

IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

Arboricultural Impact Assessment

Site;

Proposed Residential Development;

Wildhouse Court, Wildhouse Lane,

Milnrow.

Client:

Mike & Christine Morris.

Tree Survey and Methodology

A full tree survey of the site was undertaken on the 7th June 2021 all in accordance with BS5837:2012 Trees in Relation to Design, Demolition and Construction - Recommendations.

A detailed topographical survey drawing had also been prepared upon which all relevant tree survey information has been imported to produce the Tree Survey Drawings / Tree Constraints and a Tree Protection Plan.

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 has been noted in the survey schedule. No aerial inspections or invasive probing 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.*

Management recommendations have been indicated 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 development is proposed.

General Description of Site and Surroundings

The site and surroundings have been described in detail within other submissions.

In respect of arboricultural issues, the only items identified of any significance exist to the northern / north eastern section of the site.

The remaining site was comparatively clear with a low ground cover of grasses, ruderals and minor woody material.

Some further tree material existed off site to the south and west to the far side of an access track owned and utilised by 3rd parties but was all at a distance where no impacts would be expected by development.

Soils within the area and / or the site have not been analysed however, the successful establishment of trees, hedging and other vegetation within the area indicate soils are probably within the neutral to acid range and not waterlogged. The size and growth rates of the vegetation 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 proposed Site Layout has been amended and attached to this document to indicate the proposed Tree Protection Plan.

Designation Relating to Trees

At present it is not known whether the various trees are statutorily protected. As such no works should be undertaken without consultation with and if necessary consent from the Council.

All trees recommended for retention will however be appropriately protected during all phases of construction.

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

Although items can be afforded statutory protection, such orders impose no duty on the owners of the trees and woodlands 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.

Current Situation

At present, management of the trees / vegetation appears to have been minimal.

Ground works / soil stripping appear to have been undertaken in relatively recent times for whatever reasons and such operations have resulted in damage to the two Goat Willow trees indicating a very limited future potential.

Trees also exist in very close proximity to third party structures and their impacts upon the aerial sections of the structures and the proximity of roots / trunks to the foundations and potential to cause damage as a result of incremental growths again indicate a very limited future potential.

The presence of the trees in proximity to third parties together with their owner's legal obligations may generate management but it is probable that any such works will only be implemented on a random basis as and when deemed necessary should the site remain as it currently exists.

The location of the trees that are predominantly to the boundaries of the site has created a spacious central environment with good sunlight availability from the south.

Implications of Construction.

1. Direct Loss of Trees.

To physically construct the proposed structures, and access, 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 impact upon the local environment.

2. Indirect Loss of Trees

As a result of the proposed construction operations there will be no requirement to remove trees due to indirect impacts:

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 impact upon the local environment.

3. Pruning of Trees.

There is no requirement to prune trees to physically implement the proposed construction that would cause a visible change in their appearance:

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 change in the visual amenity currently afforded.

Recommended Tree Works.

Tree pruning and felling works have been recommended in the survey. Such works are proposed in the knowledge that development may proceed and are to ensure that a safe and attractive environment is retained that can be readily improved by replanting to the benefit of all parties.

Summary:

T1 – Goat Willow – Fell.
T2 – Silver Birch - Retain
T3 – Sycamore - Fell
T4 - Goat Willow – Fell
T5 – Norway Maple – Retain.

Replanting has been recommended for any items removed and the tree protection indicated will also protect soils from construction impacts within the area to maximise replanting establishment.

Indirect Development Impacts in General.

As stated, trees are located where potential for indirect harm will be minimal. All reasonable precautions will however be taken, all as indicated on the Tree Protection Plan.

Some felling / management of the trees has been proposed and such operations would be desirable to improve the quality, maximise health, safety and promote the long-term integrity of the treescape.

Such actions are not however necessary to implement development and it is therefore presumed that should the trees be statutorily protected that any works would have to be separately addressed through communications with, or a Tree Works Application to the Council.

Any recommended management would however be considered necessary, and reasonable regardless of development.

The works may have some impact on the visual amenity of the trees when viewed from public areas within the local environment. By being in accordance with good arboricultural and silvicultural practices, they would however promote the long-term viability of the treescape.

The implementation of such methodologies and management would have a moderately beneficial impact.

Construction Methodology / Arboricultural Method Statement.

It may be expected that the requirement for an Arboricultural Method Statement be conditioned to any approval for development within the site. Any such document, as detailed in BS5837:2012 Trees in relation to design, demolition and construction - Recommendations would be appropriate to the proposals and would typically addresses the following issues:

- Protection to all retained trees before any materials or machinery are brought onto the site and before any construction or excavations commence.

- Removal of any relevant areas of hard surfacing.
- Construction methodology to indicate storage areas, location of welfare units etc.
- Installation of new surfacing. Any parking areas to be formed across expected root protection areas to follow guidance within Arboricultural Association Guidance Note 12, The Use of Cellular Confinement Systems Near Trees: A Guide to Good Practice
- Specialist foundations, installation techniques, floor levels and similar.
- Retaining structures.
- Auditable / audited system of arboricultural site monitoring, including a schedule of specific site events requiring input or supervision.
- Contact details for all relevant parties.

In respect of the provision of any such Method Statement, in accordance with BS5837 Annex B Table B.1, once the feasibility and planning/design section is complete and Scheme Design Approvals are obtained from Clients and Regulatory bodies, the detailed/technical design stage should be implemented.

In arboricultural terms, this will basically involve the preparation and submission of a detailed and comprehensive document to discharge the relevant conditions.

The provision of such a Method Statement will ensure that there are no impacts on the retained treescape.

Proximity of Trees to Structures.

The dwelling has been designed to adhere to guidance within BS5837:2012 in that it is located outside the root protection areas of any trees whether they be retained or not and when root morphology and other factors are considered. There are no access requirements across potential root protection areas of these trees and effective / secure tree protection can be afforded for the duration of the construction processes.

Space has also been permitted to allow future growth of retained trees although the majority of trees are in the mature age category and substantial increases in size / spread would not be expected.

The proposed building has been designed to take account of existing trees, their size and density and the effect that these will have on light availability. Gardens and

sitting areas would also be expected to achieve direct sunlight for substantial parts of the day.

The relationship of dwellings to large trees can cause apprehension. The layout has considered such factors and the design has located the unit so as to minimise conflicts. Such locations and juxtapositions will also avoid the need for frequent pruning.

The design creates spacious, open garden environments that can be appropriately landscaped to the householder's personal requirements and would be expected to support a wide range of plant material.

In respect of seasonal nuisances: leaf fall, fruit, honeydew or similar, conflicts would not be expected. The main sections of the dwellings are located outside established canopies and good clearances exist.

If it is considered by any parties that conflicts may arise these can be addressed in the detail design stage and the use of non-slip paving, provisions of leaf guards or grills on gutters and gullies, provision of access and means of maintenance or similar can all be incorporated. All such issues are fully in accordance with the guidelines and advice contained within BS5837 Section 5.3.

In consideration of the foregoing assessments it is considered that there will be neutral / negligible impacts caused to retained trees by the proximity of structures or vice versa.

Services

The location of services into or out of the site would be expected to follow any existing routes and access the site at a distance from any trees. As such there will be no requirements to encroach into the expected root protection areas of retained trees.

All services will be fully assessed however and if for whatever reason it becomes necessary to encroach in the proximity of trees, any excavations will be undertaken manually or alternative techniques such as drilling or thrust boring utilised all as per guidance in BS5837:2012 or the NJUG publication Volume 4 – Guidelines for the Planning, Installation and Maintenance of utility Apparatus in Proximity to Trees – 2007.

There will therefore be no impacts caused by the provision of services.

Post Construction

Should construction proceed, there will be no detrimental juxtapositions between trees and the structure or vice versa. As such there will not be any requirement to prune or otherwise manage the trees other than for good practices / legal liabilities.

It would also be expected – all as indicated on the submitted Architects plans that replanting and new landscaping will be implemented all of which will improve the treescape and introduce a much needed species diversity and age category mix.

Some items may be lost in the future as would be expected within any environment but, it would be expected that all such operations would be appropriately undertaken and replanting encouraged or conditioned all of which would be of benefit to the local treescape.

It is reasonable to conclude therefore that as a result of the proposed construction there would be no appreciable post construction 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 not therefore considered that there will be any post construction pressures that would have an undesirable impact on the local environment.

Conclusions

From the foregoing information and submitted plans it is evident that no trees of any significance are required to be removed to implement the proposed works.

Various items in proximity that have been recommended as being suitable for retention have been identified as being at a very low potential risk from indirect impacts but, it has been comprehensively indicated that due to their locations and appropriate tree protection plus expected site management, any risks can be avoided and an acceptable juxtapositions achieved.

All operations could, if considered necessary, be appropriately controlled by the implementation of a detailed Arboricultural Method Statement conditioned to an approval although due to the locations of the trees, the necessity of such a document is limited.

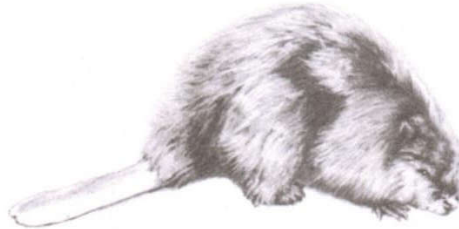
The design of the structure has considered all arboricultural issues and will permit the construction to proceed without conflict with retained trees. The juxtaposition of the structure to trees will also ensure there is good light availability, the need for regular pruning regimes will be avoided, spacious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

All services can be readily installed with no impacts upon retained trees.

The possibility of post construction impacts have been considered, all of which indicate that there will be no harm to the treescape.

It is reasonable to conclude therefore that in respect of arboricultural issues should the proposed construction proceed there is likely to be no material impacts on the future viability of the treescape.

Iain Tavendale F.Arbor.A
June 2021



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT WILDHOUSE COURT, WILDHOUSE LANE, MILNROW.

Issued to: Mike & Christine Morris.

07 June 2021

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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	Goat Willow	13	575	N E S W	6.8 3.9 5 7.3	2	1W	M/OM	F/P	Soil strip has been historically undertaken to within close proximity of stem, ripping roots off and damaging other sections.. Very low vitality. Thinning canopy. Stem bifurcates at 1m with acute included bark union. Minimal potential due to historic damage.	Short life expectancy species in poor condition and recommendations would therefore be to fell and replant. Images attached for reference.	0/10	U	149.59	6.9
T2	Silver Birch	13	250	N E S W	4.4 3.6 2.4 1.8	6	5.6E	EM	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. Soil has been stripped relatively close to trunk but no damage visible and appears ok.	No action at present.	20	B2	28.28	3
T3	Sycamore	11	400	N E S W	4.2 3 4 4.6	1.5		Y/EM	F	Appears as multi stemmed coppice type regrowth from old stump. Very close to rear wall of garage and could be reasonably expected to be in conflict with foundations of structure due to incremental root / root buttress growth. Branch work over garage roof.	Due to proximity to garage and reasonably foreseeable risk of damage the recommendation would be to fell and replant in more appropriate location.	10	C2	72.39	4.8

T4	Goat Willow	10	550	N E S W	6.5 5.7 3.3 4.3	1.5	1.5E	M	F/P	Soil has been historically stripped up to southern side of trunk. Damage would be reasonably foreseeable. Reduced vitality and thin crown for tree of this size and age. Low canopy over road. Relatively close to garage and could impact upon foundations. Stems / branches close to / rubbing on garage roof. Twin stemmed / two trees in very close proximity. Probably joined below ground level.	As per T1. Short life expectancy species with various issues that indicate felling and replanting would be the most pro-active recommendation.	0/10	U	136.87	6.6
T5	Red Norway Maple.	9	350	N E S W	4.3 4.8 5 3.6	2	2.2W	M	F	Off site. Stem dia. estimated. Approx. 700mm from fence line. Reasonable vitality Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. Low canopy over site restricting access.	Lightly crown lift over site to facilitate grounds maintenance works.	20	B2	55.42	4.2

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.



Root damage and destruction to T1.



Weak, thin canopy of T1.



Multi stemmed Sycamore T3 in very close proximity to garage.



Branch on T4 rubbing on garage.



Overhanging canopy of T4 across garage.



Overall view of T1- T4.



0 1 2 3 4 5 6 7.5m
Scale 1:150



General Notes

LEGEND

- AREA
- GROUP
- HEDGE
- WOOD
- TRUNK LOCATION
- TREE SHADE (24 hr)
- A1 AREA REFERENCE
- G1 GROUP REFERENCE
- H1 HEDGE REFERENCE
- T1 TREE REFERENCE
- W1 WOOD REFERENCE
- B2 CATEGORY GRADE
- TREE CANOPY GRADES
- CATEGORY A
- CATEGORY B
- CATEGORY C
- CATEGORY U
- ROOT PROTECTION AREA

No.	Revision/Issue	Date



Project Name and Address
Wildhouse Court
Wildhouse Lane,
Milnrow

Drawn by
www.YourCad.co.uk
Date
June 2021
Scale
1:150 @ A1

Checked
IT

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Date June 2021	
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