



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT
LAMBS LANE, FYLDE

Issued to:

WAINHOMES

6th May 2014

& 9th October 2014

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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)

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.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
				N	E									
T1	Ash	11	400	N	5.4	2.5	M	F	Off site. Some dimensions estimated.	Undertake remedial pruning to any overhanging sections to maximise access and health and safety.	20	B2	72.39	4.8
			E	Over Site										
T2	Sycamore	11	500	N	6	3	M	F	Off site. Some dimensions estimated. Stem divides into multiple attachments at 1m with acute included bark unions. Low canopy over highway.	Undertake remedial pruning to any overhanging sections to maximise access and health and safety.	20	B2	113.11	6
			E	Over Site										
T3	Ash	10	525	N	6.4	2	M	F	Multi stemmed coppice type material from old hedgerow management. Weak basal forks. Main stem biased to east with long scaffold limb and evidence of torsional cracking. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Early ivy cover.	Preferable to remove and improve hedge if feature can be retained.	10	C2	124.71	6.3
			E	9.2										
			S	5.8										
			W	5.5										
T4	Sycamore	6	150	N	2	1.5	Y/ EM	F	No obvious physical defects other than minor dead wood etc of minimal significance at present. Base obscured. Relatively low vitality for a tree of this size and age as indicated by small leaf size and annual shoot extension.	Remove or retain in accordance with development proposals. Can be readily replaced.	10	C2	10.18	1.8
			E	2										
			S	2										
			W	2										

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
				N	E									
T5	Sycamore	11	400 Est	N E S W	3.2 4 3.5 4	3	EM	F	Off site. Dimensions estimated. Multi stemmed from 1.5m indicative of past topping, all with included bark unions. Reasonable vitality.	No action at present. Monitor.	10	C2	72.39	4.8
T6	Sycamore	13.5	650	N E S W	5.8 6.6 5.8 3.5	3	M/ OM	P	Low vitality. Biased over highway. Major basal decay to east. Minimum safe useful life expectancy.	Fell.	0/ 10	U	191.16	7.8
T7	Willow	8	400	N E S W	5.3 5.1 5.6 5.3	2	OM	F	Partially collapsed item that has reformed canopy. Branch unions poor with historic damage - collapse foreseeable in totally predictable manner. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Elder adjacent.	Fell and replant. Unsuitable specimens should development proceed.	10	C2	72.39	4.8
T8	Sycamore	10	800	N E S W	5.5 7.3 5.4 6.5	3	OM	P	Major basal decay - hollow and failure readily foreseeable in whole or part during severe weather. Low vitality but probably reasonable for exposed environment. Minor dead wood and old branch stumps, all typical of species. Very limited safe useful life expectancy.	Fell and replant. Unsuitable specimens should development proceed.	0/ 10	U	289.57	9.6
T9	Sycamore	10	550	N E S W	5 4.4 5.4 4.7	3	M	F	Hedgerow item. Exposed roots. Stem bifurcates at 1m with acute included bark union and trapped Hawthorn stem. Low vitality but probably reasonable for exposed environment. Minor dead wood and old branch stumps, all typical of species.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10+	C2	136.87	6.6

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
				N	E									
T10	Sycamore	10	650	N E S W	4.1 5.5 5.7 4.4	3	OM	P	Very poor, major die back and decline. No safe useful life expectancy.	Fell.	0	U	191.16	7.8
T11	Ash	8.5	325	N E S W	3 5.5 5 3	3	EM	F	Coppice material that has presumably originated from hedgerow management practices. Relatively low vitality. Poor fork structures at ground level. Minimum value/potential unless in continually coppiced form.	Preferable to fell and if hedge retained, introduce new 'Standards' to recreate traditional field boundary.	10	C2	47.79	3.9
T12	Ash	8.5	425	N E S W	3 5 3.5 4	2	OM	P	Major die back and decline. Ivy clad. No safe useful life expectancy.	Fell.	0	U	81.72	5.1
H1	Hawthorn	4	300 Est Max	N E S W	3.5	0	M	F	Reasonably continuous feature adjacent to old drainage ditch. Occasionally double feature to either side of ditch. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Has been layered in past - species tolerant of hard pruning. Reclaimable. Minor gaps could be replanted.	If retained either reduce top and faces to manageable size or layer, replant gaps and create a traditional field boundary feature.	20	B2	40.72	3.6
H2	Predominantly Hawthorn	4	300 Est Max	N E S W	3	0	M/ OM	F	Similar to H1 - slightly gappy, some poor/dead items. Reclaimable with detailed input.	If retained either reduce top and faces to manageable size or layer, replant gaps and create a traditional field boundary feature.	10+	C2	40.72	3.6

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's			
				N	E										S	W	
H3	Predominantly Hawthorn	3	200 Est	N	E	S	W	3	0	M	F	Access very restricted. Relatively continuous feature. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Species tolerant of hard pruning, reclaimable if required.	If retained either reduce top and faces to manageable size or layer, replant gaps and create a traditional field boundary feature.	20	B2	18.10	2.4
H4	Predominantly Hawthorn	6	200	N	E	S	W	3.5 Over Site	1	M	F	Off site. Reasonable vitality.	Cut back to site boundary to maximise access and create secure and entire boundary screen feature.	20	B2	18.10	2.4
H5	Hawthorn (Predominantly)	1.8	100	N	E	S	W	1	0	M	F	Well clipped top and face to highway. Face to field neglected but very reclaimable. Reasonable vitality.	Manage as appropriate for site conditions.	20	C2	4.52	1.2
H6	Hazel, Sloe, Hawthorn	4 Max	250 Max	N	E	S	W	2	0	M	F	Gappy hedgerow to field and ditch boundary. Well managed in past, ignored more recently. Species generally tolerant of hard pruning. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species.	If retained, either reduce top and faces to manageable size or layer, replant any gaps and recreate a traditional managed boundary feature.	20	B2	28.28	3

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
				N	E									
H7	Hawthorn, Holly, Oak and Conifers	6	75	N	E	1	0	Y/EM	F	Semi managed informal and formal (conifers) plantings to boundary. Some layering in past. Reasonable vitality. Potential with management.	20	C2	2.55	0.9
H8	Predominantly Hawthorn	2	75	N	E	0.4	0	EM	F	Reasonably well clipped boundary feature.	10	C2	2.55	0.9
H9	Predominantly Hawthorn	2	150	N	E	0.75	0	M	F	Reasonably well clipped boundary feature. Has been layered in past.	10	C2	10.18	1.8
H10	Hawthorn	4.5	250	N	E	3	1	OM	P	Remnant feature in poor/dying condition. Minimum value and/or potential.	0/10	U	28.28	3
H11	Hawthorn	4.5	300	N	E	3.5	1.5	M/OM	F	Has been layered in past but unmanaged in recent times. Browsing stock has removed all lower foliage and branch work. Gappy. Some potential with very detailed management.	10+	C2	40.72	3.6

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
H12	Predominantly Hawthorn	4	150	N E S W	2	1	M	F	Similar to H6 but has more lower foliage to north due to presence of watercourse.	If retained, either reduce top and faces to manageable size or layer, replant any gaps and recreate a traditional managed boundary feature.	10+	C2	10.18	1.8
H13	Predominantly Hawthorn	3.5	200	N E S W	2	0.5	M	F	Gappy, remnant hedgerow feature. Relatively low vitality. At northern end wraps around tipping area with some Elder present with spoil frequently against trunks. Minimum value and/or potential.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	0/ 10	U	18.10	2.4
H14	Hawthorn and Sloe	1.5	75	N E S W	0.4	0	EM	F	Reasonably well clipped boundary feature.	Continue normal management regime.	10+	C2	2.55	0.9
G1	Blackthorn	3	75	N E S W	1.5	0	EM	F	Dense thicket beyond any level of reasonable management. Reasonable vitality. Access into vegetation totally restricted.	Remove or retain in accordance with development proposals.	20	C2	2.55	0.9
G2	Hawthorn and Goat Willow	3.5	250	N E S W	3.5	0	M/ OM	F	Scrub type material. Possibly remnant feature of old hedgerow. Could be managed to create initial framework to extension of H2 if required.	Remove or retain in accordance with development proposals. If retained as boundary feature, incorporate into H2.	10	C2	28.28	3

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread	H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
G3	Goat Willow and Alder	6	300	N E S W 3.5	0	M/ OM	F	Scrub type material growing adjacent to drainage ditch. Not really hedging material but could be managed as new hedge framework. Access restricted.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning to maximise future potential and consider possible access requirements to maintain ditch.	10+	C2	40.72	3.6
G4	Lime, Birch, Cypress, Sycamore, Aspen, Cherry, Ash	15 Max	500 Avg Est	N E S W 7.5 Over Site	1.5	EM/ M	F	All off site behind fence panels - inspection restricted. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Overhanging canopies could be managed. Relatively continuous feature.	Undertake remedial pruning to facilitate access, improve light availability and maximise health and safety.	20	B2	113.11	6
G5	Alder, Sycamore, Thorn	8	350	N E S W 4	0	EM/ M	F	Access totally restricted. From views available all appears as remnant hedgerow material, frequently multi stemmed from past management. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Buildings in very close proximity. All dimensions estimated.	Assess when buildings removed and ground remediation implemented. May be possible to keep some boundary feature and standards.	10+ (?)	C2 (?)	55.42	4.2

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
				N	E									
G6	Mixed Deciduous and Conifer	10 Max	300 Max	N	2	1.5	EM/M	F	Various ornamental/semi ornamental trees and shrubs growing in rear gardens of existing properties. Substantial growth not expected due to limited existing garden areas. Reasonable vitality.	Undertake remedial pruning where necessary to maximise access to boundary. Cut back to site boundary to maximise access and create secure and entire boundary screen feature.	10+	C2	40.72	3.6
G7	Horse Chestnut, Willow, Silver Birch, Ash and Shrubs.	8	150	N	2.5	1	Y/EM	F	All growing within small, existing garden environment and already being pruned/cut back to abate nuisance. Reasonable vitality but would never be expected to achieve major/significant status.	No action at present. Monitor.	10	C2	10.18	1.8
G8	Predominantly Ash	8	250	N	4	2	EM	F	All decurrent form. Various occluded & partially occluded pruning wounds present from past crown lifting. Basal damage frequently evident from grass maintenance equipment. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species.	No action at present. Monitor.	20	B2	28.28	3
G9	Predominantly Sycamore	15	650 Max	N	5.5	1	M/OM	F/P	Main items are Sycamore - either multi stemmed or topped items with major basal decay and degeneration. Forms green mass with Thorn and Elder remnant hedging but all of minimum value and/or potential. Low canopies extending over highway.	Minimum value and/or potential. Preferable to fell and replant new boundary feature.	10 Max	U	191.16	7.8

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
				N	E									
G10	Aspen	10	325 Max	N E S W	5.4 Max	2	EM/ M	F	1 single item - relatively mature. Topped in past as part of hedge management and 1 coppice group. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Not most desirable species within residential environment.	Preferable to remove and improve hedge if feature can be retained.	10	C2	47.79	3.9
G11	Sycamore, Goat Willow, Aspen	9.5	400 Max	N E S W	5.9 Max	2	M	F	Group of old hedgerow material that appears to have been topped/coppiced in past but now grown out. Poor forms, various defects. All of limited potential and generally inappropriate to be retained within residential environment.	Preferable to remove and improve hedge if feature can be retained.	10	C2	72.39	4.8
G12	Sycamore	10	550 Max	N E S W	3 Over Site	3	M/ OM	F/ P	All in hedgerow - some multi stemmed but basal habits indicate repeated historic management. Very low vitality. Poor form. Die back, decay and damage evident throughout. Limited potential.	Preferable to fell and if hedgerow is retained introduce new 'Standards' to recreate traditional field boundary.	0/ 10	U	136.87	6.6
G13	Sycamore	11	475	N E S W	6 6.8 6 6	3	M	F	Two trees growing in very close proximity creating one canopy. Item to east has acute included bark union near ground level - classic failure point for species. Both have mutually suppressed canopies. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Wall adjacent - partially collapsed.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10+	C2	102.08	5.7

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's	
				N	E										S
G14	Sycamore and 1 Pear	11 Max	475 Max	N	E	5.8 Max	2	M	F/P	Frequently multi stemmed indicative of past coppicing or similar. Vitality frequently reduced due to age, proximity to highway or location on banking. All mutually suppressed. Fencing nailed to roadside trees. Limited potential. Some visual amenity value.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10	C2	102.08	5.7
A1	Ash, Sycamore, Shrubs and Hedging	13 Max	700 Max Est	N	E	4 Over Site Max	3	M	F	Trees set back from boundary in garden environment and pond. Shrubs closer to boundary. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Inspection limited due to inaccessibility.	No action at present. Monitor.	20	B2	221.70	8.4
A2	Predominantly Sycamore	13 Max	200 Avg Est	N	E	3 Over Site	1.5	EM	F	To either side of watercourse. Presumably self-set. Some items topped to abate nuisance to neighbours. Often multi stemmed indicating past coppicing. All restrict access to watercourse if access required. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species.	Consider drainage management requirements. If can be retained undertake remedial pruning and monitor.	10	C2	18.10	2.4

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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.