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Mr S Kelly
Foreman Homes Limited
Unit 1, Station Industrial Park
Duncan Road
Park Gate
Southampton
SO31 1BX

date: 12th October 2012
your reference:
our reference: J469/02

Dear Mr Kelly,

Supplementary information in relation to ditch realignment at Ivy Cottage

Instruction:

You have asked me to comment upon the realignment of the ditch in relation to the adjacent trees.

Documents provided:

Drawing 11-1606-270 version C2 by Hamill Davis Limited

General:

The ditch realignment and volume of ditch is necessary due to restoration of original ditch function as required by Mr. Paul Cann Senior Drainage and Coastal Engineer for Arun District Council at site meeting dated 11th July 2012 and email correspondence dated 24th July 2012 from Mr Mike Burford Drainage and Coastal Engineer for Arun District Council to Mr. Simon Kelly of Foreman Homes Limited. Mr Ian Brewster, Arboricultural Officer for Arun District Council also attended the site meeting.

This letter must be read in conjunction with the Arboricultural Impact Assessment reference J669 dated September 2011.

Consideration:

The excavation will require the removal of T21 Willow and is within the root protection area (RPA) of T24 Oak. The loss of T21 Willow is not significant due to its poor form and structure and limited public visibility outside the site. The ditch realignment excavation will remove an area of c26m² (9%) of the RPA of T24 Oak and will be more than 6m distant from the centre of the tree.

Due to the limited excavation within the RPA, the impact is unlikely to affect the long term condition of T24 Oak if carried out in an appropriate manner. To ensure that the impact due to the excavation works upon the tree root system is kept to a minimum the excavation must be carried out in accordance with Arboricultural Impact Assessment reference J669 dated September 2011, Appendix 1: Method Statement section 8 and be subject to Arboricultural supervision.

The loss of roots may have a potential partial impact upon the anchorage of the tree. To mitigate this potential impact tree works are appropriate to reduce the wind sail area / loading upon the tree until the tree re-establishes its root system in relation to the changed circumstances. The specification for the tree works is:

Tip reduction of the 20 branches that grow outside of the main canopy line by 2m to natural target pruning points. Maximum wound diameter to be 75mm.

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Institute of
Chartered Foresters



It may be necessary to seek consent for the tree works through the tree works application process if the works are not accepted as required under the implementation of the planning permission and if the trees are subject to Tree Preservation Order.

An amended tree protection plan focussed on T24 is attached and details the position of the tree protection measures to implement the proposed works. The specification for these tree protection measures are detailed within Arboricultural Impact Assessment reference J669 dated September 2011. This amended tree protection plan must be implemented to allow access to carry out the excavation works.

BS5837:2012 Trees in relation to design, demolition and construction - Recommendations states in paragraph 6.3:

Wherever trees on or adjacent to a site have been identified within the tree protection plan for protective measures, there should be an auditable system of arboricultural site monitoring. This should extend to arboricultural supervision whenever construction and development activity is to take place within or adjacent to any RPA.

Therefore it is necessary for arboricultural site monitoring to occur for the proposed excavation works. Suitable notice (>2 weeks) is necessary for the Arboricultural Site Monitoring to occur.

Conclusion:

There is a balance to be found between the requirements of the ditch realignment and the potential impact on T24 Oak.

The excavation works must be carried out in an appropriate manner to minimise the potential impact upon the tree.

Tree works (as detailed) as necessary to reduce the potential impact on the anchorage of T24 Oak.

Yours sincerely,

Ben Abbatt
MICFor, MRICS, CEnv, Dip Arb (RFS), BA (Hons)
Arboricultural Association Registered Consultant



CONDITIONS OF ENGAGEMENT

1. Interpretation

'Client' means the person named on the Quotation for whom the Contractor has agreed to provide Specified Services in accordance with these terms.

'Contract' means the Contract for the provision of the Specified Services.

'Contractor' means Sapling Arboriculture Ltd.

'Quotation' means the Quotation to which these Terms and Conditions apply.

'Specified Services' means the service to be provided by the Contractor to the Client, as referred to in the Quotation.

2. The responsibilities of the Contractor

- 2.1 The Contractor shall provide the Specified Services to the Client as set out in the Quotation.
- 2.2 Timescales for the Specified Services will be agreed with the Client and adhered to as far as is reasonable. Where information received is out of date, inaccurate or if scheme design changes, it may not be possible to adhere to agreed timescale.
- 2.3 The Contractor shall provide his opinion on those matters in respect of which he has given the Client express written confirmation and subject to the limitations and conditions stated. The Contractor will not purport to express an opinion about or advise upon the condition of un-inspected parts of the land or trees and should not be taken as making any implied representation or statements about such parts.
- 2.4 The Contractor will only provide advice on matters within his arboricultural experience and qualifications.

3. The responsibilities of the Client

- 3.1 The Client shall provide the Contractor with accurate and up to date information as requested by the Contractor in a timely manner and in the format requested.
- 3.2 The Client shall notify the Contractor in writing of any changes to the Specified Services brief in the Quotation, scheme design or works instructions.
- 3.3 If a report suggests further investigation works be carried out by a specialist firm or person (e.g. Structural Engineer, Surveyor) the Client is responsible for sourcing such services and information. On no account will liability be accepted by the Contractor in respect of such matters nor if the client proceeds or acts without obtaining and acting upon the relevant further advice.

4. Assumptions

- 4.1 That the land, which is the subject of the inspection or survey, is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings and that good title can be shown;
- 4.2 That the land and its value are unaffected by any matters which might be revealed by a local land search or replies to conveyancing enquiries or by any statutory notice and that neither the land nor its condition nor its uses nor its intended uses is, or will be unlawful or contrary to planning or building regulations;
- 4.3 That inspection of those parts of the land or soil strata or any tree which have not been inspected would neither reveal material defects nor cause the Contractor to alter his opinion materially;
- 4.4 That there are no underground pipes, wires, cables or others services or installations which might be damaged as a result of work recommended or necessary; and
- 4.5 That no tree is subject to legislation relating to Conservation Areas, Tree Preservation Order or terms of a planning consent, in relation to which the Client must make his own enquiries of the Local Planning Authority.

5. Charges

- 5.1 The Client shall pay the Contractor its fee regardless of any outcome as well as reimbursing the cost of all reasonable out of pocket expenses incurred.
- 5.2 Payment in full (including VAT) must be paid within 14 days of the date of the invoice.
- 5.3 No discount nor retention or set off against the amount due is allowed unless previously agreed by the Contractor in writing.
- 5.4 The Contractor reserves the right to charge interest on any monies which are not received within 14 days. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998 the Contractor will be entitled to charge interest (both before and after any judgement of



the amount unpaid) at the rate of 10% per month over the Bank of England base rate until payment in full is made (part of the month shall be treated as a full month for the purpose of charging interest).

- 5.5 All unpaid accounts will be referred to the County Courts. Sapling Arboriculture Ltd reserves the right to claim compensation in respect of debt recovery costs.
- 5.6 Sapling Arboriculture Ltd reserves the right to withhold the release of reports and other Specified Services until payment is received in full.

6. Contractor liability

- 6.1 Any report is provided for the sole use of the named client and is confidential to the client and his professional advisors. The Contractor accepts responsibility to the Client alone for the stated purposes of the report, which will be prepared with the skill, care and diligence reasonably expected of a competent Arboricultural Consultant, but no responsibility whatsoever is accepted to any person other than the client himself. Any other such person relying on the report does so at his own risk. Neither the whole nor any part of the report or any reference thereto may be included in any published document, circular or statement nor may it be published in any way without the Contractor's prior written approval of the form and context in which it may appear. Liability is limited to the amount that the Contractor is insured to. Intellectual Property Rights shall remain in the ownership of the Contractor.
- 6.2 The Contractor shall not be held liable to the Client or deemed to be in breach of the Contract by reason of any delay in performing, or failing to perform any of the Contractor's obligations in respect of the Specified Services, if the delay or failure was beyond the Contractor's control.
- 6.3
- (i) Subject as expressly provided in these conditions, and except where the client is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by the statute or common law are excluded to the fullest extent permitted by law.
 - (ii) Any claim by which the client is based on any defect in the nature or quality of the Company's services shall be notified to the Company within 7 days from the date of supply.
 - (iii) Except in respect of death or personal injury caused by the Company's negligence, the Company 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 (and whether caused by the negligence of the Company, his employees or agents or otherwise) which arise out of or in connection with the Contractor's services, except as expressly provided in these conditions.

7. Miscellaneous

- 7.1 Quotations are valid for 28 days from the date of the quotation.
- 7.2 Any dispute arising out of or in connection with the contract between the client and the Company shall be referred to the arbitration or a single arbitrator appointed by agreement between the parties or, in default of agreement, nominated on the application of either party to the Arboricultural Association.
- 7.3 The Contractor reserves the right to refuse work(s) if a conflict of interest is identified or arises.
- 7.4 The report is valid for a period of one year from the date on the report.
- 7.5 Each provision of these conditions limiting or excluding liability operates separately in itself and survives independently of the others.
- 7.6 The Contract between the Client and the Contractor shall be governed by the laws of England.

