



RIBBLE VALLEY
BOROUGH COUNCIL

15 DEC 2011

For office use only

Application No.

Date received

Fee paid £

Receipt No:

320111049P

Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA Tel: 01200 425111 www.ribblevalley.gov.uk

Application for Planning Permission Town and Country Planning Act 1990

Publication of applications on planning authority websites.

Please note that the information provided on this application form and in supporting documents may be published on the Authority's website. If you require any further clarification please contact the Authority's planning department.

1. Applicant Name, Address and Contact Details

Title:	Mrs	First name:	J	Surname:	Wilkinson
Company name:					
Street address:	C/o Agent		Telephone number:	Country Code	National Number
					Extension Number
			Mobile number:		
Town/City:			Fax number:		
County:			Email address:		
Country:					
Postcode:					
Are you an agent acting on behalf of the applicant? ☒ Yes ☐ No					

2. Agent Name, Address and Contact Details

Title:	Mr	First Name:	Alan	Surname:	Kinder
Company name:	Avalon Town Planning				
Street address:	2 Reedley Business Centre Redman Road		Telephone number:	Country Code	National Number
	Reedley				Extension Number
			Mobile number:		
Town/City:	Burnley		Fax number:		
County:	Lancashire		Email address:		
Country:	United Kingdom				
Postcode:	BB10 2TY		leanne@avalon.co.uk		

3. Description of the Proposal

Please describe the proposed development including any change of use:

Replacement dwelling

Has the building, work or change of use already started?

☐ Yes ☒ No

4. Site Address Details

Full postal address of the site (including full postcode where available)

Description:

House: Suffix:

House name:

Street address:

Town/City:

County:

Postcode:

Description of location or a grid reference
(must be completed if postcode is not known):

Easting:

Northing:

5. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application?

☐ Yes ☒ No

6. Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicle access proposed to or from the public highway?

☐ Yes ☒ No

Is a new or altered pedestrian access proposed to or from the public highway?

☐ Yes ☒ No

Are there any new public roads to be provided within the site?

☐ Yes ☒ No

Are there any new public rights of way to be provided within or adjacent to the site?

☐ Yes ☒ No

Do the proposals require any diversions/extinguishments and/or creation of rights of way?

☐ Yes ☒ No

7. Waste Storage and Collection

Do the plans incorporate areas to store and aid the collection of waste?

☒ Yes ☐ No

If Yes, please provide details:

Have arrangements been made for the separate storage and collection of recyclable waste?

☐ Yes ☒ No

8. Authority Employee/Member

With respect to the Authority, I am:

- (a) a member of staff
- (b) an elected member
- (c) related to a member of staff
- (d) related to an elected member

Do any of these statements apply to you?

☐ Yes ☒ No

9. Materials

Please state what materials (including type, colour and name) are to be used externally (if applicable):

Walls - description:

Description of *existing* materials and finishes:

Description of *proposed* materials and finishes:

Roof - description:

Description of *existing* materials and finishes:

Description of *proposed* materials and finishes:

Windows - description:

Description of *existing* materials and finishes:

Description of *proposed* materials and finishes:

9. (Materials continued)

Doors - description:

Description of *existing* materials and finishes:

Timber

Description of *proposed* materials and finishes:

Timber

Are you supplying additional information on submitted plan(s)/drawing(s)/design and access statement?

☒ Yes ☐ No

If Yes, please state references for the plan(s)/drawing(s)/design and access statement:

Das
Tree Survey
WI/06 Dwg01
WI/06 Dwg02
WI/06 Dwg03

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10. Vehicle Parking

Please provide information on the existing and proposed number of on-site parking spaces:

Type of vehicle	Existing number of spaces	Total proposed (including spaces retained)	Difference in spaces
Cars	0	2	2
Light goods vehicles/public carrier vehicles	0	0	0
Motorcycles	0	0	0
Disability spaces	0	0	0
Cycle spaces	0	0	0
Other (e.g. Bus)	0	0	0
Short description of Other			

11. Foul Sewage

Please state how foul sewage is to be disposed of:

Mains sewer

☐

Package treatment plant

☐

Unknown

☒

Septic tank

☐

Cess pit

☐

Other

Are you proposing to connect to the existing drainage system?

☐ Yes ☐ No ☒ Unknown

12. Assessment of Flood Risk

Is the site within an area at risk of flooding? (Refer to the Environment Agency's Flood Map showing flood zones 2 and 3 and consult Environment Agency standing advice and your local planning authority requirements for information as necessary)

☐ Yes ☒ No

If Yes, you will need to submit an appropriate flood risk assessment to consider the risk to the proposed site.

Is your proposal within 20 metres of a watercourse (e.g. river, stream or beck)?

☐ Yes ☒ No

Will the proposal increase the flood risk elsewhere?

☐ Yes ☒ No

How will surface water be disposed of?

☐ Sustainable drainage system

☐ Main sewer

☐ Pond/lake

☒ Soakaway

☐ Existing watercourse

13. Biodiversity and Geological Conservation

To assist in answering the following questions refer to the guidance notes for further information on when there is a reasonable likelihood that any important biodiversity or geological conservation features may be present or nearby and whether they are likely to be affected by your proposals.

Having referred to the guidance notes, is there a reasonable likelihood of the following being affected adversely or conserved and enhanced within the application site, OR on land adjacent to or near the application site:

a) Protected and priority species

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

b) Designated sites, important habitats or other biodiversity features

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

c) Features of geological conservation importance

☐ Yes, on the development site ☐ Yes, on land adjacent to or near the proposed development ☒ No

14. Existing Use

Please describe the current use of the site:

Out buildings

Is the site currently vacant? ☐ Yes ☒ No

Does the proposal involve any of the following?

If yes, you will need to submit an appropriate contamination assessment with your application

Land which is known to be contaminated? ☐ Yes ☒ No

Land where contamination is suspected for all or part of the site? ☐ Yes ☒ No

A proposed use that would be particularly vulnerable to the presence of contamination? ☐ Yes ☒ No

15. Trees and Hedges

Are there trees or hedges on the proposed development site? ☐ Yes ☒ No

And/or: Are there trees or hedges on land adjacent to the proposed development site that could influence the development or might be important as part of the local landscape character?

☐ Yes ☒ No

If Yes to either or both of the above, you may need to provide a full Tree Survey, at the discretion of your local planning authority. If a Tree Survey is required this and the accompanying plan should be submitted alongside your application. Your local planning authority should make clear on its website what the survey should contain, in accordance with the current 'BS5837: Trees in relation to construction - Recommendations'.

16. Trade Effluent

Does the proposal involve the need to dispose of trade effluents or waste? ☐ Yes ☒ No

17. Residential Units

Does your proposal include the gain or loss of residential units? ☐ Yes ☒ No

18. All Types of Development: Non-residential Floorspace

Does your proposal involve the loss, gain or change of use of non-residential floorspace? ☐ Yes ☒ No

19. Employment

If known, please complete the following information regarding employees:

	Full-time	Part-time	Equivalent number of full-time
Existing employees	0	0	0
Proposed employees	0	0	0

20. Hours of Opening

If known, please state the hours of opening for each non-residential use proposed:

Use	Monday to Friday		Saturday		Sunday and Bank Holidays		Not Known
	Start Time	End Time	Start Time	End Time	Start Time	End Time	

21. Site Area

What is the site area?

169

sq.metres

22. Industrial or Commercial Processes and Machinery

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Please describe the activities and processes which would be carried out on the site and the end products including plant, ventilation or air conditioning. Please include the type of machinery which may be installed on site:

N/a

Is the proposal for a waste management development?

☐ Yes ☒ No

23. Hazardous Substances

Is any hazardous waste involved in the proposal?

☐ Yes ☒ No

24. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land?

☐ Yes ☒ No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact? (Please select only one)

☒ The agent ☐ The applicant ☐ Other person

25. Certificates (Certificate A)

Certificate of Ownership - Certificate A

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

I certify/The applicant certifies that on the day 21 days before the date of this application nobody except myself/ the applicant was the owner (owner is a person with a freehold interest or leasehold interest with at least 7 years left to run) of any part of the land or building to which the application relates.

Title: Mr First name: A Surname: Kinder

Person role: Agent

Declaration date: 15/12/2011

☒ Declaration made

25. Certificates (Agricultural Land Declaration)

Agricultural Land Declaration

Town and Country Planning (Development Management Procedure) (England) Order 2010 Certificate under Article 12

Agricultural Land Declaration - You Must Complete Either A or B

(A) None of the land to which the application relates is, or is part of an agricultural holding.

(B) I have/The applicant has given the requisite notice to every person other than myself/the applicant who, on the day 21 days before the date of this application, was a tenant of an agricultural holding on all or part of the land to which this application relates, as listed below:

If any part of the land is an agricultural holding, of which the applicant is the sole tenant, the applicant should complete part (B) of the form by writing 'sole tenant - not applicable' in the first column of the table below

Notice recipient				Date notice served
Name:	N/a			
Number:		Suffix:		
Street:				
Locality:				
Town:				
Postcode:				

Title: Mr First Name: A Surname: Kinder

Person role: Agent

Declaration date: 15/12/2011

☒ Declaration Made

26. Declaration

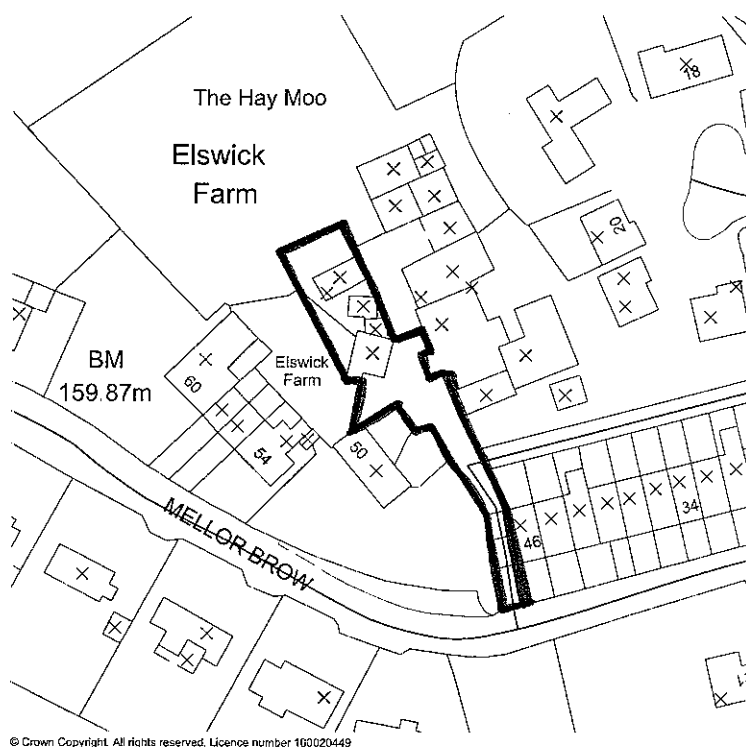
I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information



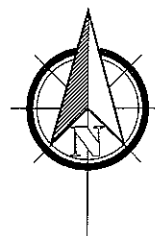
Date: 15/12/2011

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LOCATION PLAN

Title: Proposed Residential Development
Hay Moo
Elswick Farm
Mellor

Client: Mrs Wilkinson

Drawn: DS

Date: 14.12.11

Scale: 1:1250 @ A4

Project No: W/06 Dwg 03

Amendments:

Notes:
All work is to be carried out to the latest current British standards Codes of Practice and recognised working practices. All work and materials should comply with Health and Safety legislation and to be approved by the Local Authority Planning / Building Control Officer.
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Avalon Chartered Town Planning are not liable for work undertaken prior to Full Planning Consent and/or Building Regulations Approval.

Avalon RTPI

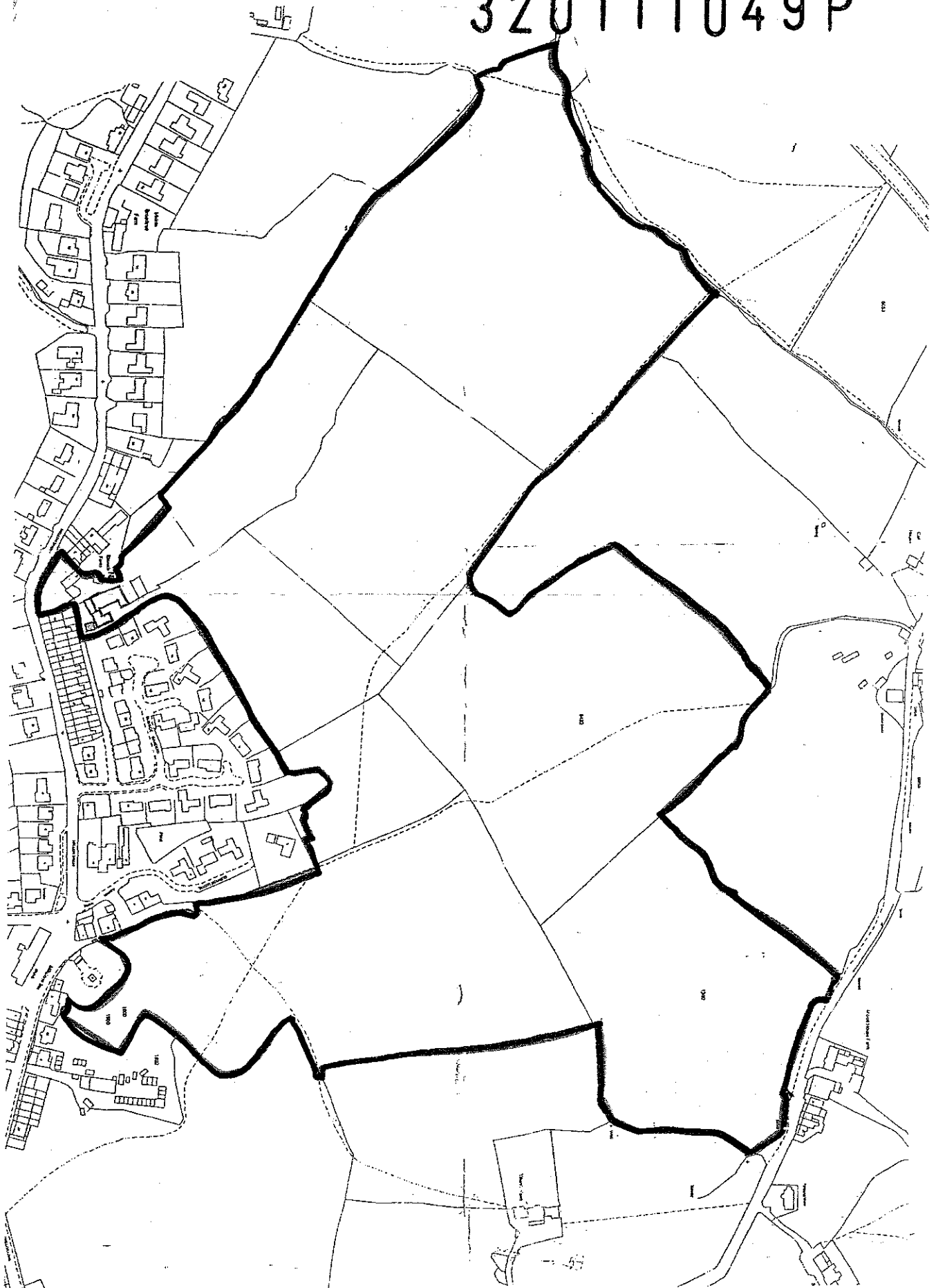
Chartered Town Planning

Town Planning - Architectural Design - Building Regulations - Surveying

Phone: 01282 834834 **Fax:** 01282 451666

Web: www.avalontp.co.uk Email: planning@avalontp.co.uk
2 Reedley Business Centre, Redman Road, Burnley, Lancashire, BB10 2TY

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DESIGN AND ACCESS STATEMENT

SITE: ADJACENT TO HAY MOO, ELSWICK FARM, MELLOR BROW

PROPOSAL: REPLACEMENT DWELLING

1 ASSESSMENT

- 1.1 Elswick Farm is situated on the western side of Mellor Brow. The farm comprises the original farmhouse and garden, now in separate ownership, the application property, a modern dwelling, a traditional stone barn converted for use as self-catering holiday accommodation (planning reference 3/2004/0450), two of which have recently been granted consent for use as dwellings under reference 3/2011/0544.
- 1.2 Access to the farm is obtained via a track which runs up the west side of 46 Mellor Brow, an end terrace property. The access track coincides with the settlement boundary, which includes the terrace and properties to the east of the farm, but excludes the farm itself and properties to the west and south. Accordingly the application site is located within the open countryside. Extending west along Mellor Brow there is considerable ribbon development, which impacts on the character of the area.
- 1.3 Policies in the development plan are informed by government advice detailed in Planning Policy Guidance (PPG's) and Planning Policy Statements (PPS's), and the development plan includes those policies that have been saved from the Ribble Valley Districtwide Local Plan. Policies of particular relevance in this instance are G1 which details a number of development control criteria that may be applicable in the determination of planning applications, G5 which details the nature of development that is applicable in the open countryside, ENV3 which protects the countryside from inappropriate development. H14 which relates to the replacement and rebuilding of dwellings in the open countryside.

2 INVOLVEMENT

- 2.1 Pre-application advice has not been necessary as the development of a dwelling on this site has been established with the grant of the most recent planning consent under reference 3/2011/0163 this latest scheme differs from the earlier approval in that it seeks consent for a full replacement dwelling on the lines of the earlier approval but with minor changes to the internal layout and fenestration.

3 EVALUATION

- 3.1 The buildings subject to this application are within a group of buildings forming the original farmstead of Elswick Farm. As a matter of planning policy, the buildings are outside the defined village envelope of Mellor Brow and are technically in open countryside. However, as a matter of fact, the buildings and the farmstead are contiguous with the built-up part of Mellor Brow and benefit from the same facilities as the rest of the village. These include mains water, electricity and sewerage and good access to the road network, local bus services and other local facilities. The proposed development is in a sustainable location and would put no additional pressure on services such as refuse collection, emergency services or postal services.
- 3.2 This plot has the benefit of a consent granted under approval ref 3/2011/0163 for the demolition of two out buildings and conversion of a third to form a new detached dwelling. Detailed costings have been obtained for the implementation of the approved scheme which in itself would involve a substantial reworking of the existing retained property and it has been established that it would be far more cost effective to rebuild the property in total rather than undertake the expansive extension and renovation works.

4 DESIGN

- 4.1 The approval granted under reference 3/2011/0163 resulted in a building of rather unusual design to accommodate the various restrictions the site imposed on its design and orientation.

- 4.2 The building for the most part was to be a new build with only a small element of an existing former outbuilding being retained and incorporated into the overall design. The aim is to seek consent for a complete replacement dwelling the only differences being to convert the original planned integral garage into additional living accommodation and the adaptation of certain fenestration overlooking the internal courtyard. The replacement dwelling will be completed in natural stone on primary elevations with render finish elsewhere under a blue slate roof with timber windows and doors throughout. The design of the dwelling is very much in character with the original buildings so that once completed, the resultant building will make a positive contribution the traditional character and appearance of the group of buildings as a whole.

5 ACCESS

- 5.1 This group of buildings are in a sustainable location with access to a variety of local facilities and services. No changes to the access into the site as a whole are proposed with improvements having previously been implemented as an integral part of the scheme for converting the adjoining building to form four holiday cottages. Parking provision will be made for two vehicles. Adequate facilities exist to enable vehicles to turn around ensuring that vehicles can enter and leave the site from Mellor Brow in forward gear. Traffic likely to be generated from the one dwelling proposed would be no greater than the traffic likely to be generated for the scheme previously approved under reference 3/2011/0163. Vehicle volumes and speeds within the wider group of buildings are low, therefore shared pedestrian/vehicle access facilities are appropriate. Level access can be provided into the dwelling

December 2011



Notes:

All work is to be carried out to the latest current British standards Codes of Practice and recognised working practices

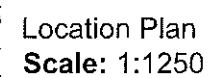
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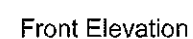
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Chartered Town Planning

Town Planning - Architectural Design - Building Regulations - Surveying

Phone: 01282 834834 Fax: 01282 451666

Web: www.avalontp.co.uk Email: planning@avalontp.co.uk

2 Reedley Business Centre, Redman Road, Burnley, Lancashire, BB10 2TY

EXISTING PLANS AND ELEVATIONS

Title: Proposed Residential Development
Hay Moo Farm
Mellor

Client: Mrs Wilkinson

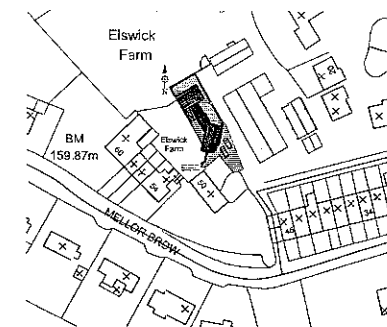
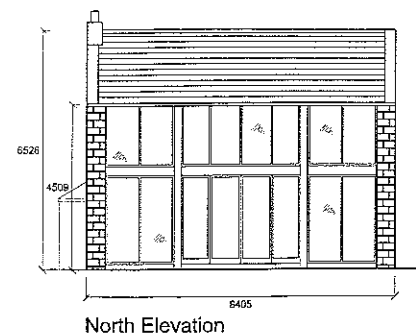
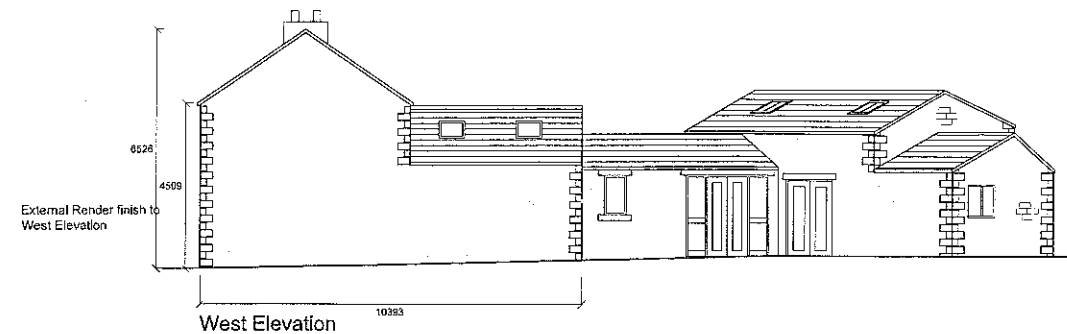
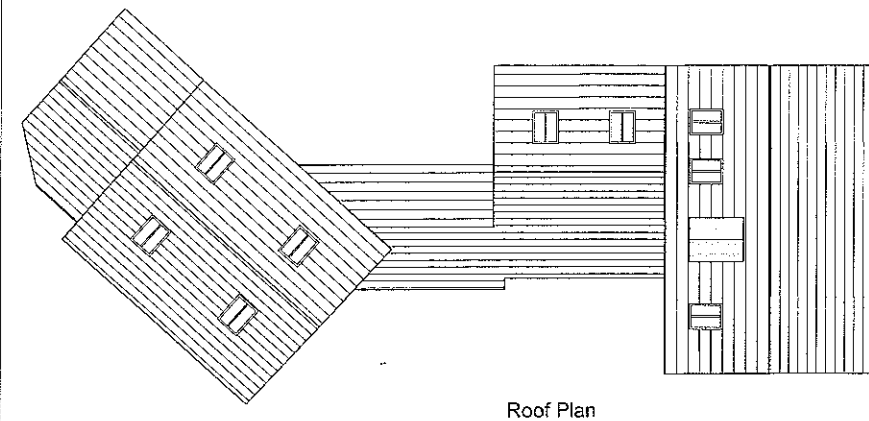
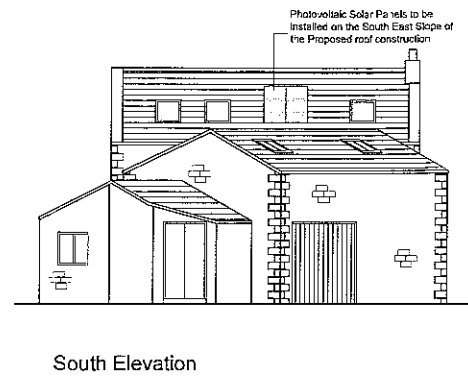
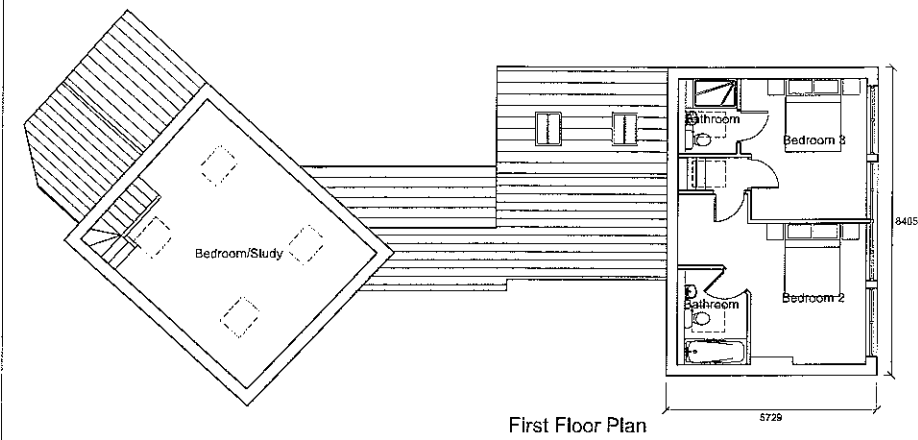
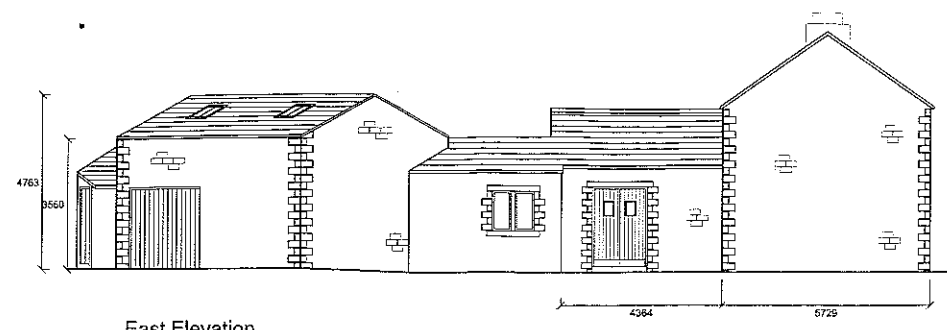
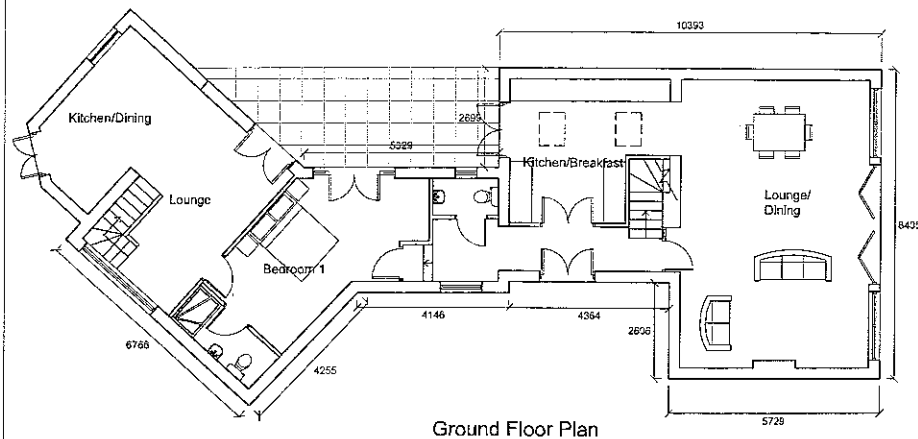
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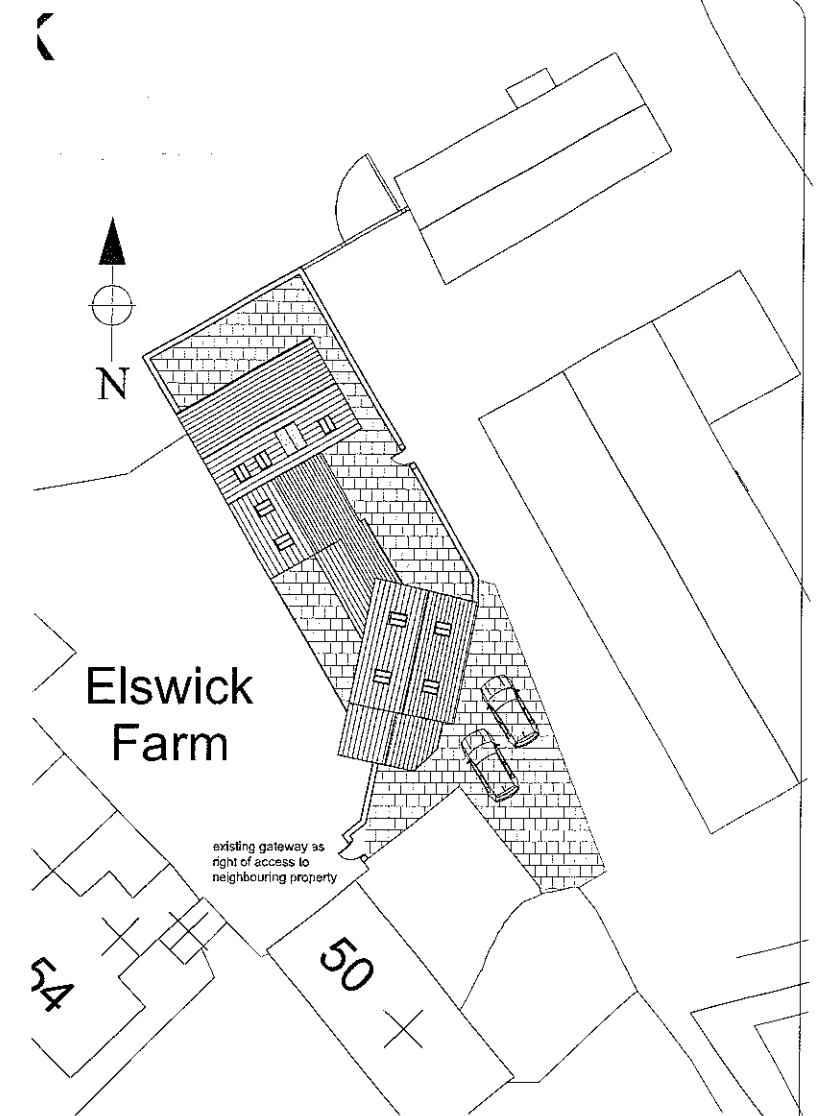
Project No: WI/06 Dwg 01

Drawn: DP

Amendments:



Scale: 1:1250



Scale: 1:250

Accommodation Schedule:

Ground Floor:

Kitchen/Dining	11m2
Lounge	15m2
Bedroom 1 inc. Ensuite	21m2
Kitchen/Breakfast	15m2
Lounge/Dining	40m2
	102m2

First Floor:

Bedroom/Study	30m2
Bedroom 2 inc. Bathroom	21m2
Bedroom 3 inc. Bathroom	16m2
	67m2

Notes:

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PROPOSED PLANS AND ELEVATIONS

Title: Proposed Residential Development
Hay Moo Farm
Mellor

Client: Mrs Wilkinson

Date: 13 12 11

Scale: 1:100 @ A1

Project No: W/06 Dwg 02

Drawn: DS

Amendments:

320111049P



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

For the attention of Leanne Flynn
Alan Kinder Associates
79-81 Manchester Road
Burnley
Lancs
BB11 1JY

29th April 2009

Dear Leanne

Re: Tree Survey – Hey Moo, Elswick Farm, Mellor.

Please find the enclosed survey details in respect of trees at the above site, together with the amended survey/sketch drawing.

From the attached survey, you will notice that it is considered that the majority of trees are in comparatively poor condition, some items being in fact dangerous and that realistically, the most appropriate and desirable course of action would be to remove all items and carry out appropriate new planting in far more desirable locations at reasonable distances from buildings etc.

It could possibly be argued that several items could be retained for a period, but if such actions were attempted, they would significantly impact upon the establishment of any new stock and would create additional difficulties and expense when removal finally becomes necessary due to the care that would have to be taken to prevent damage to or destruction of the new material.

I am unaware as to whether these trees are protected or not either by a Preservation Order, Conservation Area or similar but if not, it may be worthwhile considering removal prior to planning permission being sought, their presence possibly impacting upon development proposals, foundations, services etc.

It is presumed that all the trees are within a domestic curtilage and therefore a felling licence would not be required but should you wish pursue this avenue further; I would be pleased to advise and assist where necessary.

High Bank Farm, Stoney Bank Road, Earby, Barnoldswick, Lancashire, BB18 6LD
Telephone/Fax: 01282 853333 Mobile: 07836 246062
Email: tavendale@daelnet.co.uk

We trust that this provides you with all the information that is required at present, and that the matter can now be progressed.

We will attempt to contact you in a few days when you have had an opportunity to consider the enclosed, and perhaps we can discuss the matter further at that time. Should there be any immediate queries however, please do not hesitate to call.

Should there be any errors or omissions, or if any comments or observations are in conflict with any previous agreements or proposals, please do not hesitate to contact us. We would be pleased to reconsider any issues and amend and reprint where appropriate.

Kind regards.

Yours sincerely

Iain Tavendale F.Arbor.A.



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT

HEY MOO, ELSWICK FARM, MELLOR.

Issued to:

ALAN KINDER ASSOCIATES

29TH APRIL 2009

Prepared by: Iain Tavendale F.Arbor.A
High Bank Farm
Stoneybank Road
Earby, Barnoldswick
Lancs BB18 6LD
Phone/Fax 01282 853333
07836 246062

320111049P

Note:

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

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 dev 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).

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, e.g. less than 10, 10-20, 20-40, more than 40.

Cat grade - Category grade - R 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 BS5837:2005 Trees in Relation to 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.

Table 1 — Cascade chart for tree quality assessment

TREES FOR REMOVAL				
Category and definition	Criteria			Identification on plan
Category R Those in such a condition that any existing value would be lost within 10 years and which should, in the current context, be removed for reasons of sound arboricultural management	• 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 R category trees (i.e. 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 (e.g. Dutch elm disease), or very low quality trees suppressing adjacent trees of better quality NOTE Habitat reinstatement may be appropriate (e.g. R category tree used as a bat roost; installation of bat box in nearby tree).			DARK RED
TREES TO BE CONSIDERED FOR RETENTION				
Category and definition	Criteria — Subcategories			Identification on plan
	1 Mainly arboricultural values	2 Mainly landscape values	3 Mainly cultural values, including conservation	
Category A Those of high quality and value: in such a condition as to be able to make a substantial contribution (a minimum of 40 years is suggested)	Trees that are particularly good examples of their species, especially if rare or unusual, or essential components of groups, or of formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands which provide a definite screening or softening effect to the locality in relation to views into or out of the site, or those of particular visual importance (e.g. avenues or other arboricultural features assessed as groups)	Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)	LIGHT GREEN
Category B Those of moderate quality and value: those in such a condition as to make a significant contribution (a minimum of 20 years is suggested)	Trees that might be included in the high category, but are downgraded because of impaired condition (e.g. presence of remediable defects including unsympathetic past management and minor storm damage)	Trees present in numbers, usually as groups or woodlands, such that they form distinct landscape features, thereby attracting a higher collective rating than they might as individuals but which are not, individually, essential components of formal or semi-formal arboricultural features (e.g. trees of moderate quality within an avenue that includes better, A category specimens), or trees situated mainly internally to the site, therefore individually having little visual impact on the wider locality	Trees with clearly identifiable conservation or other cultural benefits	MID BLUE
Category C Those of low quality and value: currently in adequate condition to remain until new planting could be established (a minimum of 10 years is suggested), or young trees with a stem diameter below 150 mm	Trees not qualifying in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater landscape value, and/or trees offering low or only temporary screening benefit	Trees with very limited conservation or other cultural benefits	GREY
NOTE Whilst C category trees will usually not be retained where they would impose a significant constraint on development, young trees with a stem diameter of less than 150 mm should be considered for relocation.				

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
1	Sycamore (<i>Acer pseudoplatanus</i>)	13	500	N 5 E 2 S 1 W 3.5	4	M	F	Has been extensively reduced in recent times, possibly to abate nuisance to adjacent dwelling and/or increase light availability. Effectively destroyed in visual amenity terms. Bifurcates at 1.0m Numerous branch stumps and occluded & partially occluded pruning wounds.	Fell and replant more appropriate stock in better location.	0-10	R	113.11	6
2	Ash (<i>Fraxinus excelsior</i>)	16	320	N 2 E 3 S 3 W 5	8	EM	P	Is suffering from extensive bacterial canker infestation. Top has failed in past and limb shedding at 5.0m to East. Poor condition, further failure foreseeable, no safe useful life expectancy.	Fell and replant more appropriate stock in better location.	0	R	46.33	3.84
3	Sycamore	15	680	N 3 E 5 S 4 W 5	4	M	F	Stem trifurcates at 1.4m and then sub divides into three further stems 0.5m above. All forks have acute included bark union with reaction wood and seepage from trapped material. Reasonable form. Minor occluded & partially occluded pruning wounds, dead wood etc.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10	C2	209.21	8.16
4	Ash	16	660 at ground level	N 5 E 1 S 0 W 5	8	M	F/P	Again, extensive canker formation throughout with potential for failure during any period of severe weather. Very unbalanced canopy due to group suppression. Stem bifurcates at 0.5m. Historic pruning wound to base with timber degeneration. Dead wood to 50mm and old branch stumps including those from recent pruning together with occluded and partially occluded pruning wounds.	Fell and replant more appropriate stock in better location.	0-10	R	136.87	6.6
5	Ash	16	510	N 7 E 7 S 7 W 0	3	M	F	Unbalanced canopy. Dead wood to 60mm, old branch stumps - including recent pruning and occluded & partially occluded pruning wounds. Reasonable vitality. Base of tree up to base of brick built garage and if not already causing damage has potential to cause damage on incremental growth. Less than 1.0m from stone building to south.	Fell and replant more appropriate stock in better location.	10	C2	117.68	6.12

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Inspector: Iain Tavendale

Site: Hey Moo, Elswick Farm, Mellor

Date of Inspection: 29th April 2009

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
6	Ash	16	460 at ground level	N 4 E 2 S 4 W 4	10	M	F	Significant dead wood to 75mm. Comparatively minimal canopy. Stem bifurcates at 0.5m. Minor occluded pruning wound to stems.	Fell and replant more appropriate stock in better location.	10	C2	66.48	4.6
7	Ash	15	330 max	N 8 E 4 S 1 W 4	3	M	F	Small group with two larger stems up to base of brick built garage with item to East rubbing on roof at 2.0m. Smaller stem heavily suppressed. Very one sided canopy with minor dead wood, old branch stumps, occluded & partially occluded pruning wounds to stem. Potential to cause displacement on incremental growth. Totally biased to North with very poor form due to group suppression. Dead wood to 60mm, old and new branch stumps, some minor canker infestation and occluded & partially occluded pruning wounds. Beyond point of any reasonable management. Less than 0.5m from adjacent building.	Fell and replant more appropriate stock in better location.	10	C2	49.27	3.96
8	Ash	12	340	N 8 E 4 S 0 W 3	3	M	F	Again, heavily suppressed by group feature. Approximately 0.5m from adjacent building. Large pruning wound to West at 1.0m due to removal of low limb and branch stub at 3.0m to East. Various occluded & partially occluded pruning wounds. Minor dead wood, reasonable vitality.	Fell and replant more appropriate stock in better location.	10	C2	52.30	4.08
9	Sycamore	13	375	N 7 E 2 S 3 W 6	3	M	F	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.		10	C2	63.63	4.5

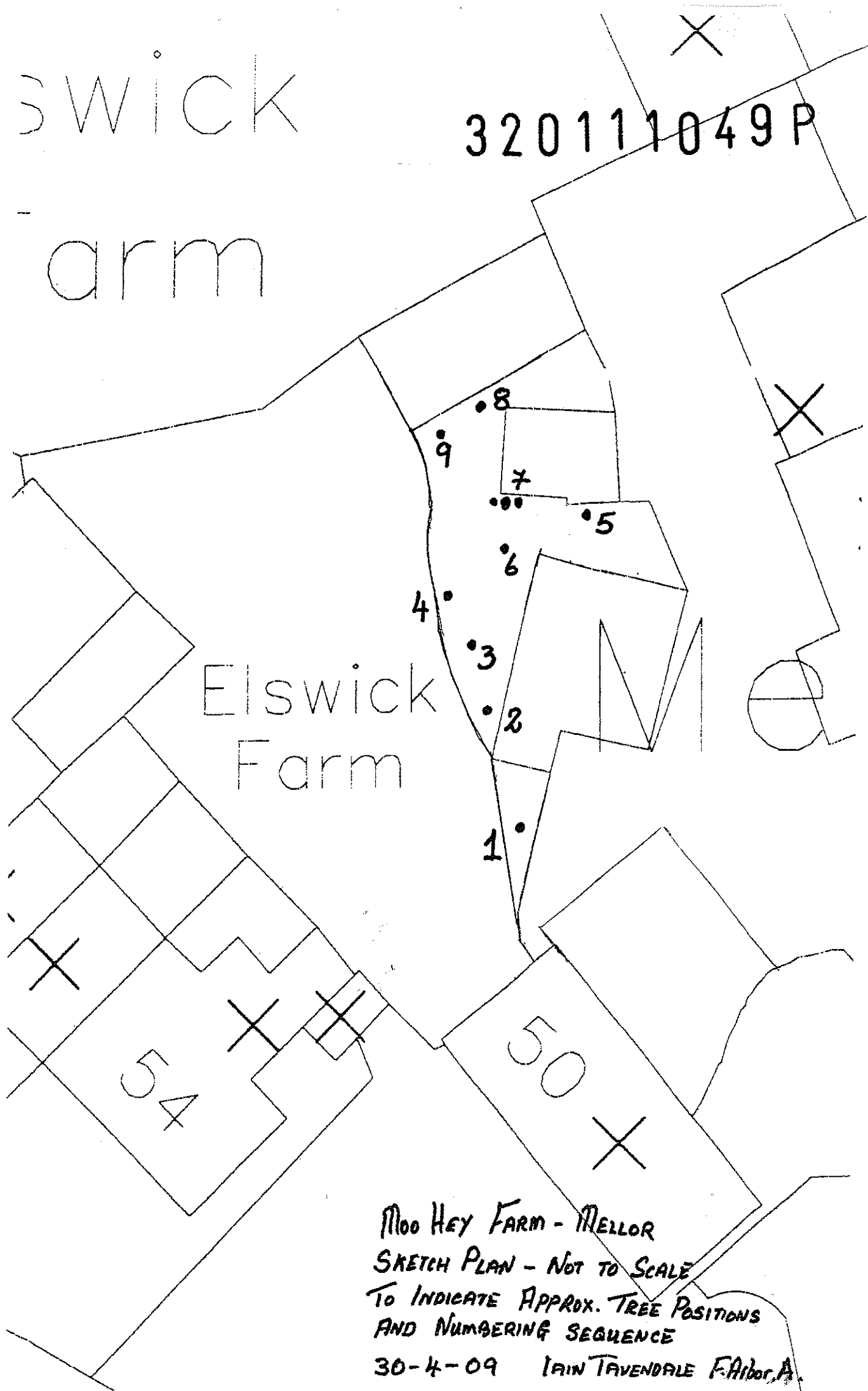
Iain Tavendale F.Arbor.A.
Arboricultural Consultants

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Mrs J Wilkinson/ Alan Kinder Assoc.

Swick
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Moo Hey Farm - Mellor
SKETCH PLAN - NOT TO SCALE
TO INDICATE APPROX. TREE POSITIONS
AND NUMBERING SEQUENCE
30-4-09 IAIN TAVENDALE FAIRBOR A.

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.