



IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

***Arboricultural Impact Assessment
Incorporating Arboricultural Method Statement & Tree
Protection Plan.***

Site;
**Proposed Housing Development – Land at How
Bank Farm, Egremont, Cumbria.**

Client:
Gleeson Homes.

Tree Survey and Methodology

A tree survey of the trees within or in close proximity to the site was prepared on the 2nd September 2020 all in accordance with BS5837:2012 Trees in Relation to Design, Demolition and Construction - Recommendations.

A detailed site topographical survey had also been prepared upon which all relevant tree survey information has been imported to produce the Tree Survey Plans – shadow and no shadow.

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 any particular aspect was deemed necessary, it has been 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.* Items that 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.* Specimens 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 can 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 development is proposed.

General Description of Site and Surroundings

The site and surroundings have been indicated in detail within other plans / submissions.

In respect of arboricultural issues, trees and hedges exist predominantly around the site boundary with two poor quality hedgerows crossing the site towards to northern boundary.

An inspection of the site will indicate that the majority of trees under consideration are in the early mature / mature age category, with no new tree planting having been implemented in recent times.

Hedges are generally in the mature to over mature category, not recently clipped to any significant degree and no new planting implemented.

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 permanently 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 Construction

All such issues have been fully addressed in associated submissions prepared by Gleeson Homes & Regeneration.

Designation Relating to Trees

The status of any of the trees under consideration is not known. As such, no works should be undertaken without due notification to and consent from the Local Authority.

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.

Although the items may be afforded statutory protection, such an order imposes no duty on the owners of the tree 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

Management of the various trees and hedges identified –appears to have been non-existent / very limited in recent years with the majority of specimens under consideration having been left untouched.

Some pruning to one item T2 and Group G5 has been recently implemented – presumably by Utility Companies to avoid conflict with overhead power lines.

The presence of trees in locations on what is presumed to be 3rd party land does however generate an obligation of safety to occupiers of the site and such obligations may necessitate future management requirements – Ash dieback (*Hymenoscyphus fraxineus*) possibly being the main issue. It is probable however that any such works will only be implemented as and when deemed necessary.

The location of the trees to the boundary has permitted the creation of a spacious, open field environment with good sunlight penetration.

Implications of Development

1. Direct Loss of Trees.

To undertake the construction of the access, proposed road network and new dwellings, no trees require removal.

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	None	0
Cat – C Low Quality	Part of H1	Part of 1 hedgerow.
Cat – U Poor Quality	H2 & H3	2 hedgerows

The loss of these poor quality hedgerows at some distance from public areas outside the site will have a negligible impact upon the visual amenities afforded to the local environment.

2. Indirect Loss of Trees

It is not considered that there will be any indirect loss of trees.

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 impact caused by development upon the visual amenity currently afforded when viewed from public areas outside the site.

3. Felling or Pruning of Trees as part of a recommended management programme.

It has been recommended that various works to the trees and hedges identified be undertaken in accordance with good arboricultural practices so as to retain an acceptably safe and viable treescape.

Many of the proposed management recommendations may be solely dependent upon the owners of the trees / hedges due to their apparent location outwith the site. However, it would be prudent to implement any such operations prior to development simply to permit unrestricted access and thereby facilitate operations and minimise costs.

It should also be noted that a high incidence of *Hymenoscyphus fraxineus* – Ash Die Back disease was noted both within the immediate location and the wider environment. It may therefore also be a useful opportunity to remove any infected material and implement replanting.

There may therefore be a minor / negligible impact upon the visual amenity currently afforded when viewed from public areas outside the site. However, such works are recommended regardless of development.

4. Indirect Impacts on Trees during Proposed Operations.

There are potential impacts upon the following trees and hedges;

BS5837 CAT	TREE No's	TOTAL
Cat – A High Quality	None	0
Cat – B Moderate Quality	G1	1 Group
Cat – C Low Quality	Part of H1 & H5	Part of 2 hedgerows.
Cat – U Poor Quality	T2 & T3	2 trees.

Any potential impacts can however be readily mitigated by utilising appropriate methodologies and materials all of which can be readily conditioned and enforced by the Local Authority and implemented by the developer.

Discussion.

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

- All such issues have been discussed in the Arboricultural Method Statement section and the Tree Protection Plan.
- The Method Statement, as per guidance within BS5837 is effectively in draft form but, to advise the Council of all relevant issues it has been expanded as far as reasonably possible to clarify the processes.
- In summary it has stated that;
 - Tree protection fencing will, where considered appropriate, be afforded where indicated during all stages of the construction to ensure that any potential impacts upon the expected root protection areas of retained trees / hedges is avoided.
 - Existing ditches, bunds and farm fencing to offsite trees will afford reasonable protection in areas indicated on the Tree Protection Plan. Steep gradients will also afford natural protection.
 - A shared drive and private drive will fall within the theoretical root protection area of T3. This tree is Category U, is suffering from Ash dieback (*Hymenoscyphus fraxineus*) and unlikely to be viable within a short time period. No protection is therefore considered necessary.
 - Similarly with T2 and the provision of the cascading SUDS Infiltration Basin.
 - The provision of a Project Arboriculturalist could be proposed to ensure all works proceed correctly.

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

By appropriately considering the retained trees and utilising appropriate accepted technology and methodologies any potential tree damage/disturbance can be avoided so as to maintain an attractive visual amenity.

Indirect Construction Impacts in General.

As stated previously there will be no indirect impacts on retained trees.

Requirements for hedge management and pruning or indeed felling of adjacent trees may occur at some time in the future for good arboricultural reasons but, it would be expected that operations could not proceed without the consent of the Council. Should any felling be implemented it would be expected that replanting conditions would be included.

The implementation of normal tree management plus overall usage of the new dwellings will therefore have a neutral impact on the continuation of the tree cover.

Construction Methodology / Arboricultural Method Statement.

It would be expected that the requirement for an Arboricultural Method Statement be conditioned to any approval for development within the site. Such a document as detailed in BS5837:2012 Trees in relation to design, demolition and construction - Recommendations would be appropriate to the proposals and would be expected to address the following issues:

- Protection to all retained trees before any materials or machinery are brought onto the site and before any demolition, stripping of soil, or development commences. Tree Protection Fencing can in many instances be utilised as site security fencing or vice versa.
- The fencing to be retained for the entire build process or until a specific Phase or Area has been fully completed and machinery withdrawn.
- Due to the fencing only being required on site boundaries, the fencing as defined in BS5837:2012 Trees in relation to design, demolition and construction - Recommendations Figure 3a would be considered reasonable. Appropriate signage to be attached to fencing.
- Tool box meeting with all contractors and Arboricultural advisors prior to construction commencing to indicate tree / hedge protection, the requirements for such protection and all related issues together with exchange of contact details so that should any queries arise, matters can be quickly and correctly addressed.
- Consultations and advice should any specialist foundations, installation techniques, floor levels and similar be required in close proximity to trees or hedges.
- Consideration of any retaining structures that may be required in proximity to trees / hedges.

- Agreement on the provision and location of welfare units, storage compounds and temporary services.
- Auditable / audited system of arboricultural site monitoring, including a schedule of specific site events requiring input or supervision.
- Confirmation of 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.

Details are appended regarding fencing details and signage.

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

Proximity of Trees to Structures.

The dwellings have been designed to adhere to guidance within BS5837:2012 in that they are constructed in a location that will have no impact upon expected root protection areas of adjacent trees or hedges.

Space exists to allow future growth of the retained trees although the trees are generally in the mature age category and substantial increases in size / spread would not be expected within the local environment. All major groups are also at a significant distance from any development proposals.

The proposed units will have good light availability, and perceived threats and shade are not considered to be an issue. Shadow patterns as prescribed by BS5837:2012 Trees in relation to design, demolition and construction - Recommendations have been plotted on the submitted drawings for the three individual trees identified. From these it is possible to ascertain that there will be no impacts on the proposed dwellings from any trees retained within or outwith the site and good sunlight penetration will be achieved to create attractive and useable dwellings and garden environments.

In respect of seasonal nuisances: leaf fall, fruit, honeydew or similar, it is not considered that any conflicts would arise. If however there was concern from any parties, 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 would

be 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 impacts caused to retained trees by the proximity of structures or vice versa.

Services

The location of services into or out of the units would be expected to simply follow the main road network and will therefore have no impact upon the expected root protection areas of the retained trees / hedges.

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

Post Construction

Should the dwellings be constructed, trees will continue to be managed as part of the overall local environment to create acceptable levels of safety and accessibility. Such actions will also promote tree health and viability and will maximise the potential of the treescape.

It is therefore considered that there will be no post development pressures resulting in impacts on the future potential of the local treescape.

Conclusions

From the foregoing information it can be reasonably concluded that no trees / hedges of any significance require removal for construction of the proposed dwellings.

No items have been identified as being at risk from indirect impacts and it has been comprehensively indicated that with appropriate technologies, methodologies, site management and communications any risks can be prevented and an acceptable construction achieved.

All operations can, if deemed necessary, be appropriately controlled by the implementation of a detailed Arboricultural Method Statement conditioned to an approval.

The design and layout of the dwellings has considered all arboricultural issues and will permit the construction to proceed without conflict with retained trees. The juxtaposition of the structures to trees will have no material impacts, the need for regular pruning regimes has been avoided, and no seasonal nuisances would be expected.

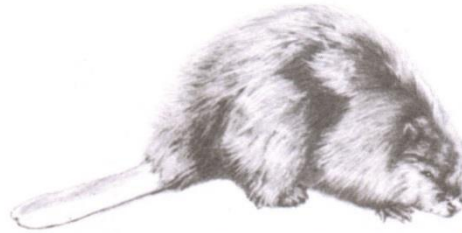
All services can be connected and / or installed without impacting upon the retained trees.

Post construction impacts have been considered which indicate that the treescape can continue to be positively managed resulting in maintaining the health and viability of the local treescape.

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

Iain Tavendale F.Arbor.A

September 2020



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ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES ON LAND AT HOW BANK FARM,
EGREMONT, CUMBRIA, CA22 2HD.

Issued to: Gleeson Homes

02 September 2020

Prepared by: *Iain Tavendale F.Arbor.A*
High Bank Farm
Stoneybank Road
Earby
Barnoldswick
Lancs BB18 6LD
Phone/Fax *01282 853333*
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.

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	<ul style="list-style-type: none">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 declineTrees 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 <p><i>NOTE Category U trees can have existing or potential conservation value which it might be desirable to preserve; see 4.5.7.</i></p>			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	Alder	5	100	N 1.5 E 1.5 S 1.5 W 1.5	1.5	0.5N	Y	F	Small insignificant and presumably self set specimen. Reasonable vitality.	No action at present.. Monitor..	10	C2	4.52	1.2
T2	Ash	14	700	N 6 E 5.8 S 7 W 6	2		M	F/P	Ivy clad inspection restricted. Multi stemmed coppiced type material. Low vitality, defoliating - all typical of Chalara Ash Die Back (Hymenoscyphus fraxineus).	Remove or retain in accordance with development proposals. Ownership uncertain.	0/10	U	221.70	8.4
T3	Ash	11	400	N 5 E 5.2 S 4.8 W 5	2		EM	F/P	Not ivy clad but otherwise similar to T2	As per T2.	0/10	U	72.39	4.8
G1	Sycamore	11	450	N E S W	6	1	EM	F	On banking to side of footpath. Multi stemmed typical of coppice type material from past management on edge of rail track. Reasonable vitality.. Minor dead wood, old branch stumps and similar all typical of species. Some ivy infestation. Several included bark unions within coppice stools.	Remove or retain in accordance with development proposals. Ownership uncertain. If retained undertake remedial pruning + monitor.	20	B2	91.62	5.4
G2	Predominantly Hawthorn & Goat Willow	7.5	300	N E S W	3 over site.	0	M	F	Ash & Oak also present. Ash generally suffering from Chalara Ash Die Back (Hymenoscyphus fraxineus). Presume all growing on old rail track embankment. Some failure across into site.	Remove or retain in accordance with development proposals. Ownership uncertain. If retained undertake remedial pruning to overhanging material + monitor.	20	B2	40.72	3.6

G3	Ash - dominant, Oak, Hawthorn, Alder & Goat Willow.	19	350	N E S W	9 over site.	1.5		M	F/P	Ash dominant but many in rapid decline from Chalara Ash Die Back (Hymenoscyphus fraxineus). Other material suppressed but would benefit from space once Ash removed. Hawthorn to boundary - unmanaged hedge type feature.	Ownership uncertain. If within site consider removal of infected Ash and reclamation of hedgerow.	20	B2	55.42	4.2
G4	Ash, Alder & Hawthorn	19	350	N E S W	7.5 over site.	1.5		M	F/P	Similar to G3.	As per G3.	20	B2	55.42	4.2
G5	Goat Willow, Sycamore, Hawthorn & Hazel.	5 avg.	300	N E S W	4 over site.	0		M	F	Predominantly Hawthorn with some Hazel and Goat Willow adjacent to fence line - remnant hedging. Sycamore and Ash at greater distance. Some material cut hard back to clear overhead power lines and pole. Reasonable vitality. Minor dead wood, old branch stumps and similar all typical of species. Some fallen material.	Ownership uncertain. If outside site simply manage overhanging material for safety and security. Monitor.	20	B2	40.72	3.6
H1	Hawthorn + Gorse.	4.5	200	N E S W	2.6	0		M	F	Remnant hedgerow material. Very gappy. Unmanaged. Fair vitality. Reclaimable with effort.	Remove or retain in accordance with development proposals. If retained cut back to manageable size and replant in gaps.	10+	C2	18.10	2.4
H2	Predominantly Hawthorn.	4	225	N E S W	3	1.4		OM	P/D	Very poor feature - major die back. Minimal value and potential.	Preferable to fell and implement new landscape planting.	0	U	22.91	2.7
H3	Predominantly Hawthorn.	3	100	N E S W	2	1		M	F/P	Relatively thin and sparse feature of limited potential.	Preferable to fell and implement new landscape planting.	0/10	U	4.52	1.2

H4	Hawthorn + Fruit.	6	300	N E S W	3.7 over site.	1.5		M	F	Relatively formal hedgerow feature. Not recently cut. Layered in past. On bund type feature. Reasonable vitality. Manageable.	Ownership uncertain. If outside site simply manage overhanging material for safety and security. Monitor.	20	B2	40.72	3.6
H5	Predominantly Hawthorn.	4	200	N E S W	3	0		M	F	Reasonably entire, several gaps. Vitality acceptable for size, age and location. Some recent wind scorch. Readily manageable.	Ownership uncertain. If outside site simply manage overhanging material for safety and security. Monitor.	10+	C2	18.10	2.4

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.

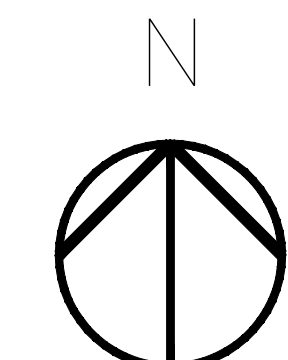
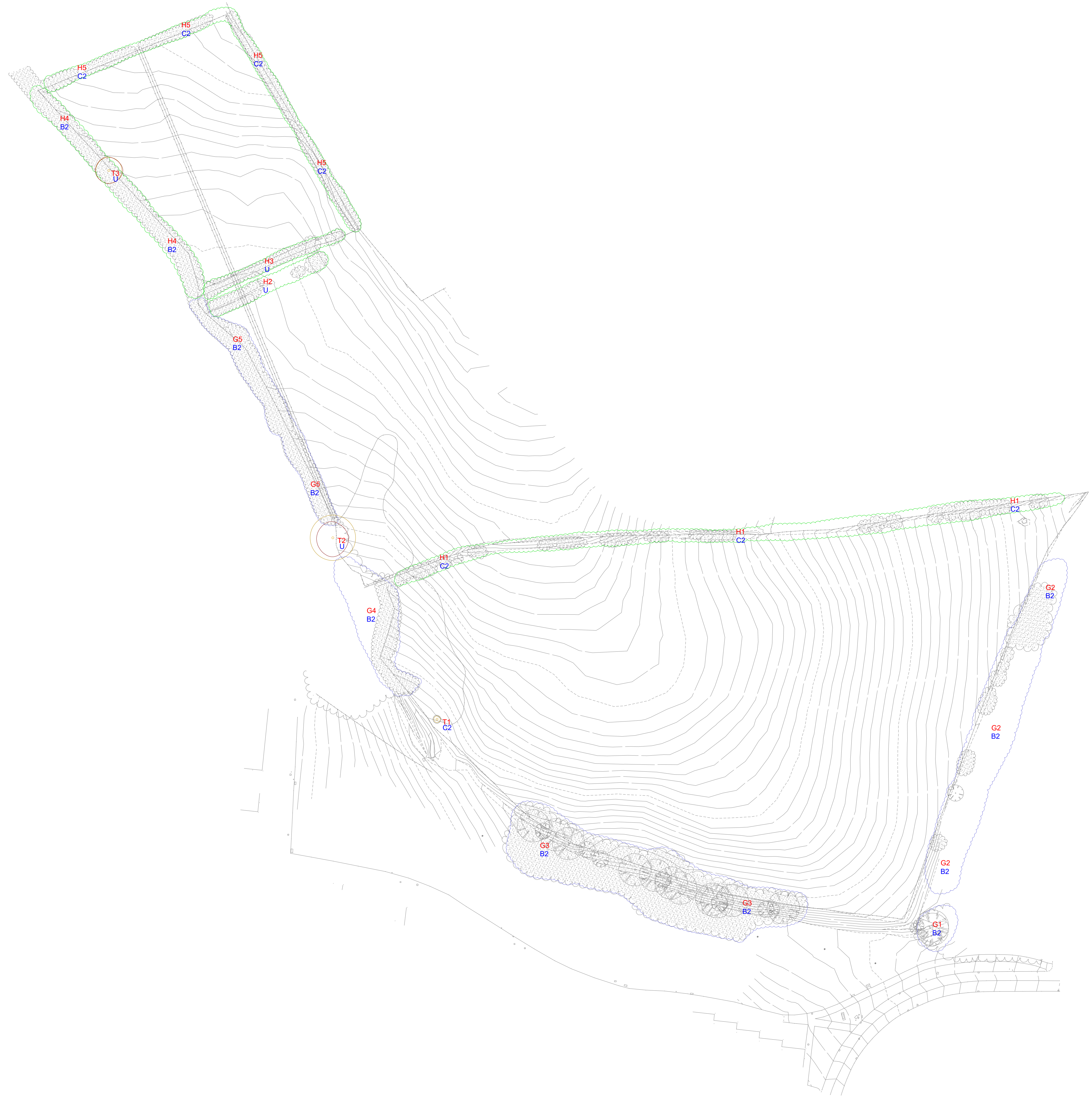
If this clause applies then without prejudice to any other right or remedy available to the Consultant, the Consultant shall be entitled to cancel the Contract or suspend any further provision of Services under the Contract without any liability to the Employer, and if the services have been completed 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 7.5 15 22.5 30 37.5m
Scale 1:750

General Notes

LEGEND

- AREA
- GROUP
- HEDGE
- WOOD
- TRUNK LOCATION
- TREE SHADE (24 hr)
- A1 AREA REFERENCE
- G1 GROUP REFERENCE
- H1 HEDGE REFERENCE
- T1 TREE REFERENCE
- W1 WOOD REFERENCE
- B2 CATEGORY GRADE
- TREE CANOPY GRADES
 - CATEGORY A
 - CATEGORY B
 - CATEGORY C
 - CATEGORY U
 - ROOT PROTECTION AREA

No.	Revision/Issue	Date

IAIN TAVENDALE F.Arbor.A.
ARBORICULTURAL CONSULTANT

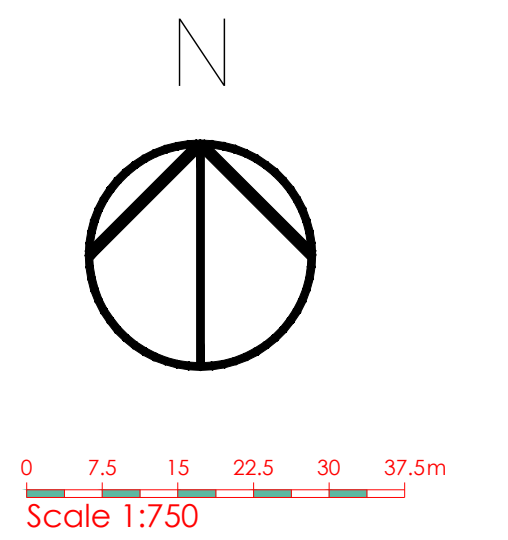
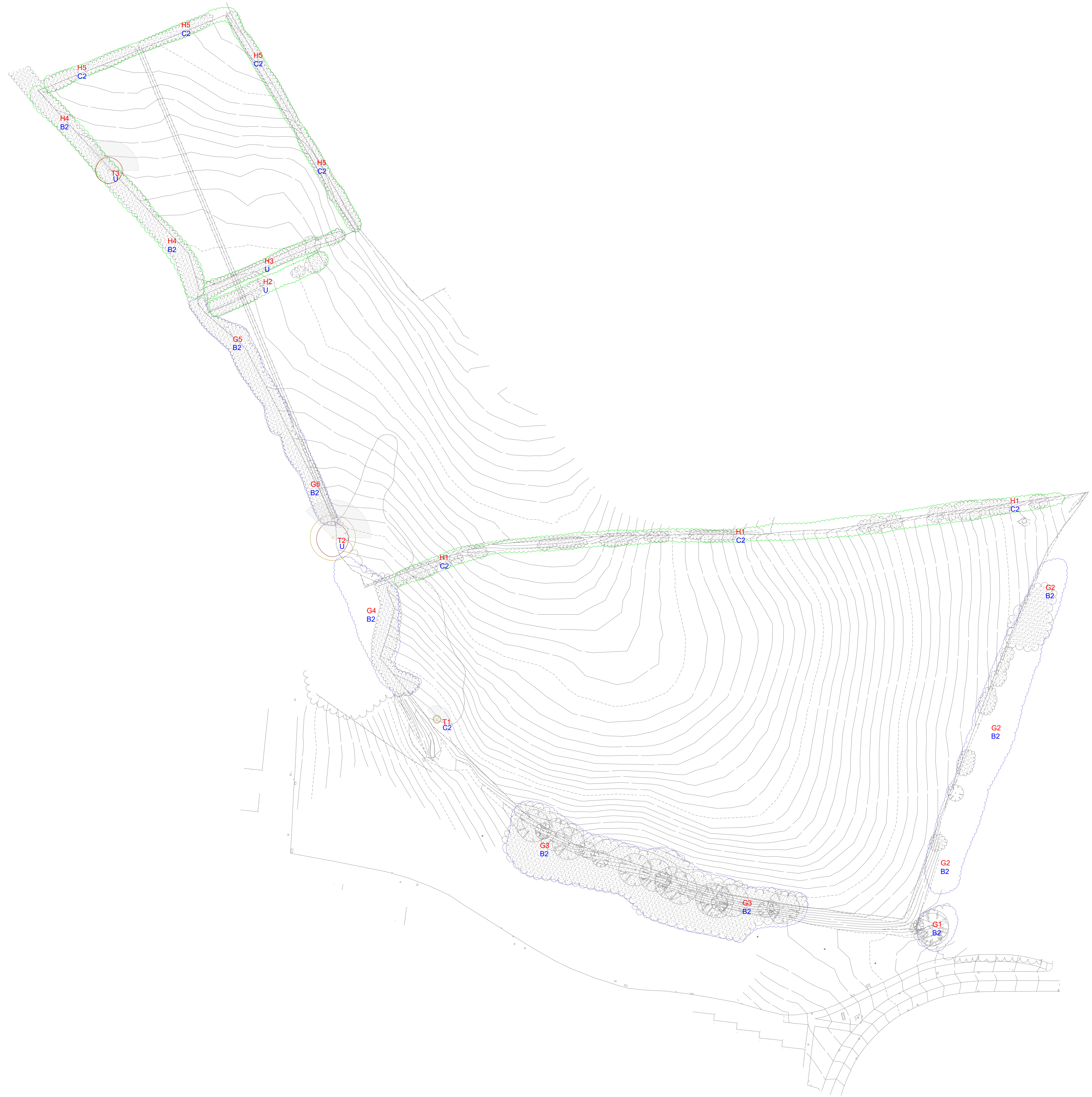
SSS
THE SURVEY ASSOCIATION

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Project Name and Address

Land at How Bank Farm,
Ergemont

Drawn by www.YourCad.co.uk	Checked IT
Date September 2020	
Scale 1:750 @ A1	



General Notes

LEGEND

- AREA
- GROUP
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- A1 AREA REFERENCE
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- CATEGORY B
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IAIN TAVENDALE F.Arbor.A.
ARBORICULTURAL CONSULTANT

SSS
CONSULTANTS
THE SURVEY ASSOCIATION

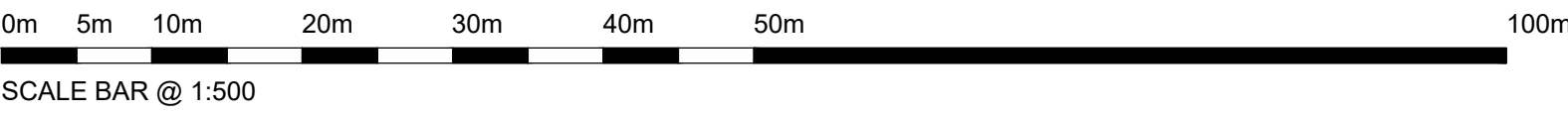
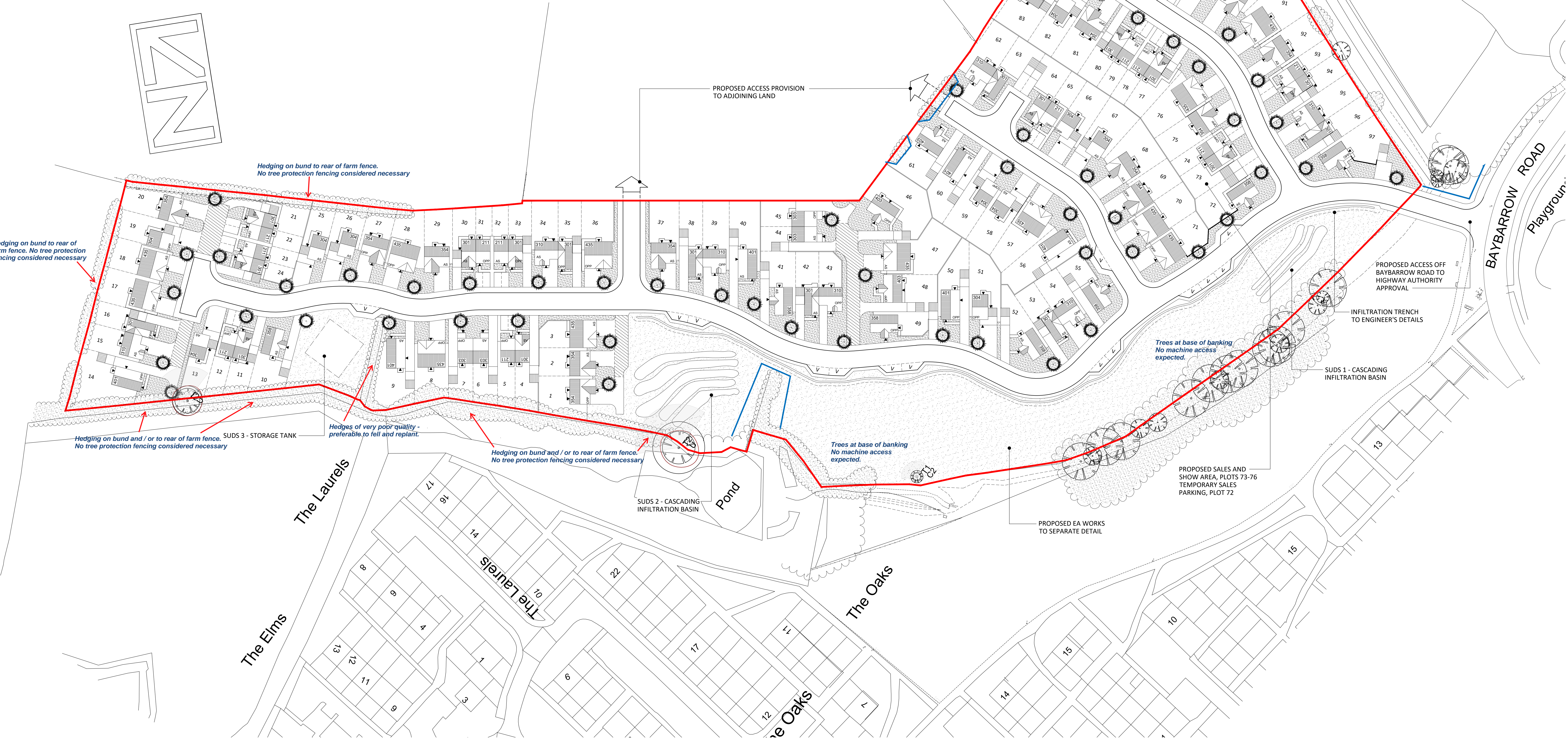
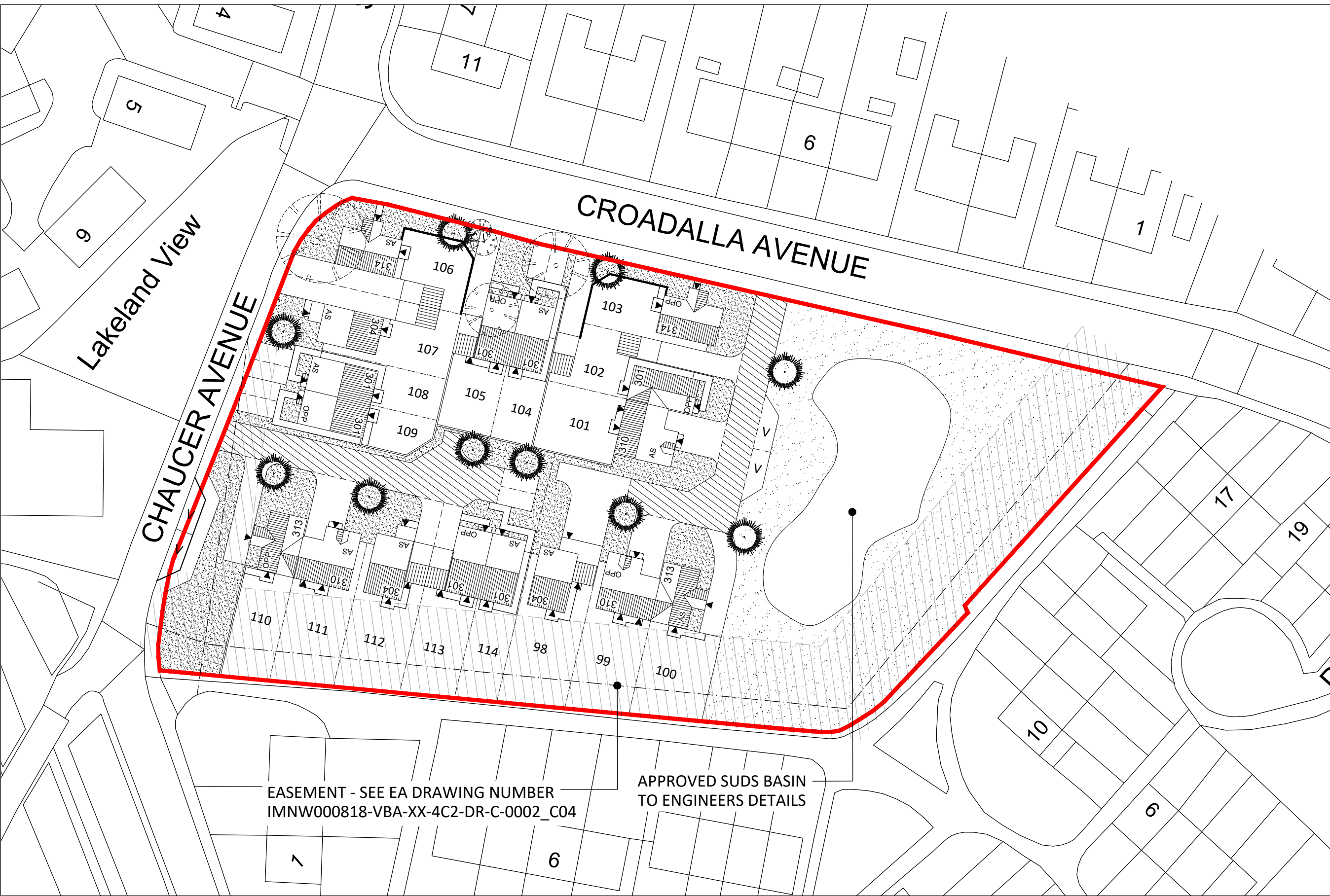
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Project Name and Address

Land at How Bank Farm,
Ergemont

Drawn by www.YourCad.co.uk	Checked IT
Date September 2020	
Scale 1:750 @ A1	

FORMER ORGILL INFANTS SCHOOL, EGREMONT



KEY	
	1.8m HIGH TIMBER SCREEN FENCE TO SEPARATE DETAIL
	1.8m HIGH TIMBER SCREEN DIVISIONAL FENCE TO SEPARATE DETAIL
	1.8m HIGH SCREEN WALL TO SEPARATE DETAIL
	PROPOSED TREE PLANTING
	EXISTING TREES TO BE REMOVED
	SHARED DRIVE
	'AS' AND 'OPP' HANDINGS OF HOUSE TYPES

SCHEDULE OF ACCOMMODATION - HOW BANK FARM					
TYPE	NAME	DESCRIPTION	SQ.FT	No.	
211	Boston	2 bed semi-det.	651	12	
301	Tyrone	3 bed semi-det.	759	16	
303	Wicklow	3 bed semi-det.	772	8	
310s	Woodford	3 bed semi-det.	788	7	
304	Kilkenny	3 bed detached	772	12	
354	-	3 bed detached	904	12	
358	-	3 bed detached	984	8	
401	Longford	4 bed detached	1066	6	
403	Carlow	4 bed detached	1048	4	
435	Dublin	4 bed detached	1172	12	
TOTAL			84,872 SQ.FT	97No.	

SCHEDULE OF ACCOMMODATION - FORMER ORGILL INFANTS SCHOOL					
TYPE	NAME	DESCRIPTION	SQ.FT	No.	
301	Tyrone	3 bed semi-det.	759	7	
310s	Woodford	3 bed semi-det.	788	3	
313	-	3 bed semi-det.	772	2	
304	Kilkenny	3 bed detached	772	3	
314	-	3 bed detached	772	2	
TOTAL			13,081 SQ.FT	17No.	

Tree Protection Plan.
see Arboricultural Method Statement

Legend;
Tree Protection Fencing to BS5837 Fig. 3a. Alternatively site security fencing to a standard to be agreed.

prepared by Iain Tavendale F.Arbor.A.
October 2020.

REV	DESCRIPTION	DATE



GLEESON HOMES & REGENERATION

DRAWING
PLANNING LAYOUT

PROJECT
HOW BANK FARM & FORMER ORGILL
INFANTS SCHOOL, EGREMONT

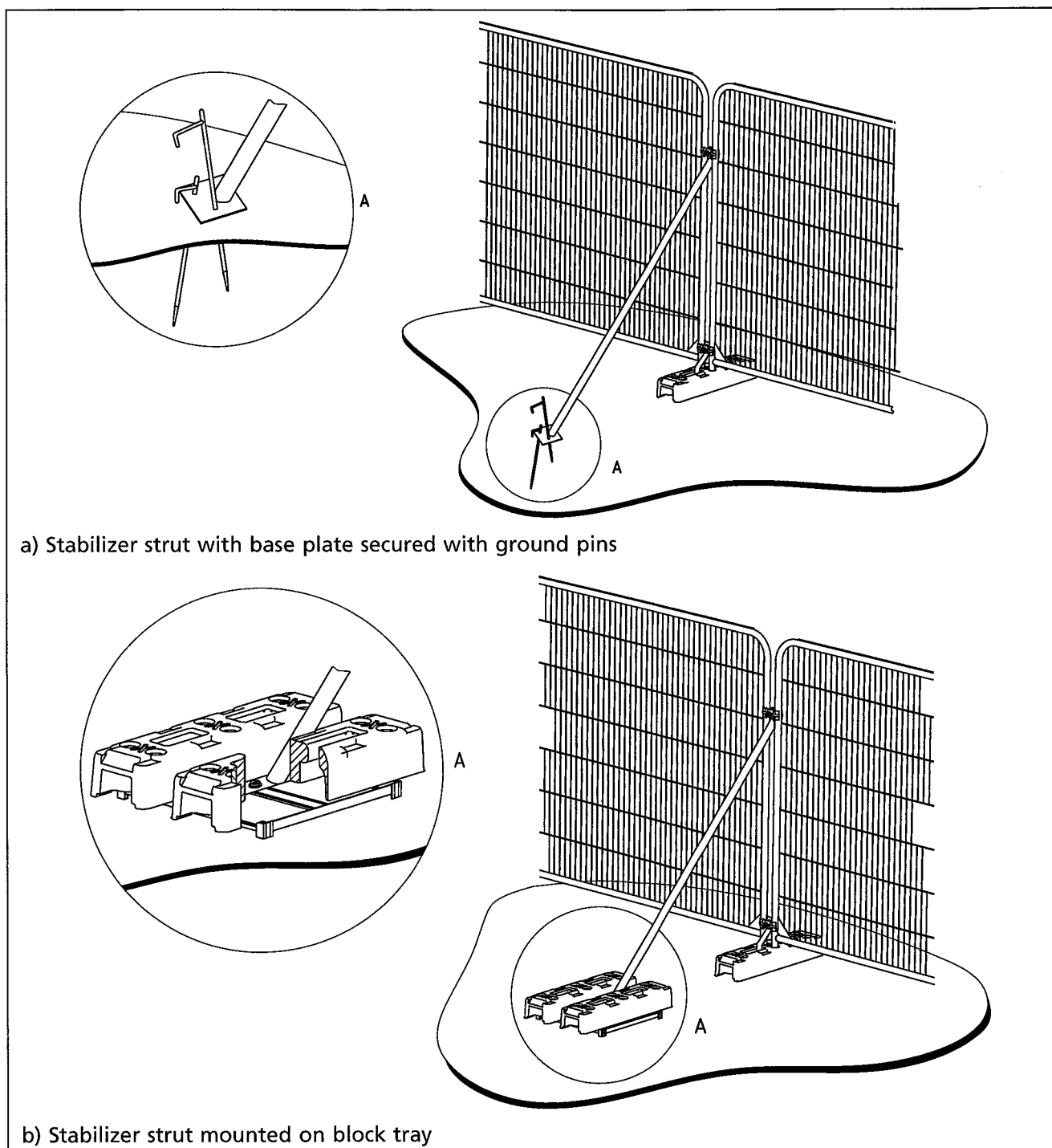
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DATE	SEP 2020			MJG/PL-111
DRAWN	TWENTY10			

TWENTY 10
DESIGN AND PLANNING

Twenty10 Management Limited, 62 Hawkhead Avenue, Euxton, Chorley, Lancashire, PR7 6TE
Tel: 01257 277 100 Email: info@twenty10.co.uk Fax: 01257 266 911

HOW BANK FARM, EGREMONT

Figure 3 Examples of above-ground stabilizing systems



6.2.3 Ground protection during demolition and construction

6.2.3.1 Where construction working space or temporary construction access is justified within the RPA, this should be facilitated by a set-back in the alignment of the tree protection barrier. In such areas, suitable existing hard surfacing that is not proposed for re-use as part of the finished design should be retained to act as temporary ground protection during construction, rather than being removed during demolition. The suitability of such surfacing for this purpose should be evaluated by the project arboriculturist and an engineer as appropriate.



**PROTECTIVE FENCING. THIS
FENCING MUST BE
MAINTAINED IN ACCORDANCE
WITH THE APPROVED PLANS
AND DRAWINGS FOR THIS
DEVELOPMENT.**



**TREE PROTECTION AREA
KEEP OUT !**

**(TOWN & COUNTRY PLANNING ACT 1990)
TREES ENCLOSED BY THIS FENCE ARE PROTECTED BY
PLANNING CONDITIONS AND/OR ARE THE SUBJECTS OF A
TREE PRESERVATION ORDER.
CONTRAVENTION OF A TREE PRESERVATION ORDER MAY
LEAD TO CRIMINAL PROSECUTION**

**ANY INCURSION INTO THE PROTECTED AREA MUST BE
WITH THE WRITTEN PERMISSION OF THE LOCAL
PLANNING AUTHORITY**