# Appendix 1



# SURVEY DETAILS FOR TREES AT THE ORCHARDS, BARROWFORD

**Issued to: Paul Henderson** 

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Prepared by: Iain Tavendale F.Arbor.A High Bank Farm Stoneybank Road Earby Barnoldswick Lancs BB18 6LD

### Note:

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

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

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

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

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

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

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

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

Acopy 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).

# BRITISH STANDARD

# Table 1 Cascade chart for tree quality assessment

Category and definition	Criteria (including subcategories where appropriate)									
Trees unsuitable for retention	(see Note)									
Category U Those in such a condition that they cannot realistically	<ul> <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> </ul>									
be retained as living trees in										
the context of the current land use for longer than 10 years	<ul> <li>Trees infected with pathogens of sig quality trees suppressing adjacent tree</li> </ul>	nificance to the health and/or safety of other ees of better quality	trees nearby, or very low							
	NOTE Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.									
	1 Mainly arboricultural qualities	2 Mainly landscape qualities	3 Mainly cultural values, including conservation							
Trees to be considered for rete	ention									
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						

BS 5837:2012

Tree No.	Species	Hgt.	Stem Dia.	Branch Spread	Hgt of C.C.	lst Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
TI	Lime	19	825	N 8.8 E 7.9 S 7.9 W 7.5	1.8	4N	М	F	Reasonable form and balance. Dense, untidy crown with epicormic shoots evident. Some dead wood to 100m diameter. Historic excavations in relatively close proximity. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	Undertake remedial pruning and monitor.	20	B2	307.95	9.9
T2	Norway Maple	17	700	N 6 E 7.4 S 10.7 W 7.2	2		М	F	Stem bifurcates at 2.5m. Various occluded and partially occluded pruning wounds present to stem and main limbs. Historic limb tear out at 7m to North East - typical of species. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	and monitor.	20	B2	221.70	8.4
T3	Oak	15	475	N 5.5 E 6.2 S 6.6 W 6.3	2	2.28	М	F	Reasonable form and balance. Minor old branch stumps and dead wood present all typical of species. Reasonable vitality Various occluded and partially occluded pruning wounds present to trunk.	Undertake remedial muning	20	B2	102.08	5.7

Tree No.	Species	Hgt.	Stem Dia.	Branch Spread	Hgt of C.C.	lst Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T4	Scots Pine	14	525	N 4.8 E 5.2 S 4.7 W 4.5	1.2	35	М	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Ivy clad - inspection restricted.	Cut ivy at base to kill off and facilitate future inspectum. Undertake remedial pruning and monitor.	20	B2	124.71	6.3
T5	Oak	16.5	600	N 8.3 E 8.6 S 6.8 W 10	2	3E	М	F/P	Large dead central section. Heavy regrowth from 7m. Relatively low vitality. Off site.	Discuss with owners. Desirable to remove dead section, lightly re-shape and monitor.	20	B2	162.88	7.2
T6	Beech	19	850	N 7.7 E 10.5 S 6.1 W 10	2	4.6W	М	F/P	Low vitality. Foliage thinning and early die back in high crown. Stem bifurcates at 3.5m with included bark union and elder bush growing within. Minor old branch stumps and dead wood present all typical of species. Wound at 2m to North with sunken bark area beneath.	Undertake remedial pruning to improve form and balance over site. Monitor.	10+	C2	326.89	10.2
77	Beech	18	925	N 5.9 E 11.3 S 8.3 W 10	3	3.2N	М	F	Heavy scaffold limb over site with included bark union with trunk. Some die back and thinning of this section. Slightly reduced vitality for size and age. Minor old branch stumps and dead wood present all typical of species.		20	B2	387.13	11.1

Tree No.	Species	Hgt.	Stem Dia.	Branch Spread	Hgt of C.C.	lst Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T8	Beech	15	400	N 2.5 E 7.5 S 4.0 W 4.5	1	1.6SW	E/M	F	Suppressed. Slight reduction in vitality. Relatively compact. Minor old branch stumps and dead wood present all typical of species.	Undertake light crown lift over site.	20	B2	72.39	4.8
79	Oak	17	850	N 7.5 E 9.8 S 9.5 W 10	2	4E	М	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Low canopy over site.	Undertake light crown lift and re-shape over site.	20	B2	326.89	10.2
T10	Oak	17	800	N 10 E 10.8 S 9 W 8.5	6	7N	М	F	Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Inspection restricted due to neighbouring sites.	No action at present. Monitor.	20	B2	289.57	9.6
TII	Yew	7.5	375	N 5.4 E 2.7 S 2.9 W 5.4	1.5		М	F	Multi stemmed from 1.5m. Heavily suppressed but species very tolerant of hard pruning.	Reduce to approximately 3.5m in height and reduce foliage to provide balanced 2 metre canopy spread. Monitor.	20	B2	63.63	4.5

Tree No.	Species	Hgt.	Stem Dia.	Branch Spread	Hgt of C.C.	lst Branch @	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
T12	Beech	19.5	925	N 9.9 E 10.1 S 8.4 W 11.5	2	1.6W	М	F	Breaks into various stems at about 2m with acute included bark unions - indicative of topping at very early age. Heavy regrowth. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Displacing public footpath to East. Close to street lamp in highway.		20	B2	387.13	11.1
T13	Beech	20	725	N 8.8 E 10.1 S 8.0 W 9.1	3.7	2SW	М	F	Low canopy over highway. Causing early displacement to public footpath. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species. Forking habit similar to T12.	Undertake remedial pruning to include crown lifting over highway.	20	B2	237.82	8.7
T14	Copper Beech	20	550	N 3.7 E 8.0 S 8.2 W 6	3.9	2SW	М	F	Low canopy over highway. Reasonable vitality. Minor old branch stumps and dead wood present all typical of species.	Undertake remedial pruning to include crown lifting over highway.	20	B2	136.87	6.6
G1	Mixed deciduous &conifers	20 max	550	N E 6.5 W	0		EMM	F/P	Tangled, overgrown boundary feature beyond any level of reasonable recovery. Ash have early infection of Chalara. Lawson commencing to fall apart in totally predictable manner. Other material suppressed. Frequently of low vitality and unworthy of retention.	Preferable to clear, fell and create new boundary feature with material of good vitality and appropriate to location.	10	C2	136.87	6.6



# 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.

#### BASIS OF THE CONTRACT

The consultant shall provide to the Employer and the Employer shall The consultant which is accepted by the Employer any request to provide services of the Employer 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.)

#### THE CONSULTANT SHALL:

- 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.
- be responsible for making good at his own cost any damage caused b) as a result solely of his own work. on completion of the Contract leave the site reasonably clean and
- c)tidy from his own work.

#### THE EMPLOYER SHALL:

- 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
- 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

#### METHOD OF PAYMENT 6.

- Subject to any special terms agreed in writing between the Employer and the Consultant the Consultant shall be entitled to ainvoice the Employer for the price of the Services on or at any time after the Services have been completed.
- 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 b) shall be of the essence of the Contract.
- 01 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.
- If the Consultant fails to perform the Services for any reason other than any cause beyond the Consultant's reasonable control or the dEmployer'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

- Where disputes arising from the Contract cannot be resolved by the a) 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.
- The losing party will pay the resulting costs, unless otherwise decided by the arbitrator.
- 0 The Contract shall be governed by the Laws of England.

#### 8. THE SITE

- ñ. 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
- The Employer shall indemnify the Consultant against any liability iii) 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.

#### LIABILITY 9.

- The Consultant shall not be liable to the Employer or be deemed to a) 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.
  - 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;
- 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

- 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
- 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 is a result.
- The Consultant is the owner of the copyright existing in any such c)of the Consultant. Any reproduction before obtaining in any such 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 of a) 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);
- an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Employer; or bi
- the Employer ceases, or threatens to cease, to carry on business; or the Consultant reasonably apprehends that any of the events mentioned above is about to occur in relation to the Employer and db
- 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 amangement 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

- Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that a) 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. 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. 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 c)of the provision in question shall not be affected thereby
- The headings in these Conditions are for convenience only and shall not affect their interpretation.