



**IAIN TAVENDALE F.Arbor.A.**

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ARBORICULTURAL CONSULTANT

## ***Arboricultural Impact Assessment***

***Site;***

***Proposed Dwellings - Packhorse Garage Site  
Land at Victoria Terrace  
Mellor Brook***

***Client:***

***Sunderland Peacock & Associates Ltd.***

## **Tree Survey and Methodology**

A site inspection was undertaken on the 27<sup>th</sup> July 2022 in accordance with BS5837:2012 Trees in Relation to Design, Demolition and Construction - Recommendations.

A detailed site survey had been provided, this has been amended to show tree locations together with survey details.

The survey was undertaken from ground level. No excavations were carried out or soil or root samples taken. Where 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 probings 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 some construction 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 inspection revealed that all significant trees were located to the far side of the water course and associated retaining wall.

Such observations and in consideration of section 4.6.3 of the Standards, clearly indicate that the root protection areas / root morphology of any material observed would be generally constrained from extending into the beck and across the site.

All trees are visible from public areas outside the site and contribute to the general visual amenity of the area.

## **Description of Proposed Development**

Again, all such issues have been fully addressed in associated submissions.

In basic terms proposals exist for the construction of five units to the approximate north of the water course with pedestrian access to 3 units via a footpath formed over the water course and along the opposite bank.

## **Designation Relating to Trees**

It is understood that the trees identified exist within a woodland Tree Preservation Order.

As such no works should be undertaken without due notification to and consent from the Local Authority

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 may 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, all as indicated on the various drawings, the trees exist to the far side of the water course where no management appears to have been undertaken in recent times.

A new retaining wall has been formed to either side of the back for water management and drainage purposes and it was noted that a drain has been retained towards the North western end of the retaining wall that runs down the banking from – presumably, properties above.

There is extensive Himalayan Balsam present along the bottom of the woodland towards the retaining wall that ideally should be managed.

### **Implications of Construction.**

#### **1. Direct Loss of Trees.**

To physically implement the proposed footpath link, minor trees will require removal.

<b>BS5837 CAT</b>	<b>TREE No's</b>	<b>TOTAL</b>
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	G1	1 group
Cat – U Poor Quality	None	0

*There will therefore be minor impacts upon the local environment as a result of the proposed construction.*

## 2. Indirect Loss of Trees

There are no potential impacts that would result in any indirect losses:

<b>BS5837 CAT</b>	<b>TREE No's</b>	<b>TOTAL</b>
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 impacts upon the local environment when viewed from public areas outside the site.*

## 3. Pruning of Trees.

There are no requirements to crown lift or otherwise prune trees to afford reasonable clearances beneath canopies, actions that could generate some minor visible change in their appearance;

<b>BS5837 CAT</b>	<b>TREE No's</b>	<b>TOTAL</b>
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 visual amenity afforded to the local environment when viewed from public areas outside the site.*

**Note:** Such works may become necessary in the future if excessive lower growth developed but at present no works are required to implement the proposals. However, all trees are protected and no works could be undertaken without the submission of a Tree Works Application and consent from the LPA.

### **Indirect Impacts on Trees for Construction**

For implementation of the proposed works there are potential impacts on the following items due to proximity to expected root protection areas:

<b>BS5837 CAT</b>	<b>TREE No's</b>	<b>TOTAL</b>
Cat – A High Quality	None	0
Cat – B Moderate Quality	T1 & T2	2 trees
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

Any potential impacts can however be readily mitigated by utilising appropriate methodologies all of which can be readily conditioned and enforced by the Local Authority and implemented by the developer.

### **Discussion.**

Any submitted Statement to identify the methodologies for the construction of the proposed dwellings would be expected to follow guidance within BS5837:2012 Trees in relation to design, demolition and construction – Recommendations Section 7.4.2. et al.

- As discusses previously, the retaining wall abutting the water course will most likely have constrained any root development beneath the water course and to the site.
- Although the expected root protection areas do extend up to the retaining wall and some minor trespass will be caused by the footpath link, all other soils contiguous with the expected root protection areas will remain undisturbed and it is not considered that any significant harm will be caused.
- Protective fencing to be erected prior to any site works commencing so as to ensure no materials are placed / stored within root protection areas and no disturbance is caused. All as per guidance within BS5837:2012 Trees in relation to design, demolition and construction - Recommendations and any Conditions attached to an approval.
- Any backfill required to bring levels up to the required grade to be 4/20 or 20/40 aggregate all as per Arboricultural Association Guidance Note 12, The Use of Cellular Confinement Systems Near Trees: A Guide to Good Practice.

- The footpath link to the far side of the water course to be surfaced with a porous / permeable wearing course again, all as per Arboricultural Association Guidance Note 12, The Use of Cellular Confinement Systems Near Trees: A Guide to Good Practice.
- Should it be required for any reason to undertake any works within any protected expected root protection areas, all such works may be considered acceptable subject to any such intrusions being minimal and any adjacent root protection areas being protected with appropriate ground protection and tree protection fencing.
- All fencing to be retained for the entire build project and only removed upon completion of all works.

Effectively therefore, any potential harmful impacts can be effectively avoided.

*By appropriately considering retained trees and providing appropriate protection during construction all in full accordance with British Standards, any tree damage/disturbance can be avoided so as to maintain an attractive visual amenity.*

#### **Construction Methodology / Arboricultural Method Statement.**

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

- Protection to all retained trees before any materials or machinery are brought onto the site and before any construction commences.
- Removal of any existing features and relevant areas of hard surfacing.
- Installation of temporary ground protection.
- Installation of new surfacing.
- Specialist foundations, installation techniques, levels and similar.
- Retaining structures.
- Storage compounds and temporary services.
- Auditable / audited system of arboricultural site monitoring, including a schedule of specific site events requiring input or supervision.

- Appointment of a Project Arboriculturalist.
- Contact details for all relevant parties.

In respect of the provision of the 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.

The above section “Discussions” indicates proposed methodologies and would be the basis of the Method Statement.

In arboricultural terms, this would 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 neutral / negligible impacts on the retained treescape.*

### **Proximity of Trees to Structures.**

The proposed works have been designed to adhere to guidance within BS5837:2012 in that although they are marginally within the expected root protection areas of retained trees, suitable methodologies and material can be employed to minimise any potential harm.

In respect of the proposed dwellings, all are outside the root protection areas of any retained trees.

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

Some pruning may be required for access beneath the canopies and possibly minor management in the future but, such actions would not be dissimilar to that which frequently occurs in other urban scenarios to permit trees and structures to satisfactorily co-exist. The value of the trees is noted however and there is no intention to undertake operations that would be detrimental to their future viability.

Such actions would also be controlled by the Tree Preservation Order status of the trees so no undesirable works would be permitted or expected.

The proposed works have been designed by the Architects to take account of existing trees, their size and density and the effect that these will have on light availability. The gardens and sitting areas would be expected to achieve direct sunlight for a useful periods of the day.



In respect of seasonal nuisances: leaf fall, fruit, honeydew or similar, where 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 the proposed works.*

### **Services**

Any services would be expected to only exist to the far side of the water course away from the trees. No impacts would therefore be caused.

If for whatever reason service routes are required in the proximity of trees these will be fully assessed and if necessary 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 neutral / negligible impact caused by the provision of services.*

### **Landscaping / New Planting**

New landscaping may be implemented as part of the proposed scheme. It is presumed that appropriate conditions will be attached to any approval to ensure the quality and maintenance of any new material.

All such operations will diversify the landscape, and create an attractive environment.

*The implementation of any new landscaping will provide a moderate beneficial impact to the immediate environment and diversify the woodland structure.*

### **Post Construction**

Should the proposals proceed, trees will be managed as part of an existing environment to create acceptable levels of safety and accessibility. Such actions will also promote tree health and viability and will maximise the potential of the treescape.

Some items may be lost in the future as would be expected within any environment due for example to age, suppression or proposed long term management but, it would be necessary that all such operations be agreed to by the Local Planning

Authority through a Tree Works Application and replanting encouraged or conditioned.

It is reasonable to conclude therefore that as a result of the proposals there would be no appreciable post development 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 therefore considered that any post development pressures would have a negligible to moderately beneficial impact.*

### **Conclusions**

From the foregoing information it can be reasonably concluded that no significant trees require removal to undertake the proposed works.

Retained items have been identified as being at potential risk from indirect impacts but, it has been comprehensively indicated that conflicts can be minimised and that with appropriate methodologies, site management and communications any risks can be avoided and an acceptable juxtaposition achieved.

All operations can if required, be appropriately controlled by the implementation of a detailed Arboricultural Method Statement.

The design and layout of the scheme has considered all arboricultural issues and will permit the construction to proceed without conflict with retained trees. The juxtaposition to trees will also ensure there is good sunlight availability, the need for regular pruning regimes will be avoided, attractive garden environments will be created and seasonal nuisances minimised.

All services can be connected and / or installed without impacting upon retained trees or if necessary, installed using accepted techniques that avoid damage or disturbance to rooting environments.

Post construction impacts have been considered which indicate that it would be expected that the treescape will be positively managed resulting in benefits to the overall treescape.

*It is reasonable to conclude therefore that in respect of arboricultural issues should the proposed scheme proceed there is likely to be a moderately beneficial impact to the future viability of the local treescape.*

**Iain Tavendale F.Arbor.A**

**August 2022**



**IAIN TAVENDALE F.Arbor.A.**

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ARBORICULTURAL CONSULTANT

**Survey Details for Tree at**  
**Packhorse Garage Site, Land at Victoria Terrace, Mellor Brook.**

**Dated: 27<sup>th</sup> July 2022**

**Issued to:**

Prepared by: Iain Tavendale F.Arbor.A  
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**Sunderland Peacock & Associates Ltd.**

**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.

The report does not provide a full health and safety inspection of the trees surveyed. It is not a Tree Hazard Assessment that is specific to minimising the risks and liabilities associated with trees.

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)				
<b>Category U</b> Those in such a condition that they cannot realistically be retained as living trees in the context of the current land use for longer than 10 years	<ul style="list-style-type: none"><li>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)</li><li>Trees that are dead or are showing signs of significant, immediate, and irreversible overall decline</li><li>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</li></ul> <p><i>NOTE Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</i></p>			See Table 2
	1 Mainly arboricultural qualities	2 Mainly landscape qualities	3 Mainly cultural values, including conservation	
Trees to be considered for retention				
<b>Category A</b> <b>Trees of high quality</b> 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
<b>Category B</b> <b>Trees of moderate quality</b> 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
<b>Category C</b> <b>Trees of low quality</b> 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
1	Hawthorn.	13	400	N E S W	4 avg.	0		M	F	Access very restricted, dimension estimated. Ivy clad. Slightly low vitality but reasonable for size and age and current climatic conditions. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	72.39	4.8
2	Sycamore	18	575	N E S W	8 avg.	3		M	F	Stem bifurcates near ground level. Access restricted, dimensions estimated. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	149.59	6.9
G1	Predominantly Hawthorn + Holly and Ash.	10	150	N E S W	3.5	0		Y	F	Self set, scrub type material on banking. Reasonable vitality but close spacings creating mutual suppression. Extensive Himalayan Balsam present in area.	Likely to be lost as a result of proposed footpath construction.	10	C2	10.18	1.8

**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.

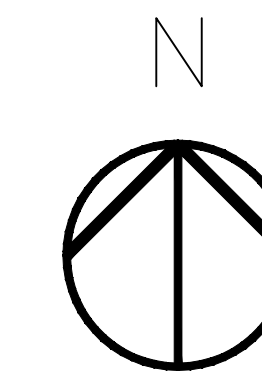
**12. OWNERSHIP/COPYRIGHT**

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.





0 1 2 3 4 5m  
Scale 1:100

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

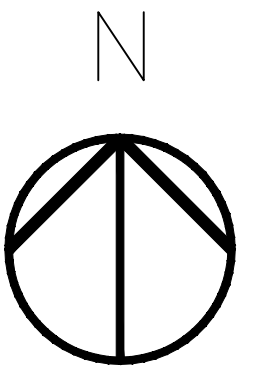


Project Name and Address

Mellor Brook

Drawn by www.YourCad.co.uk	Checked IT
Date Aug 2022	
Scale 1:100 @ A1	





0 1 2 3 4 5m  
Scale 1:100

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

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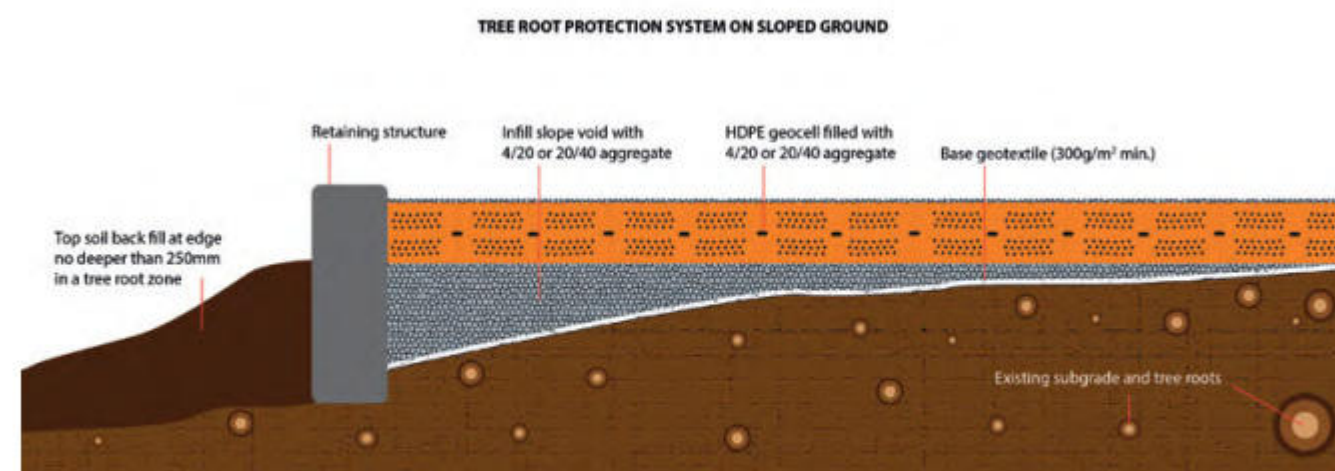


Figure 4: An example of how cellular confinement systems should be installed when the ground is sloping or uneven [image courtesy of Core LP]

- 1 Porous/permeable wearing course
- 2 Separation geotextile (100-300g/m²)
- 3 HDPE geocell filled with aggregate
- 4 Base geotextile (300g/m² min.)
- 5 Existing subgrade

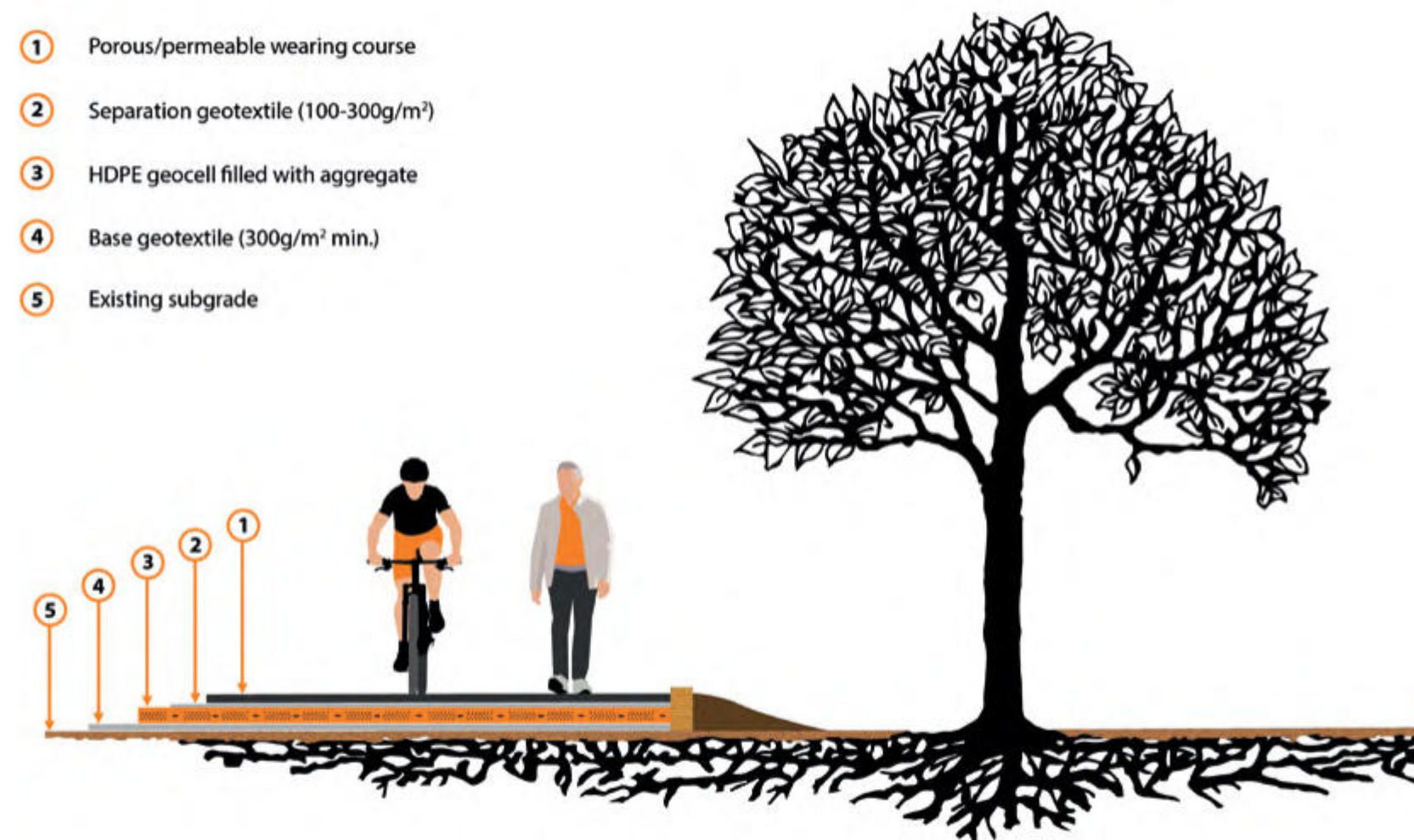
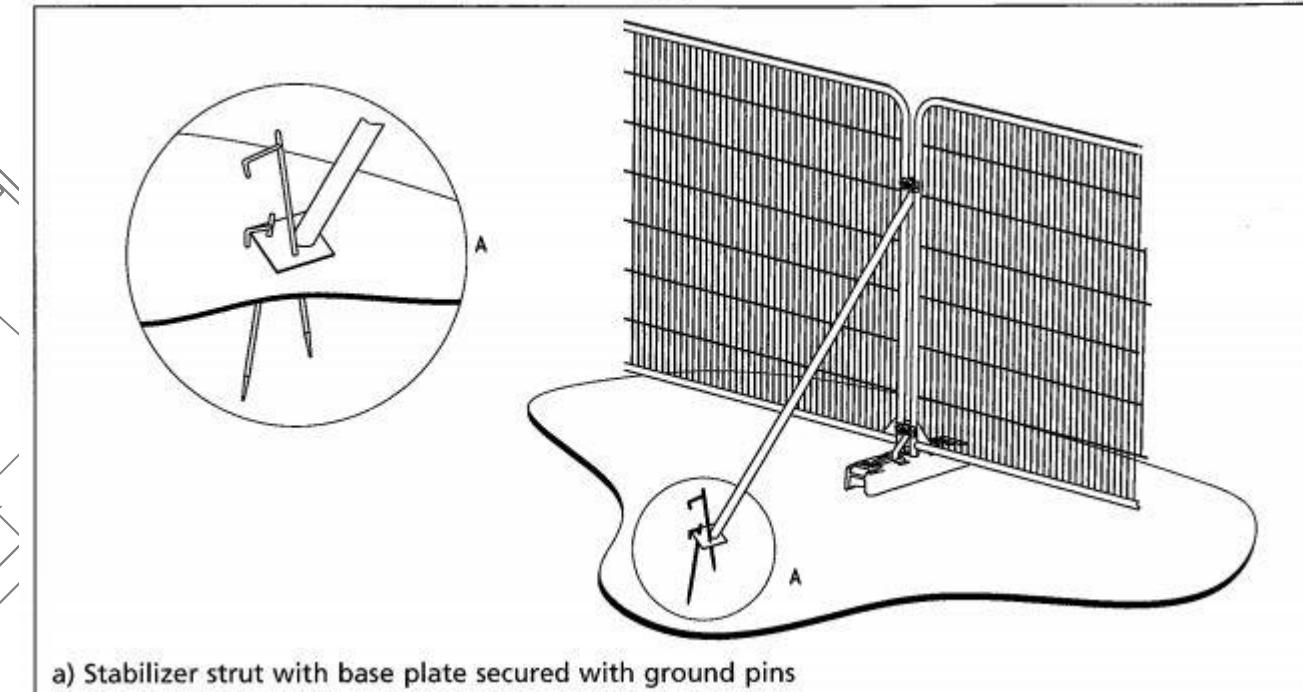
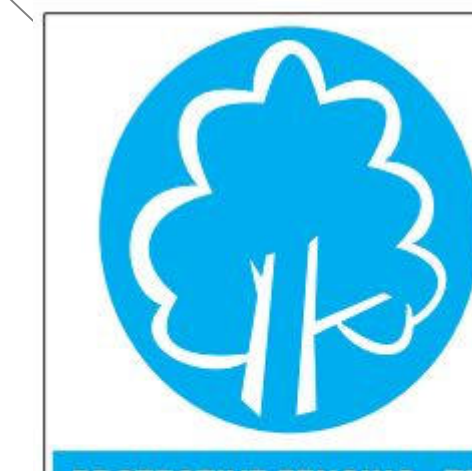


Figure 1: The basic approach to using cellular confinement systems for ground protection near trees [image courtesy of Core LP]

Figure 3 Examples of above-ground stabilizing systems



a) Stabilizer strut with base plate secured with ground pins



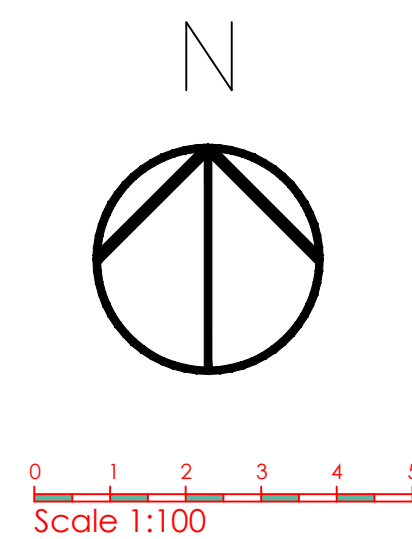
PROTECTIVE FENCING. THIS FENCING MUST BE MAINTAINED IN ACCORDANCE WITH THE APPROVED PLANS AND DRAWINGS FOR THIS DEVELOPMENT.



TREE PROTECTION AREA  
KEEP OUT!  
(TOWN & COUNTRY PLANNING ACT 1990)  
TREES ENCLOSED BY THIS FENCE ARE PROTECTED BY PLANNING CONDITIONS AND/OR ARE THE SUBJECTS OF A TREE PRESERVATION ORDER.  
CONTRAVENTION OF A TREE PRESERVATION ORDER MAY LEAD TO CRIMINAL PROSECUTION.  
ANY INCURSION INTO THE PROTECTED AREA MUST BE WITH THE WRITTEN PERMISSION OF THE LOCAL PLANNING AUTHORITY.

Fencing detail and signage.

Surfacing detail.



General Notes

LEGEND

- AREA
- GROUP
- HEDGE
- WOOD
- TRUNK LOCATION
- TREE SHADE (24 hr)
- A1 AREA REFERENCE
- G1 GROUP REFERENCE
- H1 HEDGE REFERENCE
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IAN TAVENDALE FArbor.A.  
ARBORICULTURAL CONSULTANT

S.S.S. THE SURVEY ASSOCIATION

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