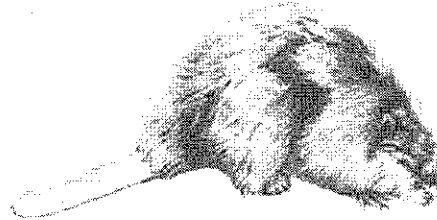


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IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT
PRESTON ROAD, LONGRIDGE.

Issued to:

JWPC LTD

20TH DECEMBER 2010

Prepared by: Iain Tavendale F.Arbor.A
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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 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

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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			

Inspector: Iain Tavendale

Site: Preston Road, Longridge

Date of Inspection: 15th December 2010

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	Ash	8	240	N 3 E 3 S 3 W 3	2	EM	F	Major stem damage, timber degeneration and decay to North. Minimal safe useful life expectancy.	Fell	0-10	R	26.06	2.88
2	Sycamore	8	380 at ground level	N 3 E 4 S 3 W 4	2.5	EM	P	Stem trifurcates at 0.5m with acute included bark union. Major die back of canopy. Minimal safe useful life expectancy.	Fell	0-10	R	45.37	3.8
3	Sycamore	7	300 est	N 3 E 3 S 3 W 3	1.5	EM	F	Off site - Low canopy over access road. Low vitality.	Undertake remedial pruning	20	B2	40.72 est	3.6 est
4	Sycamore	8	330 at ground level	N 3.5 E 3.5 S 3.5 W 3.5	1.6	EM	F	Stem bifurcates at 0.7m with acute included bark union. Low canopy over access road.	Undertake remedial pruning	10	C2	34.22	3.3
5	Pear	13	480	N 5 E 3 S 4 W 3	3	OM	P	Major die back and decay, extremely low vitality, potential to fail during any period of severe weather.	Fell - could retain in reduced form (4m) for habitat.	0	R	104.24	5.76
6	Ash	16	690 over ivy	N 9 E 7 S 8 W X	3	M/OM	F/P	Ivy clad - inspection restricted. Very low vitality with die back of upper canopy. Some storage of materials under canopy to South but comparatively minimal - decline probably due to natural reasons. Minimal safe useful life expectancy.	Remove or retain in accordance with development proposals. If retained require reduction all round by 20% undertake remedial pruning and monitor. But preferable to fell and replant.	10	C2/ R	215.41	8.28
7	Ash	13	470	N 5.5 E 6.5 S 6 W 6	3	M	F	Ivy clad - inspection restricted. Materials stacked over root system to South. Minor dead wood, old branch stumps etc and one partially occluded pruning would to North. Reasonable vitality. Reasonable form and balance.	Undertake remedial pruning and monitor.	20	B2	99.95	5.64

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
8	Ash	21	750	N 7.5 E 11 S 8 W 7	4	M/OM	F/P	Very low vitality, thin, sparse canopy with major dead wood. Drainage ditch to base - decline possibly related to water presence. Minimal safe useful life expectancy.	Remove or retain in accordance with development proposals. If retained require reduction all round by 20% undertake remedial pruning and monitor. But preferable to fell and replant.	10	C2/ R	254 50	9
9	Ash	20	680 over ivy	N 7.5 E 10 S 7 W 7.5	4	M	F	Ivy clad - inspection restricted. Minor dead wood, old branch stumps etc all typical of species. Reasonable form and balance. Drainage ditch to East - standing water. Reasonable vitality.	Undertake remedial pruning and monitor	20	B2	209 21	8 16
10	Oak	13.5	550	N 5 E 6 S 7 W 7	3	M	F	Decurrent form. Minor dead wood, old branch stumps etc and one limb tear out to approximate North at 4m. Reasonable vitality, form and balance. Land built up over roots to approximate North. Useful potential with management.	Undertake remedial pruning and monitor	20	B2	136 87	6 6
11	Oak	15	600 over ivy	N 6 E 8 S 7 W 4	3	M	F	Ivy clad - inspection restricted. Some dead wood, old branch stumps etc all typical of species. Reasonable vitality. Land built up over approximate North of roots - all historic (20 years). Useful potential with management.	Undertake remedial pruning and monitor	20	B2	162 88	7 2
12	Ash	17	600 est	N 4 E 4 S 9 W 4.5	3	M/OM	F/P	Major die back, thinning of crown etc. In comparatively close proximity to adjacent dwelling and would be considered at reasonable risk of failure during any period of severe weather. Minimal safe useful life expectancy.	Fell	0-10	R	162 88	7 2
13	Ash	13	300 est	N 4 E 4 S 4 W 4	4	EM	F	Off site tree. Minor ivy cover, No obvious physical defects other than minor dead wood etc of minimal significance at present from limited inspection.	No action at present. Monitor	20	B2	40 72 est	3 6 est
14	Field Maple	6	280	N 3.5 E 3.5 S 3.5 W 3.5	2	EM	F	Off site tree, typical decurrent, dense canopy. Reasonable vitality.	Undertake remedial pruning over site and monitor	20	B2	35 47	3 36

Inspector: Iain Tavendale

Site: Preston Road, Longridge

Date of Inspection: 15th December 2010

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
15	Field Maple	6	240	N 3 E 3.5 S 3.5 W 3.5	2	EM	F	Off site tree, typical decurrent, dense canopy Reasonable vitality.	Undertake remedial pruning over site and monitor.	20	B2	26.06	2.88
16	Field Maple	7	400 at ground level	N 4 E 3.5 S 3 W 4	2	EM	F	Multi stemmed from ground level indicative of past damage/ coppicing, sub stems browsed by stock, main stem has vertical scar to south. Some limited potential with management or can be managed as hedgerow plant	Cut back - lay to create secure and manageable traditional field boundary feature	20	C2	50.27	4
17	Ash	10	320	N 4 E 4 S 4 W 4	2.5	EM	F	Possibly self set hedgerow feature. Stem bifurcates at 1.8m with acute included bark union - similar to past hedge reduction height. Minor dead wood, old branch stumps etc all typical of species. Reasonable vitality. Situated to far side of drain ditch	Undertake remedial pruning and monitor.	20	B2	46.33	3.84
18	Ash	12	600	N 5 E 8 S 7 W 6	3	OM	F/P	Major decay throughout lower trunk. Very low vitality. Minimal safe useful life expectancy	Fell	0-10	R	162.88	7.2
19	Ash	10	320	N 5 E 6 S 5 W 4	3	OM	F/P	Basal structure indicates past management as hedgerow. Main stem bifurcates at 2.5m with acute included bark union and indication of stems splitting. Very low vitality. Minimal potential unless cut down and re-layed into hedge.	Fell	0-10	R	46.33	3.84
20	Ash	12	500	N 4 E 7 S 7 W 6	4	OM	P	Swollen basal structure indicative of decay possibly caused by past hedgerow management operations. Very low vitality with dead wood and die back. Minimal safe useful life expectancy. To far side of drain ditch	Fell	0-10	R	113.11	6
21	Ash	16	600 est	N 5 E 6 S 8 W 6	3	M	F	Ivy cover - inspection restricted. Low vitality possibly caused by drainage ditch to West - standing water and some tipping to East. Minor die back, dead wood etc. Probably a limited potential with management.	Undertake remedial pruning and monitor	10/20	C2/ B2	162.88 est	7.2 est

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
22	Ash	8	360	N 3 E 1 S 4 W 4	4	M	F/P	Heavily suppressed by 23 Very low vitality Only very minimal potential with management	Undertake remedial pruning when 23 felled and monitor	10	C2	58.64	4.32
23	Ash	14	510	N 5 E 8 S 6 W 6.5	4.5	OM	P	Very low vitality, dead wood, die back etc No safe useful life expectancy	Fell	0-10	R	117.68	6.12
24	Beech	8	190	N 4.5 E 5 S 3 W 3	0	Y/EM	F	Comparatively recent new planting suppressed by 25 Lack of management has compromised future potential but could be managed for useful period if given space to develop Stake present - partially buried	Undertake remedial pruning and monitor	20	B2	16.33	2.28
25	Goat Willow	7	400 at ground level	N 3 E 4 S 4 W 5	0	M	F	Multi stemmed from near ground level with numerous acute included bark unions Poor tangled form all typical of species with basal damage Minimal value and/or potential	Fell	0-10	R	50.27	4
26	Beech	10	330	N 4 E 5 S 4 W 4	0	EM	F	Similar to 24 - some potential with management	Undertake remedial pruning and monitor	20	B2	49.27	3.96
27	Ash	20	570	N 6 E 4 S 2 W 3	3	OM	P	Extensive basal damage and decay Crown die back and partial failure. Hazard tree requiring immediate attention	Fell as soon as possible	0	R	147.00	6.84
28	Beech	22	770	N 7 E 9 S 8 W 9	3	M	F	Stem bifurcates at 6m with acute included bark union Minor dead wood, old branch stumps etc and crossing and rubbing branches all typical of species Just commencing a reduction in vitality as indicated by very minor die back, crown thinning and loss of flowing form	Undertake remedial pruning and monitor	20	B2	268.26	9.24

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
29	Beech	8	260	N 4 E 4 S 4 W 4	1	Y/EM	F	Young specimen that has had space to develop with good potential Stake present	Undertake remedial pruning and monitor	20	B2	30.59	3.12
30	Sycamore	10	260 at ground level	N 4 E 3 S 3 W 3	2	Y/EM	F	Stem bifurcates at 1m with acute included bark union - typical failure point Approximately 1.5m from back of footpath and similar distance to street lamp Already causing conflict with lamp. Inappropriate location - minimal potential.	Fell	0-10	R	21.24	2.6
31	Ash	9	290	N 4 E 6 S 2 W 3	1	EM	F	Fungal fruiting bodies to base indicating extensive decay Top has failed in past with complex fork at regrowth. No safe useful life expectancy	Fell	0	R	38.05	3.48
32	Beech	11	430	N 6 E 7.5 S 6 W 7	1	M	F	Decurrent form Reasonable vitality. Minor dead wood, old branch stumps etc typical of species and crossing, rubbing branches Useful potential if given space to develop. Low canopy over footpath.	Undertake remedial pruning and monitor	20	B2	83.66	5.16
33	Ash	20	920 over ivy	N 7 E 9.5 S 9 W x	2	OM	F/P	Very low vitality, thin, sparse canopy Some limb shedding, dead wood etc Will be suffering from timber embrittlement Cavity at 2m on South side of trunk Hazard tree in close proximity to highway No safe useful life expectancy Ivy covered - inspection restricted.	Fell	0	R	382.95	11.04
34	Sycamore	19	690 over ivy	N 6 E 7 S 6 W 8	2	M	F	Ivy cover - inspection restricted Sparse canopy indicates some reduction in vitality. Minor dead wood, old branch stumps etc all typical of species On very edge of narrow water course and could restrict/impede flow	Undertake remedial pruning and monitor	20	B2	215.41	8.28
35	Ash	16	1000	N 5 E 8 S 10 W 8	2	OM	F	Major die back, dead wood, historic limb shedding etc all indicative of advanced decline with no safe useful life expectancy	Fell	0-10	R	452.45	12

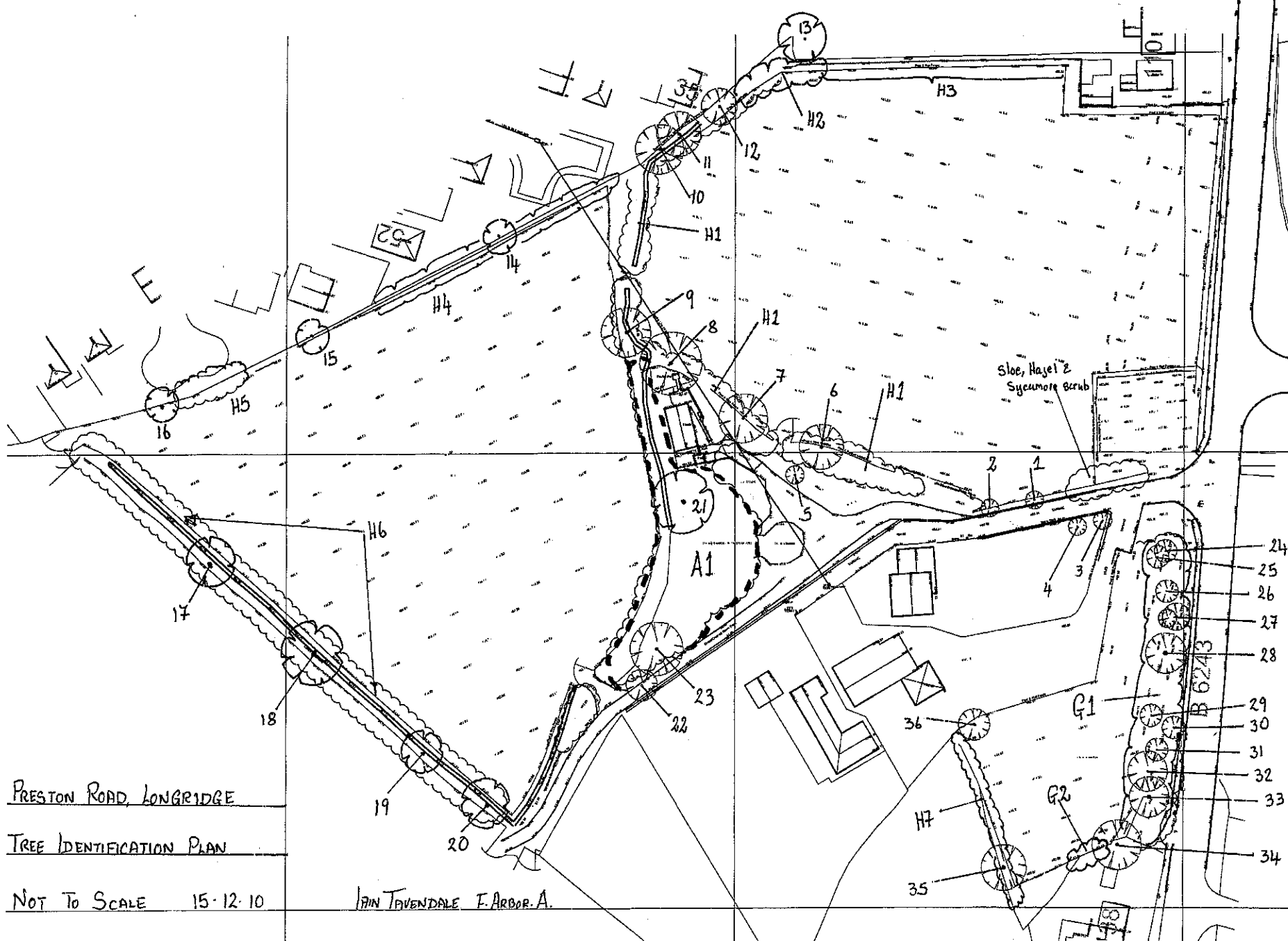
Tree No.	Species	H'gt.	Stem Dia	Branch Spread	H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
36	Sycamore	10	400 at ground level est	N 4 E 4 S 3 W 3	2	EM	F	Multi stemmed from ground level indicative of past coppicing Dense ivy cover throughout - inspection restricted Reasonable vitality but will have questionable fork structures at ground level. Limited potential.	Remove or retain in accordance with development proposals If retained undertake remedial pruning and monitor.	10	C2	50.27 est	4 est
G1	Mixed deciduous	6 avg	200 max	N E S W	3	0	Y/EM	F	Assortment of old hedging, new plantings, self set/ sucker growth material running parallel with highway Some plants have potential with management if can be retained during felling, management provision/ maintenance of sight lines etc.	10/20	C2/ B2	18.10 max	2.4 max
G2	Ash, Thorn etc	10	200	N E S W	3	1	Y/EM	F	Scrub type material to boundary on edge of or very close to water course All unsuitable due to probable incremental root growth and potential for displacement of bankings.	10/20	C2/ B2	18.10	2.4
H1	Predominantly Thorn and occasional Holly and Ash	6 max	300 at ground level est	N E S W	3 max	0	M	F	Reasonable continuous feature Has been managed in past but neglected in more recent times Species tolerant of heavy reduction/ layering Could be reclaimed with sympathetic management.	10	C2	28.28 est	3 est
H2	Predominantly Thorn	6	75	N E S W	3	0	EM	F	Remnant field boundary hedge Totally unmanaged Reclaimable but of questionable value/ desirability	10	C2	2.55	0.9
H3	Thorn	1.6	75 at ground level	N E S W	0.5	0	Y/EM	F	Well managed, secure boundary feature	20	C2	1.77	0.75
H4	Predominantly Thorn	2 max	75	N E S W	1	0	EM	F	Reasonably well managed secure boundary feature	20	C2	2.55	0.9

Inspector: Iain Tavendale

Site: Preston Road, Longridge

Date of Inspection: 15th December 2010

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
H5	Thorn	5	200 max	N E S W 2	0	EM	F	Unmanaged field boundary feature Species tolerant of hard pruning/ reclamation to create secure and manageable feature	Cut back - lay to create secure and manageable traditional field boundary feature	20	C2	18.10 max	2.4 max
H6	Thorn	6 max	300 at ground level max	N E S W 2	1	EM	F	All to far side of drain ditch. Loosely spaced feature Could be reclaimed to form secure feature - species tolerant of such management	Cut back - lay to create secure and manageable traditional field boundary feature.	20	C2	28.28 max	3 max
H7	Holly, Thorn, Elder etc	4 max	100	N E S W 3	0	EM/M	F/P	Has had limited management in past All material tolerant of hard pruning if required to be reclaimed/ improved/ secured	Remove or retain in accordance with development proposals. If retained, implement further management to create secure, traditional field boundary feature.	10/20	C2	4.52	1.2
A1	Sloe, Willow, Ash, Fruit etc	11 max	300 max	N E S W 3 avg	1 avg	EM	F	Dense mass of scrub type material with drainage ditch/ water course running through Nothing of any significance but does form green "mass" If improvements/ modifications required to water course could be effectively lost/ destroyed Potential only with detailed management and extensive planting	Totally dependant upon drainage improvement requirements Undertake remedial pruning to retained stock, selectively thin and replant to beck side and implement new landscaping throughout if can be retained as public open space or similar	10	C2	40.72 max	3.6 max



IAIN TAVENDALE F.Arbor.A
ARBORICULTURAL CONSULTANT
General Conditions of Contract

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