



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT
LEES HALL ROAD

Issued to:

SPAWFORTHS

28th October 2016

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Note:

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

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

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

Should the inspection have taken place during the dormant season, this will have simplified the inspection of the high crowns and canopies. It will not have been possible however to ascertain either leaf size, colour or density which, can be classic indicators of stress or root associated disorders.

The survey has also been prepared in the knowledge that some form of development may occur on the site. As such, some of the recommendations put forward could be considered unnecessary were the site simply left as it presently exists.

Furthermore, should development be approved, it may be necessary to reassess and amend this document upon completion of all construction operations to ensure that trees, properties and people can all safely co-exist.

All tree numbers refer to those indicated on the attached site drawing. Dimensions of any trees off site may have been estimated if access was not possible.

The report unless stated otherwise, is of a preliminary nature in that the trees were not climbed but inspected from ground level, and no soil or timber samples have been taken for analysis.

A copy of the Consultant's General Conditions of Contract are attached. These form the basis upon which all services and information are provided.

KEY:

Tree No. - Tree Number – to be recorded on tree survey plan where necessary.

Species – common and scientific names, where possible.

Height – overall height of the tree in metres

Stem Dia - Stem diameter – in millimetres at 1.5m above adjacent ground level (on sloping ground to be taken on the upslope side of the tree base) or immediately above the root flare for multi stemmed trees.

Branch spread – in metres taken at the four cardinal points to derive an accurate representation of the crown (to be recorded on the tree survey plan where necessary).

Height of cc - Height of crown clearance – in metres above adjacent ground level to inform on ground clearance, crown stem ratio and shading). Where considered desirable, first significant branch and direction of growth e.g. 2.4-N

Age class – young (Y), Middle aged (MA), mature (M), over mature (OM) & veteran (V).

Physiological condition – e.g. good (g), fair (f), poor (p) & dead (d).

Structural condition – e.g. collapsing, the presence of decay and any physical defect.

Preliminary management recommendations – including further investigations of suspected defects that require more detailed assessment and potential for wildlife habitat.

ERC - Estimated remaining contribution – in years, <10, 10+, 20+, 40+.

Cat grade - Category grade – U or A to C (see Table 1) to be recorded in plan on the tree survey plan where appropriate.

RPA – Root protection area calculated from BS5837:2012 Trees in Relation to Design, Demolition and Construction – Recommendations in sq/m's. Where indicated, dimensions of radius of circle or sides of square based around centre point of trunk calculated for design purposes.

RP – Remedially prune: remove significant dead wood, basal & epicormic shoots, broken, crossing and rubbing branches etc and undertake light reshaping if necessary to improve form and balance/ abate actual or potential nuisance. Ensure adequate clearances over highway (5.2m) and footpath (2.4m)

- estimated dimensions (e.g. for off-site or otherwise inaccessible trees where accurate data cannot be recovered).

Table 1 Cascade chart for tree quality assessment

Category and definition	Criteria (including subcategories where appropriate)			Identification on plan
Trees unsuitable for retention (see Note)				
Category U Those in such a condition that they cannot realistically be retained as living trees in the context of the current land use for longer than 10 years	- Trees that have a serious, irremediable, structural defect, such that their early loss is expected due to collapse, including those that will become unviable after removal of other category U trees (e.g. where, for whatever reason, the loss of companion shelter cannot be mitigated by pruning) - Trees that are dead or are showing signs of significant, immediate, and irreversible overall decline - Trees infected with pathogens of significance to the health and/or safety of other trees nearby, or very low quality trees suppressing adjacent trees of better quality <i>NOTE Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</i>			See Table 2
	1 Mainly arboricultural qualities	2 Mainly landscape qualities	3 Mainly cultural values, including conservation	
Trees to be considered for retention				
Category A Trees of high quality with an estimated remaining life expectancy of at least 40 years	Trees that are particularly good examples of their species, especially if rare or unusual; or those that are essential components of groups or formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands of particular visual importance as arboricultural and/or landscape features	Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)	See Table 2
Category B Trees of moderate quality with an estimated remaining life expectancy of at least 20 years	Trees that might be included in category A, but are downgraded because of impaired condition (e.g. presence of significant though remediable defects, including unsympathetic past management and storm damage), such that they are unlikely to be suitable for retention for beyond 40 years; or trees lacking the special quality necessary to merit the category A designation	Trees present in numbers, usually growing as groups or woodlands, such that they attract a higher collective rating than they might as individuals; or trees occurring as collectives but situated so as to make little visual contribution to the wider locality	Trees with material conservation or other cultural value	See Table 2
Category C Trees of low quality with an estimated remaining life expectancy of at least 10 years, or young trees with a stem diameter below 150 mm	Unremarkable trees of very limited merit or such impaired condition that they do not qualify in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater collective landscape value; and/or trees offering low or only temporary/transient landscape benefits	Trees with no material conservation or other cultural value	See Table 2

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	1st Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T1	Ash	7	150	N E S W	3.1 3.4 2.9 2.6	1.5	1.5 West	Y	F	Sub dominant stem to north with included bark union. Decurrent habit. Reasonable vitality. Fence fixings into trunk.	Remove or retain in accordance with development proposals.	10	C2	10.18	1.8
T2	Sycamore	12	350	N E S W	5.2 7 5 5.3	0.5	1.6 North	M	F	Heavily biased to north east. Growing from base of shed. Decurrent form. Reasonable vitality. Canopy rubbing on shed roof.	Limited potential. Remove or retain in accordance with development proposals. If retained, undertake remedial pruning and monitor.	10+	C2	55.42	4.2
T3	Apple	7	375	N E S W	1 6.4 6 4.5	1.5		M	F/ P	Very low vitality. Heavily biased to south probably from root lift at early age. Minor dead wood and old branch stumps, all typical of species and old branch stumps. Beyond reasonable management for fruit production.	Limited potential. Remove or retain in accordance with development proposals. If retained, undertake remedial pruning and monitor.	10+	C2	63.63	4.5
T4	Hawthorn	8.5	425	N E S W	4 5.2 5.9 5	1.2		M/ OM	F	Remnant hedgerow item now grown on. Multi stemmed habit. Relatively low vitality. Some minor basal damage and typical tight forks.	No action at present. Monitor.	10+	C2	81.72	5.1
T5	Hawthorn	9.5	600	N E S W	4.2 4.7 5.5 4.8	1.4		M/ OM	F	Similar to T4. Base obscured by tipped stone and brick.	No action at present. Monitor.	10+	C2	162.88	7.2

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
T6	Ash	10	275	N E S W	5.1 4.1 4.3 4.6	2	2 East	Y	F	Probably topped in past. Reasonable recovery although crossing and rubbing limb present. Reasonable vitality.	No action at present. Monitor.	10+	C2	34.22	3.3
T7	Ash	20	750 #	N E S W	10 12 14.1 12	3	6.2 South	OM	F	5.5m off site. Major limb over site split and could readily fail. Major decay in high crown. At risk tree. Minimum safe useful life expectancy.	Discuss with owners. Hazard tree.	0	U	254.50	9
T8	Ash	17	700	N E S W	6 5.8 6 6.9	4	4.5 North	M	F	Stem bifurcates at 2.5m with very complex stem structure with various acute included bark unions and twisted/rubbing stems. All classic failure points of species. Minimum value and/or potential.	Fell.	0/ 10	U	221.70	8.4
T9	Sycamore	15	550	N E S W	7.9 4.8 7.2 6.7	3	3 West	M	F	Stem bifurcates near ground level with acute included bark union extending vertically with stems rubbing above. Stem to east bifurcates at 3.5m with rubbing/crossing section above. Minimum value and/or potential.	Fell.	0/ 10	U	136.87	6.6
T10	Ash	15	550	N E S W	7.5 8.3 6.2 6.1	2	3.5 West	M	F	Stem bifurcates at ground level with sub dominant section to east. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Various occluded & partially occluded pruning wounds to trunk. Scaffold limb to west. Trunk bifurcates at 5.2m with included bark union. Wire embedded in trunk.	Remove or retain in accordance with development proposals. If retained, remove sub dominant stem. Undertake remedial pruning and monitor.	10	C2	136.87	6.6

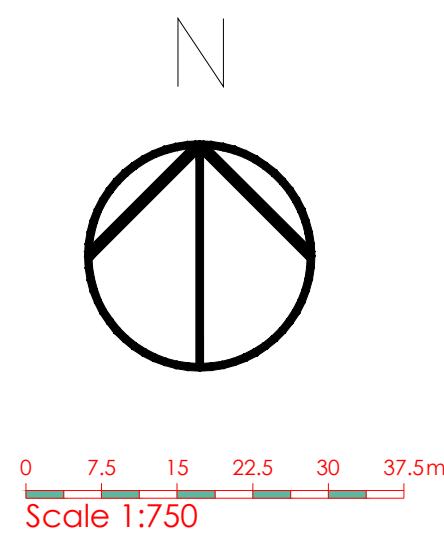
Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	1st Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T11	Sycamore	12.5	275	N E S W	4.8 4.2 3.3 3	3	5 East	EM	F	Heavily suppressed. Sub dominant stem from Ash rubbing on trunk creating significant wound. Wounding to base and various occluded & partially occluded pruning wounds. Minimum value and/or potential.	Fell.	0/ 10	U	34.22	3.3
T12	Ash	10	200	N E S W	4.4 4 3.7 1.9	2	3.2 South	Y	F	Reasonable vitality. Various occluded & partially occluded pruning wounds to trunk. Barbed wire embedded in trunk. Overhead wires entangled in canopy.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10+	C2	18.10	2.4
T13	Sycamore	10	275	N E S W	4.5 4.2 4.1 2.8	3	3 West	EM	F	Reasonable vitality. Various occluded & partially occluded pruning wounds to trunk. Barbed wire embedded in trunk. Overhead wires entangled in canopy.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10+	C2	34.22	3.3
T14	Ash	12	300	N E S W	6.2 5.4 4.2 3.8	4	4 South	EM	F	Reasonable vitality. Various occluded & partially occluded pruning wounds to trunk. Barbed wire embedded in trunk. Overhead wires entangled in canopy.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10+	C2	40.72	3.6
T15	Ash	8	200	N E S W	4 3 3 3.1	2	2 North West	EM	F	Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Close to and rubbing on wall/roof of adjacent dwelling.	Undertake remedial pruning and monitor.	10+	C2	18.10	2.4

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
T16	Ash	12.5	500	N E S W	7.3 8 6.2 6.7	5		M	F/ P	Wide decurrent form. Low vitality, some die back. Wounds to lower limbs over track through allotments. Extensive basal growth. Off site.	No action at present. Monitor.	10	C2	113.11	6
T17	Ash	13	475	N E S W	7.6 9 8.2 7.4	3	3.8 North	M	F	Decurrent form. Some low branch failure/damage from high sided vehicles. Wound from limb loss at 2m with incipient decay/water pocket.	If retained undertake remedial pruning and monitor.	20	B2	102.08	5.7
T18	Sycamore	13	300	N E S W	4.3 2.8 2.9 4.4	2		EM	F	Stem bifurcates at 3.5m. Minor broken limbs. Various occluded & partially occluded pruning wounds to stem. Decurrent form. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Partially suppressed due to group feature.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10+	C2	40.72	3.6
T19	Sycamore	12.5	550	N E S W	5.9 6.4 7.6 6.2	3		M	F	Stem bifurcates at 1.8m - wound to east from historic limb removal. Reasonable vitality. Minor dead wood and old branch stumps, all typical of species. Fence wire embedded in trunk plus reinforcing bar at base. Several wounds on main stem to north at 2.6m.	Remove or retain in accordance with development proposals. If retained undertake remedial pruning and monitor.	10+	C2	136.87	6.6
H1	Predominantly Hawthorn and Crab Apple	6	250	N E S W	3	0		M	F	Unmanaged but Hawthorn tolerant of hard pruning/management and could be reclaimed with effort.	Remove or retain in accordance with development proposals. Preferable to remove and implement new landscaping.	10	C2	28.28	3

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
H2	Predominantly Hawthorn	4	250 #	N E S W	3.5	0		M	F	Unmanaged but reasonable vitality and reclaimable if required.	Remove or retain in accordance with development proposals. If retained reduce height and spread to manageable proportions and maintain in formal habit.	10+	C2	28.28	3
H3	Hawthorn, Dog Rose and Elder	4	150 #	N E S W	2	0		M	F	Remnant hedgerow feature beyond any normal point of reclamation/recovery.	Remove or retain in accordance with development proposals. Preferable to remove and implement new landscaping.	10	C2	10.18	1.8
H4	Predominantly Hawthorn	6 Max	400	N E S W	5 Max	0		M	F	Remnant hedgerow feature. Very gappy. Possibly reclaimable with effort - species tolerant of hard pruning.	Remove or retain in accordance with development proposals. Preferable to remove and implement new landscaping.	10	C2	72.39	4.8
H5	Predominantly Hawthorn	5	150 #	N E S W	3	0		M	F	Relatively entire feature to footpath boundary. Layered in past. Reasonable vitality. Reclaimable.	Remove or retain in accordance with development proposals. If retained reduce height and spread to manageable proportions and maintain in formal habit.	10+	C2	10.18	1.8

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
G1	2 x Ash 1 x Horse Chestnut	14.5	350	N E S W	6 Over Site	2.5		M	F	1 Ash bifurcates at 1.5m with acute included bark union - classic failure point of species. Other Ash has lost sub dominant stem to east and has major wound and incipient decay in trunk. Horse Chestnut probably topped in past. All have limited potential.	Off site. Minimum value and potential. Preferable to remove and replant.	10	C2	55.42	4.2
G2	Ash	11.5	200 Max	N E S W	5.6	3		EM	F	Pole type material growing in old hedge line. Habit indicates some past management for hedgerow. Mutually suppressed. Reasonable vitality.	Limited potential. Remove or retain in accordance with development proposals. If retained, undertake remedial pruning and monitor.	10+	C2	18.10	2.4
G3	Willow, Cherry and Lawson	14	500 #	N E S W	7 Over Site Max	1.2		M/ OM	F	Off site to far side of partially collapsed stone wall. All multi stemmed from historic management as formal feature but now all grown out and beyond any level of reasonable management. Branch shedding from Willows and Lawson readily foreseeable.	Discuss with owners. Preferable to clear fell and implement new landscaping.	0/ 10	U	113.11	6

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
G4	5 x Sycamore	17.5 Max	650 Max	N E S W	7 Max	4		M	F	Two items multi stemmed from near ground level due to past coppicing, poor form, tight forks all classic failure points. Wire attached to/embedded in trunks. Some ivy cover restricting inspection. Mutually suppressed. To base of collapsed boundary wall.	Remove or retain in accordance with development proposals. If retained, reduce heights and spreads by approximately 20% to reduce stress and loadings on weaker sections and retain balanced group. Preferable to fell and implement new landscaping.	10	C2	191.16	7.8
G5	Sycamore	15 Max	375 Max	N E S W	5 Max	1		EM	F/ P	Scrub/self-set type material growing around edge of concrete base. Some low level de-barking. Poor form. Various acute included bark unions. Would be lost in any reasonable site remediation.	Preferable to fell and replant.	10	C2	63.63	4.5
G6	Sycamore	10 Max	300 Max	N E S W	4	1.5		EM	F	Scrub type/self-set material growing tight against walls/barn and/or multi stemmed from previous coppicing with poor/weak fork formation. Minimum value and/or potential.	Preferable to fell and replant.	10	C2	40.72	3.6



General Notes

LEGEND

AREA

GROUP

HEDGE

WOOD

TRUNK LOCATION

TREE SHADE (24 hr)

A1

G1

H1

T1

W1

B2

AREA REFERENCE

GROUP REFERENCE

HEDGE REFERENCE

TREE REFERENCE

WOOD REFERENCE

CATEGORY GRADE

TREE CANOPY GRADES

CATEGORY A

CATEGORY B

CATEGORY C

CATEGORY U

ROOT PROTECTION AREA

No.

Revision/Issue

Date

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Project Name and Address

Lees Hall Road,
Dewsbury Riverside

Drawn by

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Checked

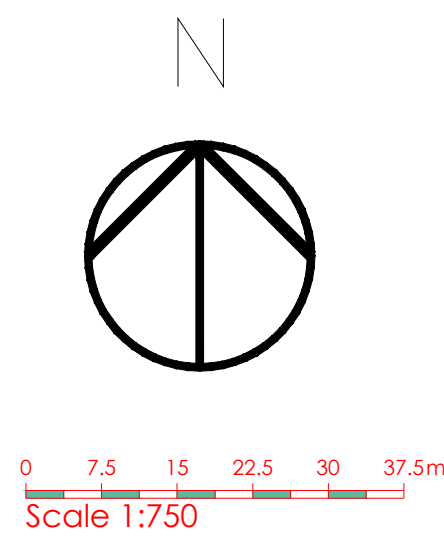
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Date

November 2016

Scale

1:750 @ A1



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

IAIN TAVENDALE F.Arbor.A.
ARBORICULTURAL CONSULTANT

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Project Name and Address

Lees Hall Road,
Dewsbury Riverside

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Date November 2016	
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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.