

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

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ARBORICULTURAL CONSULTANT

*Arboricultural Impact Assessment*

*Site;*

*Proposed Construction of New Dwelling  
Land at Side of 239A Staincliffe Road, Dewsbury.*

*Client:*

*Raja F Riaz.*

## **Tree Survey and Methodology**

A full tree survey of the site was undertaken on the 11<sup>th</sup> December 2024 all in accordance with BS5837:2012 Trees in Relation to Design, Demolition and Construction - Recommendations.

A detailed site survey was provided, which has been amended to show all relevant details including location and numbering.

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 is noted in the survey schedule. No aerial inspections or invasive probings or drillings have been undertaken.

Retention values were evaluated following guidance within Table 1 of BS5837 – ‘Cascade Chart for Tree Quality Assessment.’ This specifies four main categories.

1. *CAT A – Trees of high quality with an estimated remaining life expectancy of at least 40 years whereby they could make a substantial long-term contribution to the area.*
2. *CAT B – Trees of moderate quality with an estimated remaining life expectancy of at least 20 years that are still of sufficient quality to make a substantial contribution to the area.*
3. *CAT C – Trees of low quality with an estimated remaining life expectancy of at least 10 years or young trees with a stem diameter below 150mm. All items within this category could be retained but would not be expected to impose a significant constraint on development.*
4. *CAT U – Trees in such a condition that they cannot be realistically retained as living trees in the context of the current land use for longer than 10 years. They may however have existing or potential conservation value, which it might be desirable to preserve.*

Preliminary management recommendations have been indicated. Proposals will however be discussed further in the following sections where it is considered appropriate and necessary to promote tree health and viability and maintain an acceptable level of safety in respect of existing site conditions and the knowledge that some construction is proposed.

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, the only significant vegetation present was an overgrown and unmanaged remnant hedge feature along the Staincliffe Road boundary.

No other significant hedges or trees were noted outwith the site within reasonable proximity other than some managed hedging and ornamental shrubs to the far side of the concrete block boundary wall to the west and small ornamentals in the neighbouring garden to the north.

The site currently contains a single storey garage type structure with concrete surfacing covering the majority of the area. A small area of unmanaged grass exists to the west of hedge H1.

Soils within the area and / or the site have not been analysed however, the successful establishment of trees within the area indicate soils are probably within the neutral to acid range and not waterlogged. The size and growth rates of the general tree population also 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 hedge to Staincliffe Road is shown on the submitted layout as being removed.

The proposals and relevant hedge information are indicated on the attached Tree Survey Plan.

## **Designation Relating to Trees**

From Kirklees Council's interactive Tree Preservation Order mapping site, it is advised that there is a Protection Order on trees where the hedge is located.

Clarification is clearly necessary in respect of what is or was protected but, it would not normally be expected that either a hedge is covered within an Order or any specific individual hedging plant.

The hedge has clearly been managed as such with items having been repeatedly topped and producing multi stemmed habits – all typical of past management.

Regardless, the potential effect of construction on trees whether statutorily protected or not is a material consideration that is taken into account in dealing with planning applications.

Even should items be afforded statutory protection, such orders impose no duty on the owners of the trees 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**

H1 is considered to be a remnant hedge feature with multiple stems that is in comparatively poor condition both as a result of historic management and location.

It is obscuring the adjacent streetlamp and bus stop sign and has low foliage over the comparatively narrow footpath. Due to the proximity of the low, partially retaining stone boundary wall, some early displacement is being generated by incremental root growth that would eventually necessitate removal and rebuilding to ensure safety.

As such, the hedge is considered unsuitable for its location and would be recommended for removal under any normal management exercise.

It is also evident that several items within the hedge have died over recent years for whatever reasons.

If retention was required / enforced, major pruning would be required over the footpath to afford statutory clearances and clear street furniture which, would inevitably entail cutting back into brown wood leaving a very unattractive feature. No regrowth would develop from the brown wood.

The presence of any trees / hedges in boundary locations and their owner's obligation to third parties may generate additional management requirements.

The location of the hedge permits the remainder of the site to have a clear spacious environment with good sunlight availability.

### **Implications of Development**

If required for whatever reason, the hedge could be retained and managed to some degree. Protective fencing could be erected on the site side and ground protection afforded to permit access for construction.

It may be considered that there would be minor intrusion within the possible root protection area but with the lawned area being extended within the proposals towards the site access, improvements would be generated.

However as previously discussed and indicated in the attached tree survey, it is considered that this feature is not worthy of retention regardless of any development proposals and removal and replacement planting either with a new hedge or suitable trees, would have a far greater impact on the future viability of the local treescape.

Such operations would also permit the boundary wall to be securely rebuilt and the visual amenity of the area improved.

### 1. Direct Loss of Trees.

To physically construct the proposed new development including access, no items will require removal:

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

*There will therefore be no impacts upon the visual amenities currently afforded to the local environment when viewed from public areas outside the site.*

### 2. Indirect Loss of Trees

There will be no indirect losses of trees due to the proposed construction.

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

*There will therefore be no impacts upon the visual amenities currently afforded to the local environment when viewed from public areas outside the site.*

### 3. Management of Trees - Arboricultural Recommendations.

The following hedge has been recommended for management in accordance with good arboricultural practices on the grounds of safety and / or to promote the future viability of the local treescape;

<b>BS5837 CAT</b>	<b>TREE No's</b>	<b>TOTAL</b>
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	None	0
Cat – U Poor Quality	H1	1 hedge

*Such works are however not necessary to implement the proposed construction.*

Where indicated, removal of trees / hedges for arboricultural purposes is to fell poor quality material of limited potential and / or to promote quality of retained stock. Replanting is usually recommended unless existing stock would effectively prevent establishment. Such proposals are 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 or similar for basic remedial pruning to improve form and balance, remove dead wood and general promote health and viability. Such works are recommended regardless of development proposals but may be incorporated within the management of the site should development proceed.

Works to trees if protected, may require the submission of a Tree Works Application.

**Indirect Impacts on Trees for Construction.**

In respect of the proposed construction, should retention of the hedge be required, it is reasonable to consider that there could be indirect impacts and as such appropriate care should be implemented;

<b>BS5837 CAT</b>	<b>TREE No's</b>	<b>TOTAL</b>
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	None	0
Cat – U Poor Quality	H1	1 hedge

*With appropriate methodologies, the hedge could be retained without harm.*

**Discussion.**

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

- A Tree Protection Plan has been appended to the draft Arboricultural Method Statement to indicate that should retention of the hedge be required protection can be afforded. All relevant issues have been shown and annotated where appropriate.
- Protective fencing can be erected prior to works commencing and can be retained for the entire build process.
- Ground protection can be laid and retained for the entire build process.
- Ground protection and fencing will be required to be removed upon completion to permit the laying of concrete flags / porous surfacing all to be designed to avoid excavations as per Arboricultural Association Guidance Note 12, The Use of Cellular Confinement Systems Near Trees: A Guide to Good Practice.
- Any services will follow existing routes as far as possible and / or will be extend out to the front / south of the site where there are no hedges.
- Site cabins and welfare units can be readily located within the site.
- Storage areas can be readily formed in appropriate locations where any potential contaminants or spillages can be safely and securely contained.
- The provision of a Project Arboriculturalist is not considered to be required in this instance.

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

*In consideration of the retained hedge any damage/disturbance will be avoided and any visual amenity will be retained.*

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

Although it has been recommended that the hedge under consideration should be removed and replanting implemented, a draft Arboricultural Method Statement has been appended to indicate that should retention be enforced, the hedge can be satisfactorily retained and protected throughout the development.

As detailed in BS5837:2012 Trees in relation to design, demolition and construction - Recommendations any Arboricultural Method Statement would be appropriate to the proposals and would be expected to typically address the following issues:

- Protection to retained hedge before any materials or machinery are brought onto the site and before any demolition, development, or stripping of soil commences.
- Removal of any existing structures and hard surfacing.
- Installation of any temporary ground protection.
- Installation of new hard surfacing.

- Specialist foundations, installation techniques, floor levels and similar.
- Retaining structures.
- Storage compounds and temporary services.
- Auditable / audited system of arboricultural site monitoring, including a schedule of specific site events requiring input or supervision.
- Contact details for all relevant parties.

In respect of the provision of the Method Statement, in accordance with BS5837 Figure 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 will basically involve the preparation and submission of a detailed and comprehensive document to discharge the relevant conditions.

*The provision of such a Method Statement will ensure that there are neutral / negligible impacts on the retained treescape.*

#### **Proximity of Hedge to Structure.**

The development has been designed to adhere to guidance within the nationally recognised document BS5837:2012 in that the construction will be outside the expected root protection areas of the retained hedge.

Shadow patterns as prescribed by BS5837:2012 Trees in relation to design, demolition and construction - Recommendations have been considered. Due to the new structure being to the west of the hedge, any shade will be minimal and if the hedge is appropriately pruned, no conflicts would be expected.

In respect of seasonal nuisances: leaf fall, fruit, honeydew or similar, if any conflicts were considered to be likely 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 respect of proximity of the hedge to the proposals, it is possible that at some time in the future incremental growths may cause foliage to come into closer. Such issues are not uncommon and can readily occur in any urban environment containing hedges. Cyclical pruning could however be readily implemented and if such actions incorporated directional pruning techniques, repeated operations could be minimised thereby maintaining an acceptable juxtaposition.

Cyclical pruning is a perfectly acceptable techniques and is frequently implemented by both private individuals and local authorities to maintain clearances between trees / hedges and structure, busses / vehicles, overhead lines and similar.

*In consideration of the foregoing assessments, it is considered that should the hedge be retained there will be minimal impacts caused by the proximity of the hedge to the structure or vice versa.*

### **Services**

The location of services into or out of the site would be expected to follow existing routes.

If alternative routes are required, these will be fully assessed and if necessary any excavations will be undertaken manually or alternative techniques such as drilling or thrust boring utilised all as per guidance in BS5837:2012 or the NJUG publication Volume 4 – Guidelines for the Planning, Installation and Maintenance of utility Apparatus in Proximity to Trees – 2007.

*There will therefore be neutral impact caused by the provision of services.*

### **Post Construction**

Should development proceed and the hedge retained, it will be managed as part of the approved scheme to create or maintain acceptable levels of safety.

If however removal is accepted and replanting implemented, it would be expected that all such issues are conditioned and the future of the local treescape will be improved.

By the site becoming more formalised by the creation of a new and modern property, a detailed management regime will inevitably be established than that which currently exists which, will be of overall benefit to the treescape.

It is reasonable to conclude therefore that as a result of the proposed construction there would be no appreciable post development pressure to undertake either inappropriate or undesirable works to the detriment of the visual amenity currently afforded from public areas outside the site.

*It is therefore considered that any post development pressures would have a negligible to moderately beneficial impact.*

### **Conclusions**

From the foregoing information it is evident that no tree material will be lost as a result of the proposed construction.

However, removal of the hedge would be proposed simply on the grounds of good arboricultural practices and replanting encouraged.

No other vegetation of any significance in proximity of the construction has been identified or is at risk from impacts, any other material being outwith the site, of minor size and would have no root activity within the site.

The design and layout of the development has considered all arboricultural issues and will permit the construction to proceed without conflict with the hedge should retention be enforced. The juxtaposition of structures to the hedge will also ensure there is good sunlight

availability, acceptably spacious and attractive garden environments can be formed and seasonal nuisances minimised.

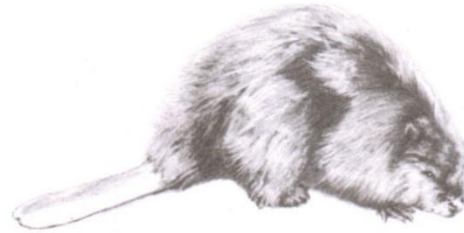
All services can be connected and / or installed so as to avoid impacts upon any retained hedging or disturbance to its rooting environment.

Post construction impacts have been considered which indicate that by creating a more formal environment with greater levels of activity and usage any improved treescape and garden environments will be positively managed.

*It is reasonable to conclude therefore that in respect of arboricultural issues should the proposed construction proceed as discussed there is likely to be a minor to moderately beneficial impact on the future viability of the existing treescape.*

**Iain Tavendale F.Arbor.A**

**December 2024**



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

ARBORICULTURAL CONSULTANT

**SURVEY DETAILS FOR TREES AT 239A, STAINCLIFFE ROAD, DEWSBURY.**

**Issued to: Raja F Riaz.**

**Inspected; 11<sup>th</sup> December 2024**

Prepared by: *Iain Tavendale F.Arbor.A*  
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**Note:**

All tree surgery and felling works detailed should be carried out to a standard, the minimum of which is specified in BS3998:2010 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
<b>Trees unsuitable for retention (see Note)</b>		
<b>Category U</b> Those in such a condition that they cannot realistically be retained as living trees in the context of the current land use for longer than 10 years	<ul style="list-style-type: none"> <li>Trees that have a serious, irremediable, structural defect, such that their early loss is expected due to collapse, including those that will become unviable after removal of other category U trees (e.g. where, for whatever reason, the loss of companion shelter cannot be mitigated by pruning)</li> <li>Trees that are dead or are showing signs of significant, immediate, and irreversible overall decline</li> <li>Trees infected with pathogens of significance to the health and/or safety of other trees nearby, or very low quality trees suppressing adjacent trees of better quality</li> </ul> <p><i>NOTE</i> Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</p>	See Table 2
	<b>1 Mainly arboricultural qualities</b>	<b>2 Mainly landscape qualities</b>
		<b>3 Mainly cultural values, including conservation</b>
<b>Trees to be considered for retention</b>		
<b>Category A</b> <b>Trees of high quality</b> with an estimated remaining life expectancy of at least 40 years	Trees that are particularly good examples of their species, especially if rare or unusual; or those that are essential components of groups or formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands of particular visual importance as arboricultural and/or landscape features
<b>Category B</b> <b>Trees of moderate quality</b> with an estimated remaining life expectancy of at least 20 years	Trees that might be included in category A, but are downgraded because of impaired condition (e.g. presence of significant though remediable defects, including unsympathetic past management and storm damage), such that they are unlikely to be suitable for retention for beyond 40 years; or trees lacking the special quality necessary to merit the category A designation	Trees present in numbers, usually growing as groups or woodlands, such that they attract a higher collective rating than they might as individuals; or trees occurring as collectives but situated so as to make little visual contribution to the wider locality
<b>Category C</b> <b>Trees of low quality</b> with an estimated remaining life expectancy of at least 10 years, or young trees with a stem diameter below 150 mm	Unremarkable trees of very limited merit or such impaired condition that they do not qualify in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater collective landscape value; and/or trees offering low or only temporary/transient landscape benefits
		Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)
		Trees with material conservation or other cultural value
		Trees with no material conservation or other cultural value
		See Table 2
		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	
H1	Lawson	9	300	N E S W	3.7 max over site.	0	+	M	P	Unmanaged, overgrown feature in poor condition with some sections having died off and with elder growth developing. Obscuring street lamp and bus stop, low canopy over pavement. Section towards site entrance on raised ground with hard standing within site. Northern section gradually blends into natural slope of garden. Has clearly been topped repeatedly in past with multi stemmed growth habits at various points - all typical failure points in late maturity or severe weather. Beyond any level of normal management and would be recommended for removal regardless of any development proposals..	Fell and provide new and improved boundary feature.	0/10	U	40.72	3.6

**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.

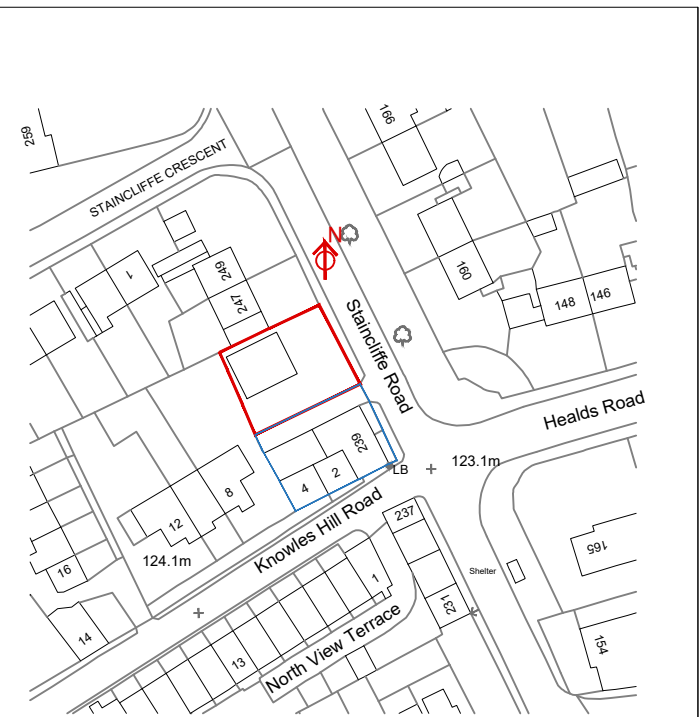
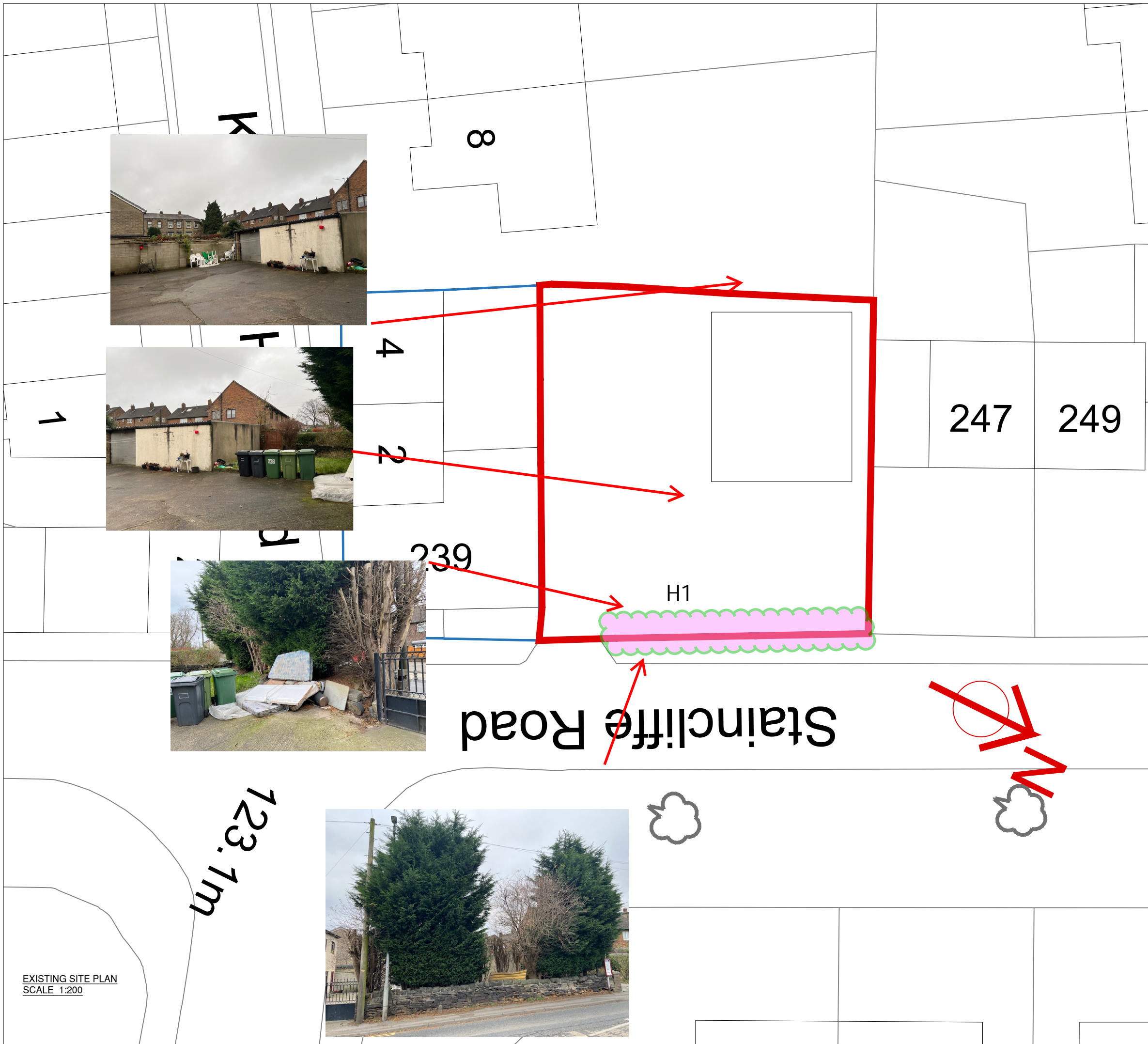
If this clause applies then without prejudice to any other right or remedy available to the Consultant, the Consultant shall be entitled to cancel the Contract or suspend any further provision of Services under the Contract without any liability to the Employer, and if the services have been completed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



LOCATION PLAN  
SCALE 1:1250

**Tree Survey Plan**

to be read in conjunction with  
Arboricultural Impact Assessment.

Iain Tavendale F.Arbor.A.

December 2024.

**NOTES**

This drawing is subject to a detailed building and site survey, therefore no guarantee of its accuracy can be given. This drawing has been draughted in accordance with the clients design requirements.

All areas are approximate and are subject to a detailed building and site survey and further design development.

All dimensions should be checked prior to commencement of construction on site. Measurements should not be taken off the drawing.

Rev	Revision	Date
<b>JOB</b>		
PROPOSED CONSTRUCTION OF DETACHED DWELLING		
<b>ADDRESS</b>		
LAND AT SIDE OF 239A Staincliffe Road DEWSBURY WF13 4RQ MR RASHID QAYOOM		
DATE	SCALE	SHEET
25.09.2024	1:1250 / 1:200	1@A3



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

ARBORICULTURAL CONSULTANT

*Proposed Construction of New Dwelling  
Land at Side of 239A Staincliffe Road,  
Dewsbury.*

**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 hedge, if retained is properly protected throughout the development and continues to represent a visual amenity in the future. It is intended to instruct the contractors on methods which will avoid damage to the hedge.

The method statement recommends all construction within influencing distance of trees / hedges 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/hedges should 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:

- Proposed Site layout drawings.
- Tree Survey + associated plans.
- Tree Protection Plan overlaid proposed Site Layout.
- Indicative sign to be attached to scaffolding.
- Sheet for monitoring site supervision.

This method statement has been prepared in respect of planning conditions expected to 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.

## **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** Land at side of 293A Staincliffe Road.

**PROPOSED PROJECT ARBORICULTURALIST** Iain Tavendale F.Arbor.A.

**CONTRACTOR** TBC

**ADDRESS** TBC

**TELEPHONE NUMBER** TBC

**APPLICATION NUMBER** TBC

**PLANNING CONDITION NUMBER** TBC

## **AGREEMENT TO PROTECT TREES**

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

## **PROTECTED AREA**

To avoid damage, the following points **MUST** apply within the indicated root protection areas within the site

1. No material should be stored.
2. No cement, diesel or oil should be stored.
3. No ropes, cables, services or notice boards should be fixed to existing trees.
4. No levels should be changed.
5. No fires should be started with 5m of the protected area.
6. 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. Any amendments required by the Authority to be made and confirmed acceptable.		Contractor, Local Authority Tree Officer.
2	Any approved pruning / clearance implemented by appropriately trained and insured operatives.		Tree work contractor.
3	Protective fencing and any necessary ground protection to be formed in accordance with Tree Protection Plan.		Contractor.
4	Tree protection approved by Local Authority Tree Officer. Any amendments made and confirmed acceptable.		Local Authority Tree Officer
5	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, Arb Consultant & Architect.
6	Site works commence.		Contractor
7	Fencing and ground protection monitored as necessary by contractors and any necessary record sheets completed and any repairs / adjustments completed to full specification		Contractor / Arb Consultant
8	Project Arboriculturalist to attend site on a two monthly basis to ensure all conditions are being adhered to. Records made and report provided to LPA within 7 days of site visit.		Project Arboriculturalist.
9	Consultant or Local Authority Tree Officer to be contacted should any problems/complications arise. Work in vicinity of hedge to cease until issues are resolved and agreed works confirmed to Local Planning Authority.		Arb Consultant, Contractor
10	If encroachment within any adjacent and unprotected root zones is required for any purpose, access <u>may</u> be permitted subject to as suitable methodology being submitted and approved by the LPA.		Arb Consultant, Contractor
11	Site resurveyed once development approaches completion, any necessary amendments made to tree survey.		Arb Consultant

12	If necessary application submitted to Local Authority for consent for any additional works, and agreement obtained.		Arb Consultant
13	Tree works undertaken.		Arboricultural Contractor.
14	When all construction and associated equipment is cleared from site tree protection fencing and ground protection to be removed to be removed.		Contractor
15	Hard surfacing carefully removed and landscaping undertaken.		Contractor / Landscape Contractor.
16	Final site inspection.		Contractor, Local Authority Tree Officer, Arb Consultant

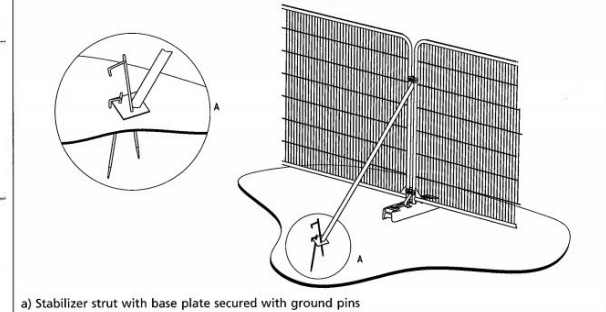
## CONTACTS

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	Jack Dunn – Arboricultural Officer	Kirklees Council	01484 221000





Figure 3 Examples of above-ground stabilizing systems



a) Stabilizer strut with base plate secured with ground pins

Rev	Revision	Date
JOB PROPOSED CONSTRUCTION OF DETACHED DWELLING		
ADDRESS LAND AT SIDE OF 239A Staincliffe Road DEWSBURY WF13 4RQ MR RASHID QAYOOM		
DATE	SCALE	SHEET
25.09.2024	1:100	2@A3

**NOTES**

This drawing is subject to a detailed building and site survey, therefore no guarantee of its accuracy can be given. This drawing has been draughted in accordance with the clients design requirements. All areas are approximate and are subject to a detailed building and site survey and further design development. All dimensions should be checked prior to commencement of construction on site. Measurements should not be taken off the drawing.

BS5837

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, so 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.

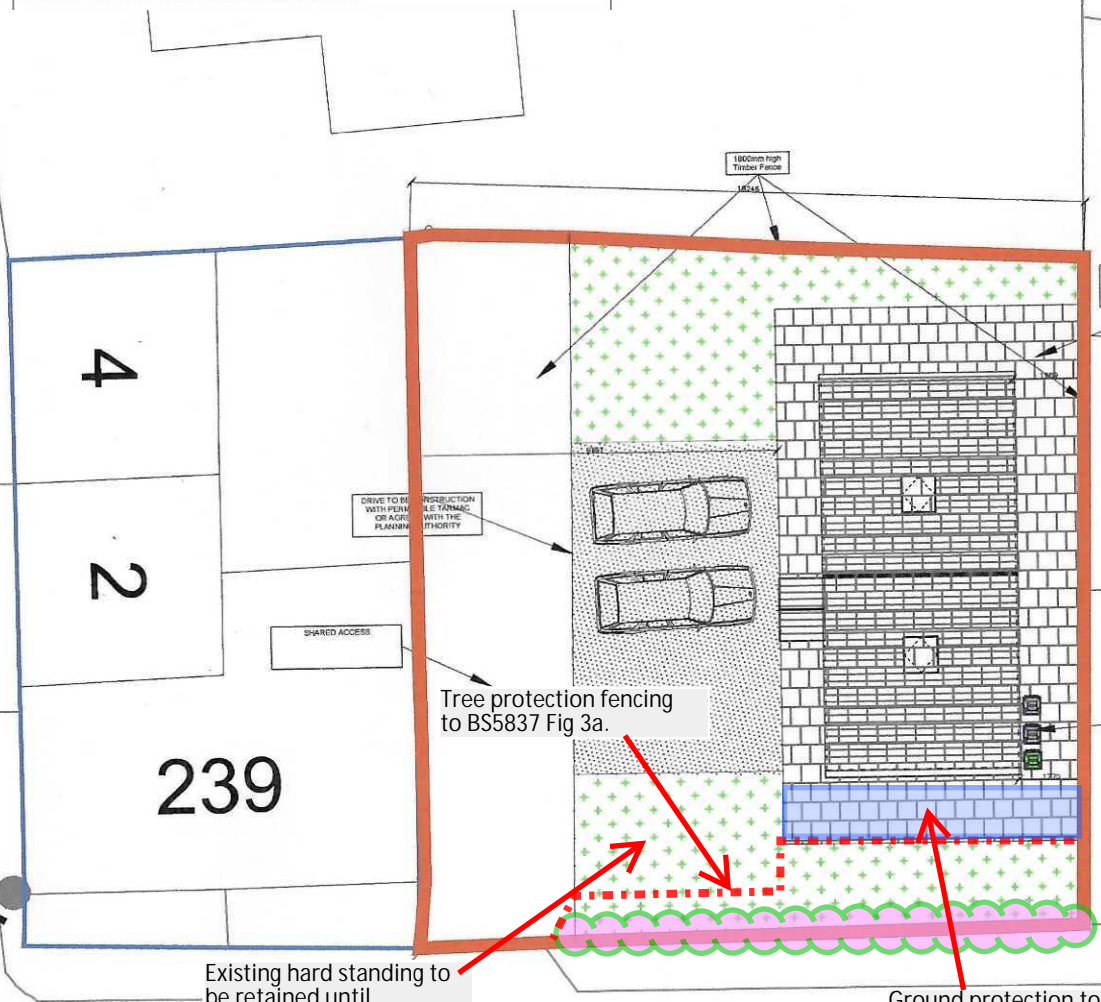
Ground protection example.

**Ground-Guards  
Tree Root Protection**

The Ground-Guards temporary roadway system is frequently used on construction sites to protect the ground from erosion and damage by vehicles. Ground-Guards are usually installed as a roadway consisting of parallel track of 2.4 x 1.2m panels with a 1.2m space in between. Where a temporary roadway must pass near to trees, the following extra precautions must be taken in order to provide cushioning for the ground under the track.

- Edge rails of 200 x 50mm sawn timber should be installed where the trackway will pass under the tree canopy.
- The edge rails should be staked on either side of the trackway using 50 x 50x 500mm timber stakes at 1.5m spacings.
- A layer of geotextile membrane should be laid to cover at least the area under the tree canopy, and preferably under the whole of the trackway.
- A pad of Ground-Guards, three boards wide should be laid on top of the geotextile membrane, between the timber rails.
- A 150mm deep layer of wood chippings should be laid.
- The twin trackway can then be laid so that it rises over the wood chippings as it passes under the tree canopy. Extra Ground-Guard boards should be installed in the gap between the twin trackway at this point to retain the wood chips in place.

Howles Hill  
ad  
LB



Existing hard standing to be retained until construction complete.

Ground protection to BS5837 Section 6.2.3.3

247 249

Tree Protection Plan if H1 is to be retained.

To be read in conjunction with Arboricultural Method Statement.

Iain Tavendale F.Arbor.A.  
December 2024.

Staincliffe Road

