



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES ON LAND AT
CLITHEROE ROAD, WHALLEY.

Issued to: Maybern Planning & Development.

20 January 2025

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Note:

All tree surgery and felling works detailed should be carried out to a standard, the minimum of which is specified in BS3998:2010 Tree Work - Recommendations.

Contractors should be suitably qualified and experienced to an acceptable standard. They should also be aware that if during operations any defects become apparent that would not have been immediately obvious to the Consultant, that such defects should be notified immediately and confirmed in writing within a reasonable period.

All observations and recommendations only relate to the site and the trees as they were at the time of inspection. Should severe climatic or environmental events or changes take place, it may be necessary to reassess the situation so as to ensure an acceptable and continuing level of safety.

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)				
Category U Those in such a condition that they cannot realistically be retained as living trees in the context of the current land use for longer than 10 years	<ul style="list-style-type: none">Trees that have a serious, irremediable, structural defect, such that their early loss is expected due to collapse, including those that will become unviable after removal of other category U trees (e.g. where, for whatever reason, the loss of companion shelter cannot be mitigated by pruning)Trees that are dead or are showing signs of significant, immediate, and irreversible overall declineTrees infected with pathogens of significance to the health and/or safety of other trees nearby, or very low quality trees suppressing adjacent trees of better quality <p><i>NOTE 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				
Category A Trees of high quality with an estimated remaining life expectancy of at least 40 years	Trees that are particularly good examples of their species, especially if rare or unusual; or those that are essential components of groups or formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands of particular visual importance as arboricultural and/or landscape features	Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)	See Table 2
Category B Trees of moderate quality with an estimated remaining life expectancy of at least 20 years	Trees that might be included in category A, but are downgraded because of impaired condition (e.g. presence of significant though remediable defects, including unsympathetic past management and storm damage), such that they are unlikely to be suitable for retention for beyond 40 years; or trees lacking the special quality necessary to merit the category A designation	Trees present in numbers, usually growing as groups or woodlands, such that they attract a higher collective rating than they might as individuals; or trees occurring as collectives but situated so as to make little visual contribution to the wider locality	Trees with material conservation or other cultural value	See Table 2
Category C Trees of low quality with an estimated remaining life expectancy of at least 10 years, or young trees with a stem diameter below 150 mm	Unremarkable trees of very limited merit or such impaired condition that they do not qualify in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater collective landscape value; and/or trees offering low or only temporary/transient landscape benefits	Trees with no material conservation or other cultural value	See Table 2

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	1st Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T1	Sycamore	18	500	N E S W	6.2 8.7 7 5.6	10	7.5W	M	F	Off site. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	113.11	6
T2	Norway Maple	18	460	N E S W	6.1 9.3 7.1 3.5	1.5	2N	M	F	Heavily biased to east. Possibly lost leader in distant past. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	95.74	5.52
T3	Horse Chestnut	16	450	N E S W	6.1 6.7 6.9 4.2	1	2N	M	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	91.62	5.4
T4	Horse Chestnut	18	390	N E S W	3.8 4.5 6.6 7.8	1	3.5W	M	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	68.82	4.68
T5	Horse Chestnut	19	700	N E S W	6.2 5 5.1 6.9	7	7W	M	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	221.70	8.4
T6	Horse Chestnut	19	825	N E S W	6.8 7 7.1 7.8	3	7E	M	P	Ivy clad inspection restricted. Extensive historic damage from infection of Bleeding Canker. Major bark loss / decay. Risk situation within falling distance of highway.	Fell	0/10	U	307.95	9.9

T7	Pine	25	700	N E S W	6 6.7 6.4 5.4	10	14E	M	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	221.70	8.4
T8	Sycamore	13	300	N E S W	4 4.2 4 3.5	5		EM	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	40.72	3.6
T9	Horse Chestnut	19	825	N E S W	7.7 7.8 6.5 9	0	3NE	M	F	Some historic damage from Bleeding Canker to NW of trunk with obvious exudations. Minor basal wound to N.	No action at present. Monitor.	10	C2	307.95	9.9
T10	Horse Chestnut	14	700	N E S W	8 9.5 8.4 3.2	0		OM	P	Major decay throughout - historic infection by Bleeding Canker. Limb failure and obvious cavities. Possible veteran status but in close proximity to highway and risk situation.	Fell	0/10	U	221.70	8.4
T11	Beech	16	365	N E S W	5.1 7 6.2 7.6	2	2.5S	EM	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	60.28	4.38
T12	Oak	21	900	N E S W	5.8 7.5 7.6 9.9	4.5	4.2W	M	F	Dead stump / limb a 2.5m to S. Incipient decay within trunk to rear of stump. Some historic limb failure. Reasonable vitality.	Undertake remedial pruning and monitor.	20	B2	366.48	10.8
T13	Sycamore	17	410	N E S W	8.5 2.5 2 8	6	6W	M	F	heavily biased to highway from mutual suppression. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	Undertake remedial pruning and monitor.	20	B2	76.06	4.92
T14	Horse Chestnut	20	700	N E S W	7.6 5.4 6.6 6.3	0	6E	M	F/P	Extensive wounding to lower trunk from Bleeding Canker infection. Some exudations from wounds. Secondary infections evident. Limited potential.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	221.70	8.4

T15	Horse Chestnut	21	750	N E S W	7.7 6.2 4.9 5.8	4.5	5N	M	F	Some historic limb failure. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	10+	C2	254.50	9
T16	Horse Chestnut	21	825	N E S W	5 8.7 7.8 5.7	3	6W	OM	P	Major decay throughout stem. Very low vitality.	Fell	0	U	307.95	9.9
T17	Horse Chestnut	17	590	N E S W	6.1 7.9 5.8 4.5	1.5	4E	OM	P	Very low vitality. Extensive decay in main trunk possibly from effects of Bleeding Canker	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	157.50	7.08
T18	Horse Chestnut	19	950	N E S W	9.4 7.9 13.8 12.6	1	5W	M	F	Low vitality but reasonable for size and age. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	408.33	11.4
T19	Sycamore	19	500	N E S W	6.1 4.9 3.4 6	8		M	P	Virtually dead. Stem bifurcates at 5m.	Fell	0/10	U	113.11	6
T20	Beech	19	525	N E S W	4.3 6.4 7.5 5.5	2.5	5S	M	P	Very low vitality. Fungal fruiting body of Ganoderma at base. No safe useful life expectancy.	Fell	0/10	U	124.71	6.3
T21	Sycamore	17	375	N E S W	1 4.6 5 2	3	3S	M	P	Virtually dead.	Fell.	0/10	U	63.63	4.5
T22	Sycamore	14	500	N E S W	5.7 7.1 5.4 3	3	3N	M	P	Virtually dead.	Fell.	0/10	U	113.11	6
T23	Sycamore	19	650	N E S W	9.9 6.4 5.3 10	2	2W	M	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	191.16	7.8

T24	Beech	19	570	N E S W	6.3 5.5 5.1 5.6	1.5	4W	M	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	147.00	6.84
T25	?	8	575	N E S W	5.5 5.3 2.5 3	1	1.5E	OM	P	Stump. Woodpecker holes present. Hollow.	Discuss with Ecologist.	0	U	149.59	6.9
T26	Sycamore	17	600	N E S W	3 8 7 0	1.5	4.5E	OM	P	Virtually dead.	Fell	0	U	162.88	7.2
T27	Norway Maple	6	600	N E S W	1 5.5 6 0	2	1.5SE	OM	P	Stump, one shoot / small stem remaining.	Fell	0	U	162.88	7.2
T28	Horse Chestnut	19	1200	N E S W	9.6 9.7 13.4 11.8	1		OM	F/P	Stem breaks into multiple attachments at 5m. Stem to east has failed with wounding typical of Bleeding Canker infection extending down from failure point. Other evidence of historic Bleeding Canker on trunk. Long scaffold limbs - typical of species with evidence of torsional cracking and with potential for failure.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	651.53	14.4
T29	Alder	16	375	N E S W	6 6 6 6	5	5NE	M	F/P	very low vitality. Obscured within dense sloe vegetation - access not reasonably possible.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	63.63	4.5
T30	Horse Chestnut	18	830	N E S W	10.7 7.6 9 10.4	0	6S	M	F	Low vitality but reasonable for size and age. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. Large surface rots evident, possibly caused by regular waterlogging of adjacent soils.	No action at present. Monitor.	10+	C2	311.69	9.96

T31	Lombardy Poplar	25	940	N E S W	4.7 6 6.5 3	12		M	F/P	Very low vitality. Dead wood / die back evident. Short life expectancy species due to poor decay resistance and weak timber . Prone to snapping.	Fell	0/10	U	399.78	11.28
T32	Oak	18	810	N E S W	8 12.1 13.6 10.3	1	4N	M	F	Gnarled, decurrent form. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	296.85	9.72
T33	Oak	17	775	N E S W	10 6.6 9.3 7.3	1.5		M	F	Similar to T32, stem bifurcates at 2.5m	No action at present. Monitor.	20	B2	271.75	9.3
T34	Ash			N E S W					D	Dead.	Fell	0	U	0.00	0
T35	Horse Chestnut	24	1275	N E S W	10.3 6 12.7 7.2	1	3N	M	F	Major wound to N side from ground level to 4m. Degraded fungal fruiting body at base. Probably wounding from historic Bleeding Canker infection. Several long scaffold limbs with evidence of torsional cracking.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	735.51	15.3
T36	Alder	18	390	N E S W	5.8 4.3 2.7 3	12	10S	M	F	Pole type specimen with minimal canopy. Wound at 1m to SE.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	68.82	4.68
T37	Norway Maple	11	340	N E S W	0 2 8.7 2	10	5S	EM	P	Stump. 1 limb to south, top having failed. Fungal fruiting bodies at base.	Fell	0/10	U	52.30	4.08
T38	Horse Chestnut	18	710	N E S W	4 6.6 7.3 4.9	1.5	2S	M	F	Extensive decay up entire northern side of trunk. Crown has failed at height.	Fell	0	U	228.08	8.52

T39	Horse Chestnut	18	850	N E S W	12.4 10.3 8.6 5.5	1.5	5N	M	F	Stem bifurcates at 5.3m with an acute included bark union that has split with major failure foreseeable at any time. Species has weak timber with poor decay resistance.	Fell	0	U	326.89	10.2
T40	Beech	16	425	N E S W	3.9 3.6 7.7 6.1	3	3.5N	M	F	Appears to have lost original leader. New leader developed with bias to south. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	81.72	5.1
T41	Sycamore	18	790	N E S W	9.4 6.6 7.6 6.7	3	3E	M	F	Low vitality but reasonable for size and age. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	282.37	9.48
T42	Lime	14	700	N E S W	7.2 6.2 7.8 3.1	0		EM	F	Multi stemmed group of shoots from old stump with trunk laying to east with living shoot still evident. Numerous acute included bark unions at coppice point - failure potential unless managed / re-cut on regular basis.	Undertake remedial pruning and monitor.	10	C2	221.70	8.4
T43	Sycamore	15	550	N E S W	7.4 10.1 4.2 3.2	6	6N	M	F/P	Twin stems from 4m - central stem has died off / failed leaving stem to NE to gain dominance. Central stem decayed / hollow. Basal wounds with incipient decay + wounds to trunk.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	136.87	6.6
T44	Horse Chestnut	17	600	N E S W	7.2 6 7 7.5	1	4NW	M	F	Decay at base with hollow vertical section. Evidence of Bleeding Canker infection, numerous vertical wounds with bark loss. Some wound tissue development but also incipient decay.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	162.88	7.2

T45	Sycamore	20	800	N E S W	6.4 8.6 11.2 6.3	2	2.5S	M	F	Biased to S. Mutually suppressed but adjacent item now lost. Minor limb failure. Reduced vitality but reasonable for size and age. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	Undertake remedial pruning and monitor.	20	B2	289.57	9.6
T46	Alder	14	625	N E S W	5.7 6 6.4 5.5	1		M	F	Stem trifurcates at 1.5m. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. On edge of water course. Gas main evident to south.	No action at present. Monitor.	20	B2	176.74	7.5
T47	Alder	16	750	N E S W	9.1 8.3 9 8.8	1.5	3N	M	F	On edge of water course. Gas main evident to north. Extensive basal growths. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	254.50	9
T48	Oak	14	750	N E S W	7.2 7.5 5.3 8.1	2	3W	M	F	Very low vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. Off site.	No action at present. Monitor.	20	B2	254.50	9
T49	Sycamore	19	680	N E S W	7.3 5 5 7.2	1.5	4W	M	F	Low vitality but reasonable for size and age. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species.	No action at present. Monitor.	20	B2	209.21	8.16
T50	Sycamore	16	425	N E S W	4.4 8. 2.6 3.8	4	4SE	M	F	As per T50	No action at present. Monitor.	20	B2	81.72	5.1
T51	Sycamore	21	830	N E S W	4.6 10 11.1 9.5	2	4.5S	M	F	As per T50	No action at present. Monitor.	20	B2	311.69	9.96

T52	Silver Birch	14	450	N E S W	5 5 5 5	1		M	F	Stem trifurcates at 0.5m with included bark unions. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. In area of complex ground levels. Small Hawthorn adjacent.	No action at present. Monitor.	20	B2	91.62	5.4
T53	Ash	14	400	N E S W	6.8 8 7 8	2	3E	M	F	Reasonable vitality. 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
T54	Sycamore	19	650	N E S W	9.1 8.6 7 9	4	4W	M	F	Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. Off site	No action at present. Monitor.	20	B2	191.16	7.8
T55	Lime	12	0.8	N E S W	7.1 8.4 5 4.4	3		OM	P	Was four stems only remnant of 1 remaining. Some epicormic regrowth's. Reasonable vitality. Extensive decay to various stumps. Minimal potential unless pollarded and managed in much reduced form.	Preferable to fell and replant.	0/10	U	0.00	0.0096
G1	Predominantly Sycamore & Hawthorn + Ash & others.	15	300	N E S W	5.5	0		M, E/M	F	Historic hedging with self set "standards" growing within. Some ivy infestation. All off site. Some displacement of boundary P&R fencing being caused. Manageable.	No action at present. Monitor.	20	B2	40.72	3.6
G2	Lime	25	700	N E S W	11	1.5		M	F	All off site. Some dead wood and die back but all very typical of species. Creating avenue effect to neighbouring property.	No action at present. Monitor.	20+	B2	221.70	8.4
A1	Sloe & Hawthorn	8	200	N E S W	6	0		M	F	Dense impenetrable mass of vegetation. Some Hawthorn and what appears to be dead ash - possibly from infection of Ash dieback (Hymenoscyphus fraxineus) that is rife in the area. Sloe very prone to suckering and spreading in uncontrollable manner.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning + monitor.	10	C2	18.10	2.4

A2	Native mix.	16	300	N E S W	6	1.5		EM	F	All off site and on banking to highway. Unmanaged. Canopy spreads over site plus some displacement of P&R boundary fencing. Comparatively large element of Ash to eastern end with extensive Ash dieback (<i>Hymenoscyphus fraxineus</i>) infection.	Advise owners. Undertake remedial pruning to overhanging material to create more formal boundary feature and permit repairs to fencing.	20	B2	40.72	3.6
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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.