

IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

***Arboricultural Impact Assessment.
Proposed Alterations and Extension.***

***Site;
6 Oldroyd Way, Dewsbury.***

***Architect:
Raja F Riaz.***

Tree Survey and Methodology

A tree survey of the site was undertaken on the 24th April 2024 all in accordance with BS5837:2012 Trees in Relation to Design, Demolition and Construction - Recommendations.

A detailed site survey drawing had also been prepared upon which the tree's location etc. has been indicated for identification purposes and to produce the Tree Protection Plan.

The survey was undertaken from ground level. No excavations were carried out or soil or root samples taken. If 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 probing 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 construction is proposed.

It should be noted that the BS5837 is the only nationally recognised document which provides guidance and recommendations on the relationship between trees and design, demolition and construction processes. It expects that appropriately qualified and experienced persons will be entrusted with the execution of its provisions.

The British Standard does not provide specific distances for any trees in relation to structures (other than for new plantings and potential damage from incremental

growth) and whilst it may recommend that no construction should occur within the expected root protection areas of retained trees (the default position), the Standards provide detailed guidance on how construction could occur if all appropriate factors and methodologies can be addressed.

They clearly expect that an informed, qualified and experienced person applies due consideration to all issues to achieve a satisfactory design appropriate for any particular site and the identified constraints.

General Description of Site and Surroundings

The site and surroundings have been described in detail within other submissions.

In respect of arboricultural issues, a large Sycamore exists to the approximate north of the dwelling at the top of a gentle grade down to the main lawn below.

Other smaller and lesser trees exist along the rear / eastern boundary at an acceptable distance from the proposed construction footprint / working area.

The site has been utilised for domestic purposes over the years and has been managed as necessary to maintain an attractive visual appearance by regular grass cutting and maintenance of shrubs and other foliage.

Soils within the area and / or the site have not been analysed however, the successful establishment of trees and other vegetation within the area indicate soils are probably within the neutral to acid range and not waterlogged. The size and growth rates of the vegetation suggest that soils are reasonably fertile and the local microclimates relatively mild and / or sheltered.

Description of Proposed Development

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

The proposed Site Layout is indicated on the attached Tree Location Plan.

Designation Relating to Trees

From Kirklees Council interactive mapping service, it appears that the tree under consideration is protected by Tree Preservation Order.

Regardless, it is always recommended that advice and / or confirmation as to statutory protection is obtained from the relevant LPA before commencing any tree works.

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 can 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, management of the trees / vegetation appears to have only been implemented on a very limited and random basis as and when necessary to abate identified nuisances.

The presence of these trees in proximity to third party properties together with their owner's legal obligations may generate further management but again it is probable that any such works will only be implemented on a random basis as and when deemed necessary.

Implications of Construction.

1. Direct Loss of Trees.

To physically construct the proposed extension, no items will require removal:

BS5837 CAT	TREE No's	TOTAL
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 visual amenity afforded to the local environment.

2. Indirect Loss of Trees

As a result of the proposed construction operations and to achieve an acceptable juxtaposition to the extension there will be no requirements to remove any trees due to indirect impacts:

BS5837 CAT	TREE No's	TOTAL
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 recommendations to prune trees to physically implement the proposed works.

BS5837 CAT	TREE No's	TOTAL
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 changes in the visual amenity currently afforded when viewed from public areas outside the site.

Note:

If indicated in the Tree Survey, removal of trees for arboricultural purposes is to fell poor quality material of limited potential and promote quality of retained stock. Re-planting is usually recommended unless existing stock would effectively prevent establishment. Such proposals would be considered as positive pro-active recommendations but, if for whatever reason retention is sought by other parties, consideration would always be given to alternative options.

Recommendations may also be included within the Tree Survey for basic remedial pruning to improve form and balance, formalise vegetation for safety and security, remove dead wood and to generally promote health and viability. Such works would be recommended regardless of development proposals but may be incorporated within the management of the site should development proceed.

Any proposed works to protected trees would require the submission of a Tree Works Application.

Indirect Impacts on Trees for Construction

All trees to be retained are outwith the construction footprint and located where protection can be afforded by the tree protection fencing / ground protection.

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	T1	1 tree
Cat – C Low Quality	None	0
Cat – U Poor Quality	None	0

The identified tree can be adequately protected and due to its location, it would not be expected that there would be any significant indirect impacts and its visual amenity within the local environment would be assured.

Indirect Development Impacts - Considerations.

As stated one tree is located where there may be considered potential for indirect harm generated by access requirements into the construction area.

Tree and root protection can however be effectively afforded to the root protection area of the retained tree by the proposed Tree Protection Fencing and Ground Protection.

It would also be expected that any existing hard surfacing be retained for as long as possible during construction so as to maintain a safe a clean working environment for contractors.

It is considered therefore that the future potential of retained tree can be assured. Furthermore, with all other soils contiguous with the root protection area being left undisturbed, it is not considered that any material harm would be caused.

The implementation of such methodologies and management would have a moderately beneficial impact.

Construction Methodology / Arboricultural Method Statement.

It may be expected that the requirement for an Arboricultural Method Statement be conditioned to any approval for development within the site.

Due to the scale of the construction, limited access, walls etc., it may however be reasonably considered that an Arboricultural Method Statement may be unnecessary in the instance and may therefore be omitted.

If required however, any such document, as detailed in BS5837:2012 Trees in relation to design, demolition and construction - Recommendations would be appropriate to the proposals and would typically addresses the following issues:

- Protection of retained trees before any materials or machinery are brought onto the site and before any construction or excavations commence.
- Removal of any relevant areas of hard surfacing.
- Construction methodology to indicate storage areas, location of welfare units etc.
- Installation of new surfacing.
- Specialist foundations, installation techniques, floor levels and similar.
- Retaining structures.
- Auditable / audited system of arboricultural site monitoring, including a schedule of specific site events requiring input or supervision.
- Contact details for all relevant parties.
- Appointment of a Project Arboriculturalist or similar.

In respect of the provision of any such 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.

In arboricultural terms, this would basically involve the preparation and submission of a detailed and comprehensive document to discharge the relevant conditions.

A draft Arboricultural Method Statement has been appended together with the Tree Protection Plan to indicate that all issues can be readily addressed.

The provision of such a Method Statement if deemed necessary can ensure that there are no impacts on the retained treescape.

Proximity of Trees to Structures.

The extension has been designed to adhere to guidance within BS5837:2012 in that it is located almost entirely outside the root protection areas of trees to be retained when root morphology and other factors are considered.

The north eastern corner of the extension may encroach by a very minor extent into the edge of the root protection area but such potential disturbance is negligible and would not be expected to have any impact upon the future viability of the tree.

The proposed extension and alterations have been designed to take account of existing trees, their size and density and the effect that these will have on light availability.

In respect of seasonal nuisances: leaf fall, fruit, honeydew or similar, conflicts would not be expected and indeed, have not caused any conflicts to date with the existing structure.

If it is considered by any parties that conflicts may arise however, 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 structures or vice versa.

Services

The location of services into or out of the extension would be expected to link back into existing routes and as such there will be no conflict with any retained trees or hedges.

There will therefore be no impacts caused by the provision of services.

Post Construction

Should construction proceed, there will be no detrimental juxtapositions between trees and structures or vice versa. As such there will not be any requirement to prune or otherwise manage the trees other than for good practices / legal liabilities.

Any item may be lost in the future as would be expected within any environment but, it would be expected that all such operations would be appropriately undertaken and replanting encouraged or conditioned all of which would be of benefit to the local treescape.

It is reasonable to conclude therefore that as a result of the proposed construction there would be no appreciable post construction 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 not therefore considered that there will be any post construction pressures that would have an undesirable impact on the local environment.

Conclusions

From the foregoing information and submitted plans it is evident that only one tree is located where indirect impacts could be generated by construction access requirements but, it can be securely retained and appropriately protected.

All operations could, if considered necessary be appropriately controlled by the implementation of a detailed Arboricultural Method Statement conditioned to an approval although due to the locations of the trees plus existing site features and proposed Tree Protection Fencing and Ground Protection, the necessity of such a document is limited.

The design of the extension / alterations has considered all arboricultural issues and will permit the construction to proceed without conflict with retained trees.

All services can be readily installed with no impacts upon retained trees.

The possibility of post construction impacts has been considered, all of which indicate that there will be no harm to the treescape.

It is reasonable to conclude therefore that in respect of arboricultural issues should the proposed works proceed there is likely to be no significant material impacts on the future viability of the treescape.

Iain Tavendale F.Arbor.A
April 2024.



Site;
6 Oldroyd Way, Dewsbury.
Proposed Alterations & Extension.

DRAFT METHOD STATEMENT

METHOD STATEMENT FOR PROTECTION OF TREES DURING CONSTRUCTION.

ABOUT THE METHOD STATEMENT

This method statement has been prepared to ensure that the tree indicated for retention is properly protected throughout the proposed works and continue to represent a visual amenity in the future. It is intended to instruct the contractor on methods which will avoid damage to the tree.

The method statement recommends all construction within influencing distance of trees is to BS5837:2012 Trees in Relation to Design, Demolition and Construction – Recommendations. Any pruning works must be to BS3998:2010 Tree Work - Recommendations and be undertaken by an approved arboricultural contractor. Any development affecting trees must be supervised by an approved arboricultural consultant – the Project Arboriculturalist.

Note: In accordance with Annex B - Trees & the planning system Table B1 (BS5837) This Method Statement is provided as additional information to the Local Authority and identifies further details that the Authority might reasonably seek in a Planning Application when any construction is proposed within (or close to) the root protection areas of retained trees. The Standards advise that a detailed Arboricultural Method Statement would be expected as part of the Reserved Matters / Planning Conditions.

GUIDELINES FOR FILLING IN THE METHOD STATEMENT

The method statement identifies: the order in which works are undertaken and the roles of various people involved; the contacts and others responsible for protection of trees; relevant plans and approvals; detailed methods of tree protection and details for monitoring site supervision.

The following information is therefore submitted with this Statement or has been submitted as part of the application bundle:

- Site layout drawings.
- Tree Constraints Plan / Tree Protection Plan.
- Tree Survey.
- Arboricultural Impact Assessment.

This method statement has been prepared in respect of planning conditions that may be attached to an approved scheme. Failure to adhere to the agreed methods for development may therefore result in a Breach of Condition Notice being served.

2.

METHOD STATEMENT

The people listed below are those with a responsibility for tree protection on the site and from the Local Authority. The relevant people should be contacted in the event of a problem.

SITE NAME	6 Oldroyd Way, Dewsbury.
PROJECT ARBORICULTURALIST	Iain Tavendale F.Arbor.A.
CONTRACTOR	TBC
ADDRESS	TBC

TELEPHONE NUMBER

APPLICATION NUMBER	2024/90527
PLANNING CONDITION NUMBER	TBC

AGREEMENT TO PROTECT TREES

The Developer has agreed to undertake tree protection to the standard advised in the method statement.

PROTECTED AREA

The trees are protected within fencing erected as identified in the attached notes. To avoid damage, **the following points MUST apply within the protected area:**

1. No material should be stored.
2. No cement, diesel or oil should be stored.
3. No vehicles should pass or be parked.
4. No ropes, cables, services or notice boards should be fixed to existing trees.
5. No levels should be changed.
6. No fires should be started with 5m of the protected area.
7. No services should be laid without prior approval and proper supervision.

METHOD STATEMENT

ORDER OF WORKS

	WORKS TO BE UNDERTAKEN	DATE APPROVED	ACTIONS BY
1	Method statement received and approved by Local Authority		Contractor, Local Authority Tree Officer.
2	Install tree protection fencing as indicated on the Tree Protection Plan together with indicated ground protection.		Contractor.
3	Fencing and ground protection approved by Local Authority Tree Officer.		Local Authority Tree Officer
4	Site (Toolbox) meeting with Project Arboriculturalist to go through Method Statement and ensure that all parties are fully conversant with all procedures and methodologies, clarify any queries and establish contacts.		Contractor, Project Arboriculturalist & Architect.
5	Project commences.		Contractor
6	Access monitored for safety and security on slope. Any problems to be reported to Project Arboriculturalist and alternative systems utilised.		Contractor, Project Arboriculturalist
7	Fencing monitored on a weekly basis, record sheet completed and any repairs adjustments to fencing / matting completed to full specification		Contractor Project Arboriculturalist
8	Consultant or Local Authority Tree Officer to be contacted should any problems/complications arise. Work in vicinity of trees to cease until issues are resolved and agreed works confirmed to Local Planning Authority.		Project Arboriculturalist, Contractor
9	If encroachment within any adjacent and unprotected root zones is required for scaffolding or similar at any point, access <u>may</u> be permitted subject to as suitable methodology being submitted and approved by the LPA.		Project Arboriculturalist, Contractor

10	When all construction equipment is cleared from site protective fencing and surfacing to be removed.		Contractor
11	Final site inspection.		Contractor, Local Authority Tree Officer, Project Arboriculturalist

METHOD STATEMENT

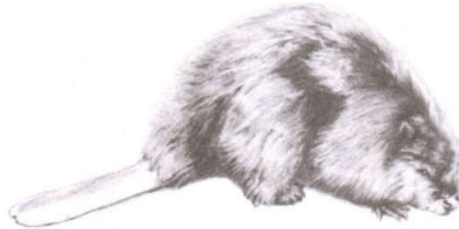
CONTACTS

POSITION	NAME	ADDRESS	TELEPHONE NO.
Contractor.	TBC		
Site Manager	TBC		
Arboricultural Consultant / Project Arboriculturalist.	Iain Tavendale	High Bank Farm, Earby, Lancs. BB18 6LD	07836 246062
Arboricultural Contractor	TBC		
Local Authority Tree Officer	Mr Daniel Atkinson	Kirklees Council	01484 414909

Method Statement Monitoring Form.

6 Oldroyd Way, Dewsbury.

[illegible]



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT 6 OLDROYD WAY, DEWSBURY.

Issued to: Mr Raja F Riaz

Survey undertaken; 23rd April 2024.

Prepared by: *Iain Tavendale F.Arbor.A*
High Bank Farm
Stoneybank Road
Earby
Barnoldswick
Lancs BB18 6LD
Phone *07836 246062*
Email : *iaintavendale.co.uk*

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	- 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	Sycamore	20	725	N E S W	10 9.5 9.4 9.5	5.5	4.8W	M	F	Decurrent form. Reasonable vitality. Minor dead wood, old branch stumps and crossing / rubbing branches all typical of species. Canopy over sailing roof of No.6 and approaching that of adjacent property to approx. NW.	Would recommend pruning back canopies by the removal of tertiary branch work to provide a 2m clearance to adjacent roofs to avoid damage by branches striking fabric of building or vice versa.	20+	B2	237.82	8.7

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.

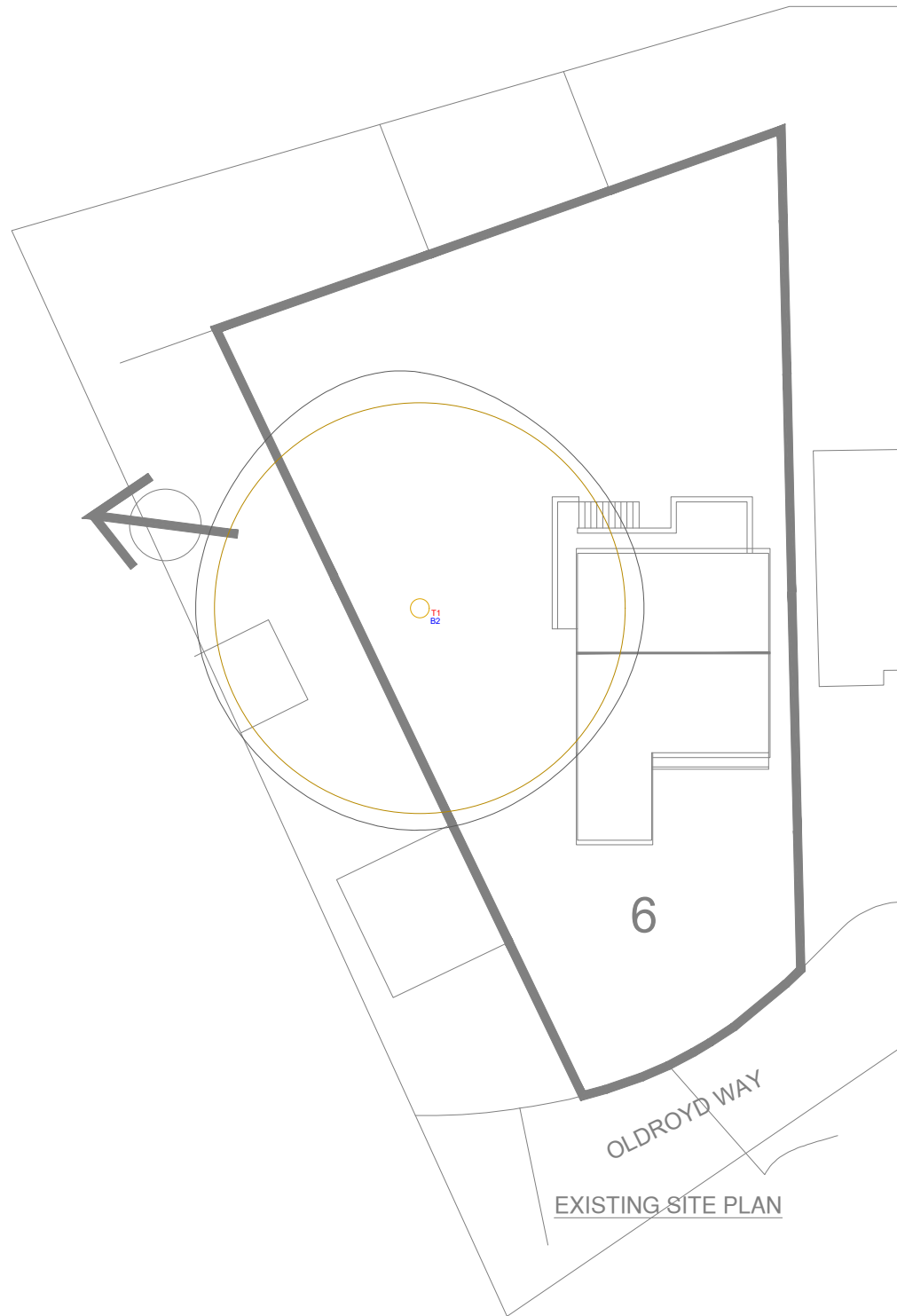
If this clause applies then without prejudice to any other right or remedy available to the Consultant, the Consultant shall be entitled to cancel the Contract or suspend any further provision of Services under the Contract without any liability to the Employer, and if the services have been completed 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

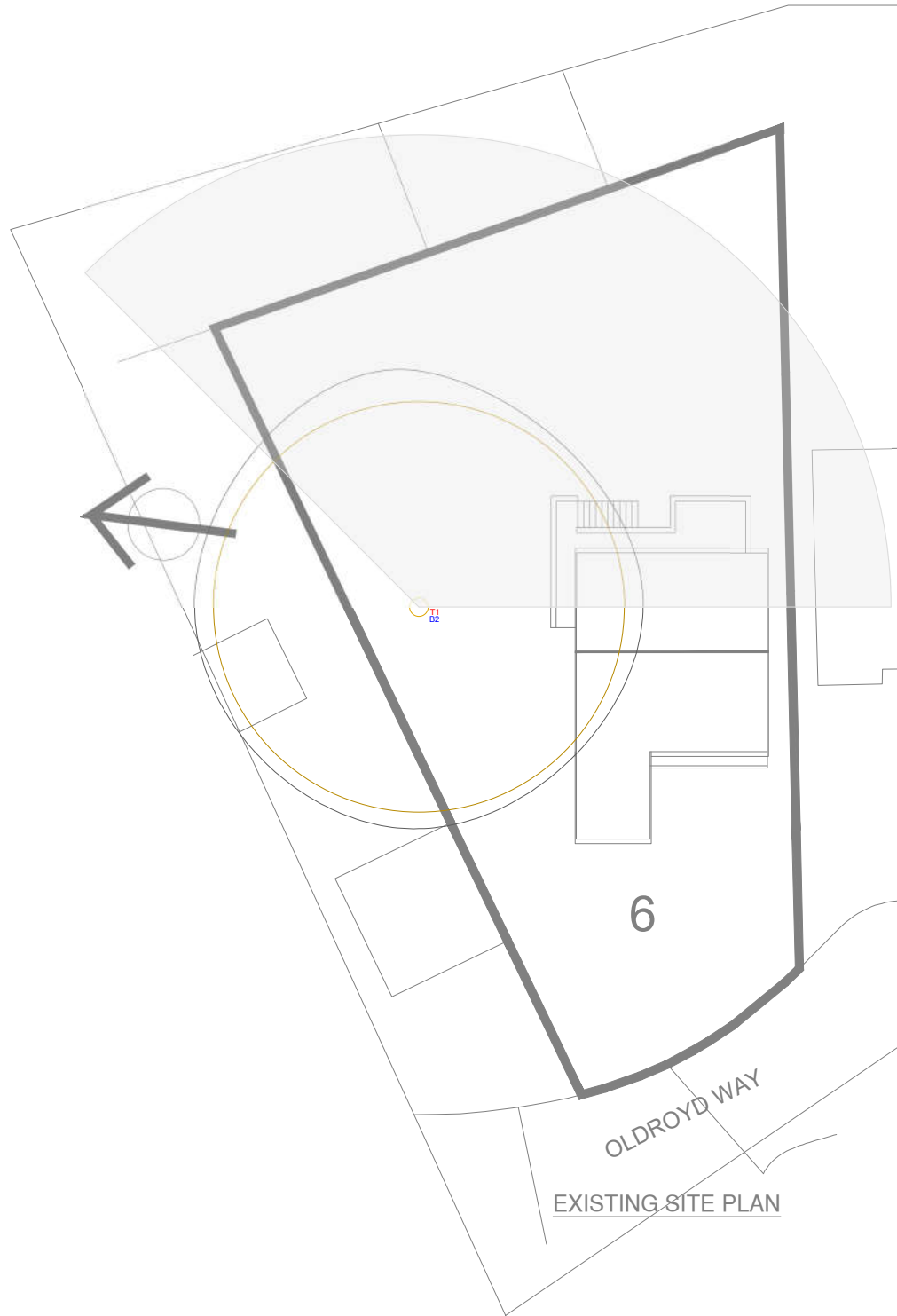


Project Name and Address

6 Oldroyd Way,
Dewsbury

Drawn by
Iain Tavendale
Date
April 2024
Scale
1:100 @ A1

Checked
IT



0 1 2 3 4 5m
Scale 1:100

General Notes

LEGEND

AREA

GROUP

HEDGE

WOOD

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TREE SHADE (24 hr)

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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

6 Oldroyd Way,
Dewsbury

Drawn by

www.YourCard.co.uk

Checked

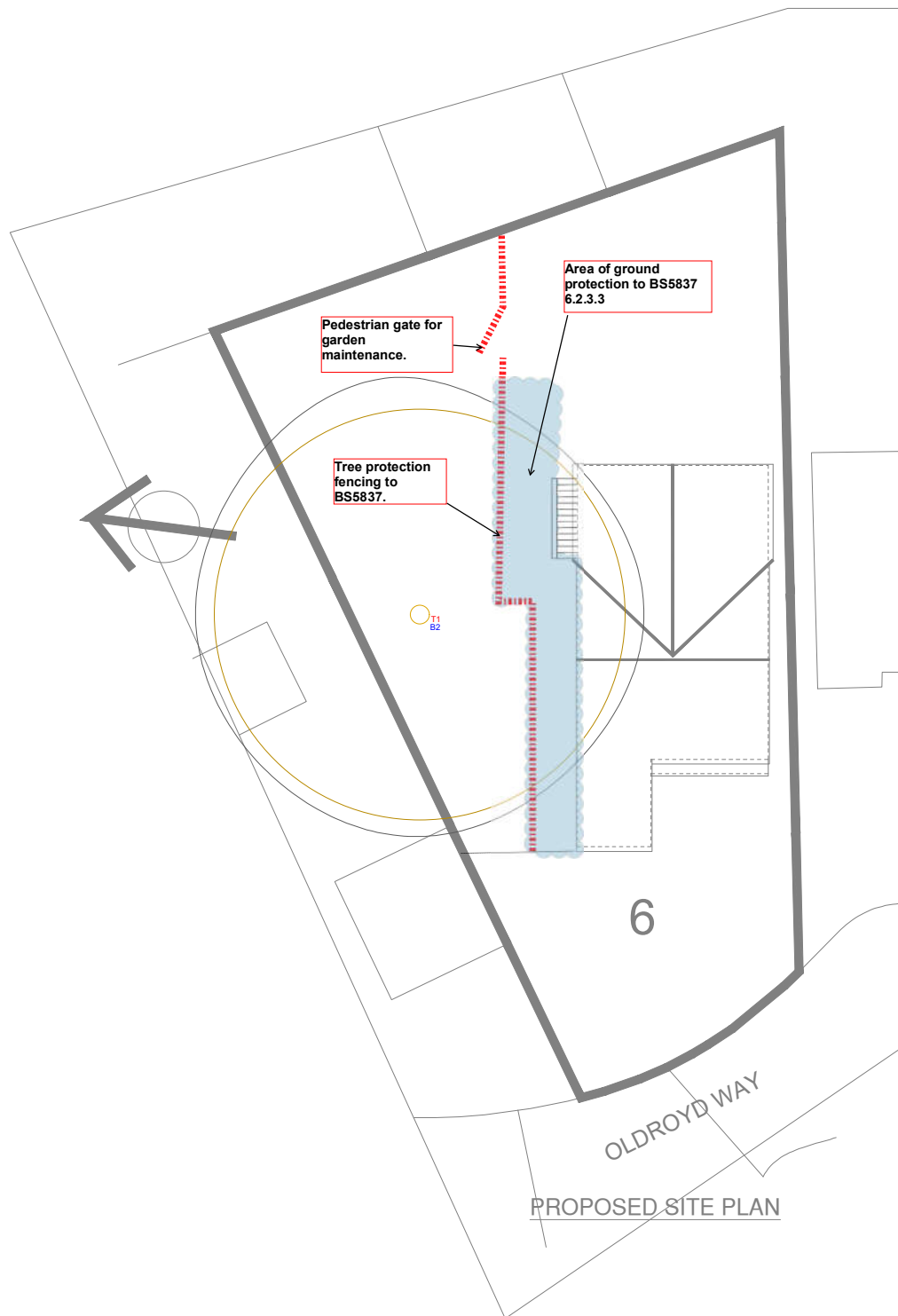
IT

Date

April 2024

Scale

1:100 @ A1



BS5837 Ground Protection

- 6.2.3.3 New temporary ground protection should be capable of supporting any traffic entering or using the site without being distorted or causing compaction of underlying soil.
- NOTE The ground protection might comprise one of the following:
- for pedestrian movements only, a single thickness of scaffold boards placed either on top of a driven scaffold frame, or as to form a suspended walkway, or on top of a compression-resistant layer (e.g. 100 mm depth of woodchip), laid onto a geotextile membrane;
 - for pedestrian-operated plant up to a gross weight of 2 t, proprietary, inter-linked ground protection boards placed on top of a compression-resistant layer (e.g. 150 mm depth of woodchip), laid onto a geotextile membrane;
 - for wheeled or tracked construction traffic exceeding 2 t gross weight, an alternative system (e.g. proprietary systems or pre-cast reinforced concrete slabs) to an engineering specification designed in conjunction with arboricultural advice, to accommodate the likely loading to which it will be subjected.

Ground protection example.

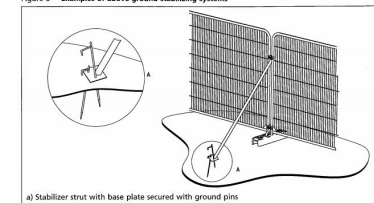


Fencing signage.



BS5837

Figure 3 Examples of above-ground stabilizing systems



Tree Protection Plan

to be read in conjunction with
Arboricultural Impact Assessment
and Method Statement.

Iain Tavendale F.Arbor.A.

April 2024.



General Notes		
LEGEND		
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No.	Revision/Issue	Date
Project Name and Address		
6 Oldroyd Way, Dewsbury		
Drawn by: Iain Tavendale Date: April 2024 Scale: 1:100 @ A1		