

IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

To: Hassan Sherazi

Re: 17 Cleveland Road, Crumpsall, M8 4GS

Please find attached survey details for trees at the above.

I have not been provided with any plans, levels etc but from my understanding of the situation it is required to construct a garage in the rear corner of the plot approximately behind the 2 Sycamore. This presumably suggests that the existing garage structure will be removed/modified to provide access and a suitable gradient formed to access the new garage.

If this is correct, it will have to be determined whether:

a) suitable gradients can be formed without excavating within the trees root protection area.
b) Whether sufficient access can be formed around the base of the tree utilising existing levels and providing a tree root friendly surfacing.
c) The garage can be constructed within the available space which, will have to be constructed again, in a tree root friendly manner (piles and slab – no dig techniques).

If this cannot be achieved, the only other option is to remove the tree/s and undertake suitable replanting.

I am unsure if the tree/s are protected and/or if so the Local Authority Tree Officer's opinion of such an approach. The tree/s do have some merit but realistically, are over dominant in a comparatively small urban garden and even without development considerations, extensive management works/ removal could be required to create a more acceptable/ useable garden environment. The tree is also to the approximate west of the garden and will cast substantial shade.

As such, I will leave the information with you at present to consider the various issues and assess the appropriate way forward.

If you require any further advice/ input or appropriate extracts from BS5837:2005 Trees in Relation to Construction - Recommendations, in respect of foundation design, surfacing etc, please do not hesitate to call.

Kind regards

Iain Tavendale F.Arbor.A

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IAIN TAVENDALE F.Arbor.A.

ARBORICULTURAL CONSULTANT

SURVEY DETAILS FOR TREES AT

17 CLEVELAND ROAD, CRUMPSALL, M8 4GS.

Issued to:

SARFRAS

18TH JULY 2008

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 Recommendations for Tree Work.

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 dev 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).

Age class – young (Y), semi-mature (SM), early-mature (EM), mature (M), post mature (PM) & veteran (V).

Physiological Condition – e.g. good (G), moderate (M), 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, e.g. less than 10, 10-20, 20-40, more than 40.

Cat Grade - Category grade – R 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 BS5837:2005 Trees in Relation to 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.

Table 1 — Cascade chart for tree quality assessment

TREES FOR REMOVAL

Category and definition	Criteria	Identification on plan
Category R Those in such a condition that any existing value would be lost within 10 years and which should, in the current context, be removed for reasons of sound arboricultural management	• 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 R category trees (i.e. 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 decline • Trees infected with pathogens of significance to the health and/or safety of other trees nearby (e.g. Dutch elm disease), or very low quality trees suppressing adjacent trees of better quality NOTE Habitat reinstatement may be appropriate (e.g. R category tree used as a bat roost: installation of bat box in nearby tree).	DARK RED

TREES TO BE CONSIDERED FOR RETENTION

Category and definition	Criteria — Subcategories			Identification on plan
	1 Mainly arboricultural values	2 Mainly landscape values	3 Mainly cultural values, including conservation	
Category A **Those of high quality and value:** in such a condition as to be able to make a substantial contribution (a minimum of 40 years is suggested)	Trees that are particularly good examples of their species, especially if rare or unusual, or essential components of groups, or of formal or semi-formal arboricultural features (e.g. the dominant and/or principal trees within an avenue)	Trees, groups or woodlands which provide a definite screening or softening effect to the locality in relation to views into or out of the site, or those of particular visual importance (e.g. avenues or other arboricultural features assessed as groups)	Trees, groups or woodlands of significant conservation, historical, commemorative or other value (e.g. veteran trees or wood-pasture)	LIGHT GREEN
Category B **Those of moderate quality and value:** those in such a condition as to make a significant contribution (a minimum of 20 years is suggested)	Trees that might be included in the high category, but are downgraded because of impaired condition (e.g. presence of remediable defects including unsympathetic past management and minor storm damage)	Trees present in numbers, usually as groups or woodlands, such that they form distinct landscape features, thereby attracting a higher collective rating than they might as individuals but which are not, individually, essential components of formal or semi-formal arboricultural features (e.g. trees of moderate quality within an avenue that includes better, A category specimens), or trees situated mainly internally to the site, therefore individually having little visual impact on the wider locality	Trees with clearly identifiable conservation or other cultural benefits	MID BLUE
Category C **Those of low quality and value:** currently in adequate condition to remain until new planting could be established (a minimum of 10 years is suggested), or young trees with a stem diameter below 150 mm	Trees not qualifying in higher categories	Trees present in groups or woodlands, but without this conferring on them significantly greater landscape value, and/or trees offering low or only temporary screening benefit	Trees with very limited conservation or other cultural benefits	GREY
	NOTE Whilst C category trees will usually not be retained where they would impose a significant constraint on development, young trees with a stem diameter of less than 150 mm should be considered for relocation.			

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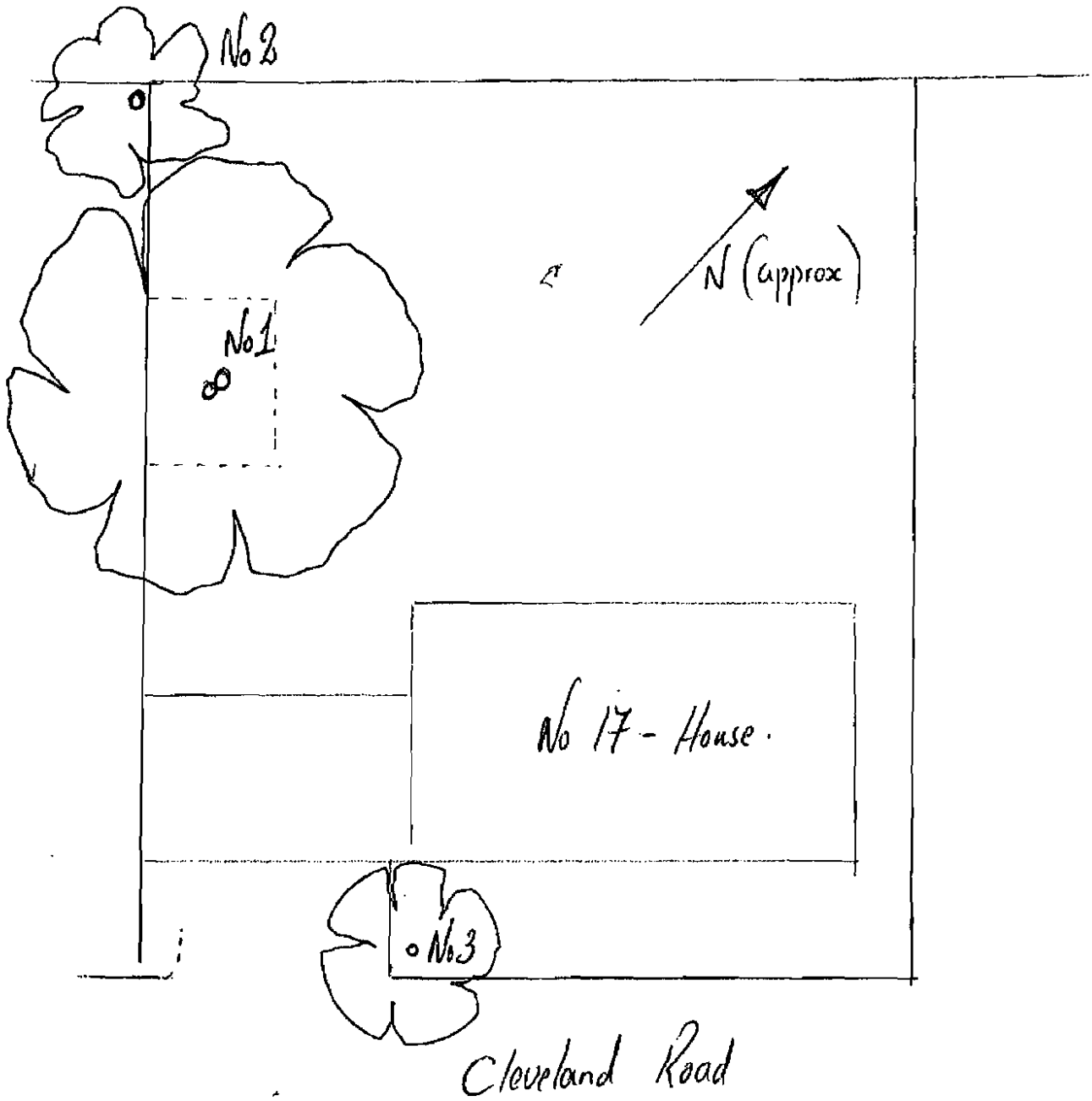
Inspector: Iain Tavendale **Site:** 17, Cleveland Rd, Crumpsall, M8 4GS **Date of Inspection:** 18th July 2008

Tree No.	Species	H'gt.	Stem Dia.	Branch Spread		H'gt of C.C.	Age Class	PC	Structural Condition	Preliminary Management Recommendations	ERC	Cat Grade	RPA Sq.m's	RPA Circle of Radii / m's
1	2 No. Sycamore *(Acer pseudoplatanus)*	18	490	N E S W	5 5 6 5	3.5	M	F/G	Two stems growing within what appears to be a raised bed. Base concealed by Ivy etc, and inspection impeded. Canopy/canopies extending over adjacent property and dominate immediate environment. Stem to approximate north has a significant wound to the north between 1.0 and 2.0m from ground level with timber degeneration. Questionable desirability within comparatively small garden/ urban environment. Some growth potential in spread, height increases likely to be minimal.	Remove or retain in accordance with development proposals. If retained lightly crown lift all round and draw back canopy from adjacent property. Clean through canopy and remove ivy to facilitate future inspection. If removed replant more appropriate species.	20	B2	108.63	5.88
2	Thorn	9	350	N E S W	4	3	M	F	Typical tangled specimen in corner of neighbouring property. Slightly thin canopy indicating a recent reduction in vitality. Partially ivy clad. Only inspected from site.	Lightly crown lift/ reshape over site.	10	C2	55.42	4.2
3	Sycamore	9	480	N E S W	3.5 3.5 3.5 3.5	3	M	F	Large but previously topped specimen growing in very restricted and elevated environment. Major decay of old pruning wounds and if retained would require regular re-cutting thereby destroying any visual amenity. Displacing stone boundary retaining wall, ground displacement to drive and footpath across front elevation of dwelling. Obscuring street lamp.	Fell and replant more appropriate material.	0-10	R	104.24	5.76



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Site:	17, Cleveland Rd. Mcr. M8 4GS
Title:	Illustrative Tree Positions.
Scale:	Sketch
Drawn Date:	18-07-08
Client:	Hasan Sheraji / Sarfraz
Job Ref:	17

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 in 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.