

APPENDIX 4.

Tree Survey Notes

GENERAL TREE SURVEY NOTES.

- The pre-development site survey is based on guidelines set out in British Standard 5837 : 2005 and good arboricultural practice.
- Tree species has been determined (common name and scientific)
- All tree dimensions are estimated, height and spread being measured in metres and trunk diameter measured at 1.5m above ground level.
- The tree age classification is made in terms of the trees site specific maturity within the landscape.

Age groups are indicated as

J	- Juvenile tree
SM	- Semi-mature tree
M	- Mature tree
OM	- Over mature

ASSESSMENT AND CATEGORY CLASSIFICATION.

The condition of trees included in the survey has been assessed by a person being qualified and experienced in arboriculture. In making the assessment particular consideration has been given to :

- Tree species.
- Tree dimensions.
- Health, Age and Vigour of tree.
- Tree conformation including any structural defects.
- The location of the tree, relative to the existing site and surroundings.
- The landscape and environmental/habitat value.

On the basis of this individual assessment, the trees are classified into one of the following categories, or intermediate categories (A, B & C indicated in colour on the Tree Constraints Plan as a continuous line and R indicated in colour as a broken line).

- | | | |
|---|---------|--|
| A | (GREEN) | Trees of high quality and value making/to make a sustainable contribution. |
| B | (BLUE) | Trees of moderate quality and value making/to make a significant contribution. |
| C | (GREY) | Trees of low quality in adequate condition until new planting established. |
| R | (RED) | In current context could be removed. |

In addition, the above categories may be attributed one or more of the following criteria :

- 1 Arboricultural values.
- 2 Landscape values.
- 3 Cultural values including Conservation.

A Tree Survey is primarily a data collection exercise and assessment of general tree condition at the time of surveying. It consists of a visual tree assessment from ground level. It should highlight any obviously visible signs of ill health or major defects. It is not an individual tree inspection or schedule of works, but should act as a guide for work which might be undertaken.

APPENDIX 5

QUALIFICATIONS and EXPERIENCE.

Arboricultural Consultant : Mr J.R Hayes. Tech.Cert.(Arbor.A).
Technicians Certificate in Arboriculture 1998.
City & Guilds Tree Surgery for Craftsmen 1990.

Arboricultural Surveyor : Mrs J.A Hayes.
Lantra Professional Tree Inspection Award 2.
Natural England Bat Worker
Science, Education & Conservation Licence. Licence No : 20111630

Arboricultural Consultant to :
Bedales School
Chichester Cathedral.
Chichester City Council
Chichester District Council
Douglas Briggs Partnership Architects, Urban Designers,Planners.
Halburn Ecological Consultants.
London Biggin Hill Airport.
Mansell Construction.
John Mowlem & Company PLC.....

Members of :
The Arboricultural Association.
Bat Conservation Trust

Continuing Professional Development :
We are informed of up-dated techniques in Arboriculture and regularly attend training
courses to further our professional development.

Insurance cover :

Employers liability	10,000,000
Public liability	5,000,000
Professional indemnity	1,000,000

TERMS OF ENGAGEMENT.

1. Any report is provided for the sole use of the named Client and is confidential to the Client and his professional advisors. The Consultant accepts responsibility to the Client alone for the stated purposes of the report. No responsibility whatsoever is accepted to any person other than the Client himself. Any other such person relies upon the report at entirely his own risk. Neither the whole nor any part of the report or any reference thereto may be reproduced or transmitted, in any form or by any means, nor sold, hired or divulged to any third party without the Consultants prior written approval.
2. The content of any information supplied to the consultant by the client, including such items as reports, plans diagrams letters, data etc will be deemed to be true and accurate and such items will not be investigated or checked for their validity. Any information supplied subsequently found to be inaccurate, misleading or false may render the contents of the report invalid.
3. The report remains the property of the Consultant until payment has been received in full. The Client shall pay the Consultant his fee regardless of any outcome. In addition the Client will reimburse the Consultant the cost of all reasonable out of pocket expenses which he may incur. Payment in full of the total amount due must be made within 14 days and the Consultant shall be entitled to charge interest both before and after any judgement on the amount unpaid, at the rates listed below (delayed payment surcharge) per month (30 days) from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). No discount nor retention or set off against the same due is allowed unless agreed previously by the Consultant in writing.
DELAYED PAYMENT SURCHARGE.
Accounts not settled within the 14 day period will be surcharged as follows :
2.5% for payment within 1 month.
5% for payment within 2 months.
10% for payment within 3 months (maximum time limit)
Surcharges are not an offer of extended credit.
4. The consultant reserves the right to charge the client for a proportion of the services undertaken, should the client, further to instructions, cancel the agreed commissioned services.
5. Any information in relation to the tree(s) survey/inspection must be provided at the time of the survey/inspection process, prior to the compilation of the report document. Any information received by the consultant after this time will not have been considered and an additional re-assessment of the trees may be necessary at the clients expense.
6. In making the report, the following assumptions will be made by the Consultant (and these are therefore matters for which no responsibility can be accepted by the Consultant):
 - (i) that there are not underground pipes, wires, cables, or other services or installations which might be damaged as a result of work recommended or necessary.
 - (ii) that no tree(s) is the subject of or protected by a Tree Preservation Order or the terms of a planning consent (unless stated); in relation to which the Client must make his own enquiries of the Planning Department responsible.
7. It is possible that the report will suggest further investigation works to be carried out by a specialist firm or person eg. Structural Engineer, Surveyor, drain or electrical engineer or other. On no account will liability be accepted by the Consultant in respect of matters on which the client is recommended to obtain such other specialist advice or if the Client proceeds or acts without obtaining and acting upon the relevant further advice.
8. The report will not purport to express an opinion about or to advise upon the condition of un-inspected parts of the land or tree(s) and should not be taken as making any implied representation or statements about such parts.
9. Preliminary surveys are visual inspections which do not include any information on engineering, no root or soil samples are taken for analysis and trees are not climbed (unless stated).
10. The Consultant will inspect as much of the land and tree(s) as is practicable given the scope of his instructions and the level of fee agreed. He will be under no obligation to inspect those areas that are unexposed or not readily accessible.
11. The tree survey and inspection process requires good, clear access to the trees being inspected. Any obstructions will limit the inspection process and will be noted within the survey / inspection assessment. The removal of any obstructions such as dense undergrowth, climbing plants etc will not be undertaken as part of the process, unless this additional operation has been previously agreed with the client.
12. The statements made in this report do not take account of the effects of extreme climate, vandalism or accident whether physical, chemical or fire. We cannot therefore accept any liability in connection with these factors, nor where prescribed work is not carried out in a correct or professional manner in accordance with current good practice. The authority of this report ceases at any stated time limit within it, or if none stated after 1 year from the date of the survey or when any site conditions change, or pruning or other works unspecified in the report are carried out to, or affecting the subject tree(s), whichever is the sooner.
13. Any trees referred to in this report should be re-inspected further to storms or extreme weather conditions due to the potential for deterioration in tree condition/situation.
14. All trees referred to in this report are assessed in the situation and site usage as seen on the day of inspection.
The client should inform the consultant of any foreseeable changes/variations prior to the site visit.
15. Any verbal information given by the Consultant prior to the Clients receipt of the written report shall not be construed as a representation or warranty and should not be relied or acted upon.
16. Any claim by the Client which is based on any defect in the nature or quality of the Consultants services shall be notified to the Consultant within 7 days from the date of supply.
17. Except in respect of death or personal injury caused by the Consultants negligence, the Consultant shall not be liable to the Client by reason of any representation, or implied warranty, condition or other term, or any duty at common law, or under the express terms of any contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Consultant his employees or agents or otherwise) which arise out of or in connection with the Consultant's services, except as expressly provided in these conditions.
18. The Consultant shall not be liable to the Client or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform any of the Consultants obligations in relation to the services he renders.
19. The identification of fungi, insects or tree disorders are based on field observations and do not include a laboratory analysis (unless requested).
20. The contract between the Client and the Consultant shall be governed by the laws of England.