Access becoming increasingly restricted by growth of all Max dimensions for group.	Remove or retain in accordance with development proposals.	20	C2	4.52	1.2
A2A	Mixed Deciduous	1.5	75	N E S W	1	0		Y	F/P	Area now virtually devoid of any woody material for whatever reasons, possibly by historic browsing of horses.	Preferable to treat as clear and implement any landscaping as becomes required.	0/10	U	2.55	0.9
A3	Mixed Deciduous	6.5	300	N E S W	1	0.5		EM	F	Loosely spaced area of self set Sycamore and a few remnant Thorn etc. Thorn now extensively cropped by ponies and area becoming increasingly bare. of generally low quality/poor form. Limited potential, low quality.	Remove. Minimal value and / or potential. Preferable to clear fell and landscape as required.	10	U	4.52	1.2

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.