Tree condition survey

at

6 Emmons Close, Hamble

for

Mr K Munro

sapling arboriculture ltd

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Tree Condition Survey Sheet

Site: 6 Emmons Close, Hamble

Date of survey: 23rd May 2016

Weather: Clear with light winds

Surveyed by: Ben Abbatt

Client: Mr K Munro

Instruction: To carry out a tree condition assessment of 1 Yew tree and 1 Bay Laurel tree. Production of survey report and provision of management recommendations with priorities as appropriate.

The tree condition assessment is to be carried out in relation to the landowner's duty under the Occupier's Liability Act 1984 and common law. Presumption for tree management will be in favour of retention of the tree(s) where appropriate.

Limitations: The tree survey was out from ground level, identifying significant tree features that may have significant bearing upon the condition and management of the tree and giving appropriate recommendations and priorities. The tree was not be climbed as part of this survey.

Typical significant defects that are to be identified can be referred to in "Hazards from Trees, a general guide" by David Lonsdale and "The body language of trees" by Claus Mattheck published by the Forestry Commission and the Department of the Environment respectively.

To carry out the tree survey reasonable access around the base of the tree is required. Where this is not feasible, these parts of the tree may not able to be inspected. If view of the entire structure of the tree(s) is limited, for instance by the properties in private ownership, this is a limitation to the tree survey and some parts of the tree may not be able to be fully surveyed.

Trees are dynamic structures and as such their condition and health may change in a short period of time, particularly in relation to changes in their immediate environment and circumstances, and as such the survey relates only to the visible condition found on the day of the survey. Tree(s) should be re-surveyed on a regular basis so that the change in condition can be identified. An appropriate time period between surveys may be up to 5 years depending upon the species, condition of the trees, their maturity / size and the target(s). Recommendations for the period between surveys will be given.

No soil investigations will be carried out.

No	Species	Height (m)	Crown spread (m)		Crown height (m)	Age class
T1	Yew	7.3	N E S W	3.8 3.4 3.2 3.0	2.0	Mature

Condition

FAIR
Dominant canopy.
Good vitality shown by twig and leaf size, structure, colour and density.
Previously crown reduced at c7m with limited recent regrowth.
Epicormic growth from base to 1.2m.
Stem diameter of c680mm over epicormic growth.
Useful remaining life expectancy >20 years.

Consideration

Due to the limited size, public visibility, form and presumption of limited height and spread of the tree (as detailed in the Local Planning Authority consent letter T/14/73991 dated 28th March 2014) the removal of the tree and replacement with an appropriate mid and long term replacement is a reasonable management option.

In consideration of the TEMPO assessment the tree is not of sufficient value to merit a Tree Preservation Order.

Recommendations

Seek removal of the Tree Preservation Order through the Tree Works Application process to allow the domestic management of the tree.

Maintain at permitted height (6m) and spread.

Remove epicormic growth annually in perpetuity.

Biosecurity measures: To minimise to potential for contamination of the tree from other tree works it is appropriate to sterilise tools to be used before and after the works are implemented. Appropriate disinfectant includes Propellar or Cleankill Sanitizing spray. Loose debris is to be brushed off prior to treating with disinfectant to ensure appropriate application. See http://www.forestry.gov.uk/pdf/FCMS028-guidance.pdf/$file/FCMS028-guidance.pdf for further information on Biosecurity and http://www.forestry.gov.uk/forestry/infd-9fjd2d for disinfectant information.

Priority

Low / works to be complete by 1st June 2017.

Resurvey

Next inspection to be complete by 1st August 2019.

No	Species	Height (m)	Crown spread (m)		Crown height (m)	Age class
T2	Bay Laurel	4.9	N E S W	c2 c2 c2 c2	1.5	Mature

Condition

FAIR
Dominant canopy.
Good vitality shown by twig and leaf size, structure, colour and density.
Encroaching from adjacent garden.
Useful remaining life expectancy >20 years.

Consideration

Due to the limited size, public visibility, form and presumption of limited height and spread of the tree the removal of the tree and replacement with an appropriate mid and long term replacement is a reasonable management option.

In consideration of the TEMPO assessment the tree is not of sufficient value to merit a Tree Preservation Order.

Recommendations

Seek removal of the Tree Preservation Order through the Tree Works Application process to allow the domestic management of the tree.

Cut back to property boundary in perpetuity.

Biosecurity measures: To minimise to potential for contamination of the tree from other tree works it is appropriate to sterilise tools to be used before and after the works are implemented. Appropriate disinfectant includes Propellar or Cleankill Sanitizing spray. Loose debris is to be brushed off prior to treating with disinfectant to ensure appropriate application. See http://www.forestry.gov.uk/pdf/FCMS028-guidance.pdf/$file/FCMS028-guidance.pdf for further information on Biosecurity and http://www.forestry.gov.uk/forestry/infd-9fjd2d for disinfectant information.

Priority

Low / works to be complete by 1st June 2017.

Resurvey

Next inspection to be complete by 1st August 2019.

General notes:

The tree survey can only be an assessment of the tree at the time of the survey and the tree(s) should be re-surveyed on a regular basis. An appropriate time period between surveys may be up to 5 years depending upon the condition of the trees, their maturity and the target(s). Recommendations for the period between surveys will be given.

As trees are dynamic structures their condition and health may change in a short period of time, particularly in relation to changes in their immediate environment and circumstances. Therefore the survey is an assessment of the trees at the time of the survey only. If there is a significant change in the immediate environment and circumstances then this should be brought to the attention of the arboriculturalist so that they may advise accordingly.

I have not checked whether the site is within a Conservation Area or whether the trees are under Tree Preservation Order (TPO). It is understood that T1/Yew is subject to TPO. As T1 Yew is subject to TPO then the LPA will normally require an application for any tree works. Some tree works are exempt, for instance if the trees are dead or dangerous, and certain works can be carried out without application. It is necessary to give the LPA at least five days notice prior to carrying out any of these tree works under these exemptions. This survey, with recommendations, can be used to support any such application or notice.

Wildlife issues are of significant concern to the general public. A balance has to be found between the protection of wildlife and the need for safety when managing trees. The Wildlife and Countryside Act (1980) and Countryside Rights of Way Act (2000) give statutory protection to wild birds, bats, mammals, some invertebrates and plants. It is important to ensure that this legislation is properly considered when carrying out any works to trees.

Bird nests were not identified whilst on site. However, any Arborist carrying out the tree works should ensure that there is no disturbance to nesting birds prior to the works being carried out. Further guidance upon the appropriate timing of the works can be sought from DEFRA, if necessary. Where nesting birds are found further information should be sought from DEFRA 08459 33 55 77 or helpline@defra.gsi.gov.uk. Prior to any works being implemented the tree contractor must identify whether there are any bats or birds using the tree as roost or nest. If such habitation is identified then the tree contractor must obtain the necessary licence from Natural England (0845 601 4523 www.naturalengland.org.uk) to carry out the works.

In this instance, considering the size of the trees, their location and features I believe that there is a low potential of bats using the trees as a roost site. A bat survey prior to tree works is not recommended as it would be difficult to determine the location of any exit point from the roost within the tree by a bat survey and also confusion may also arise from bats travelling from other roosts. Any such exit could more easily identified by a competent tree worker. During the tree works the contractor should carry out the tree works with bats as an active consideration and follow the current industry best practice, e.g. Arboricultural Association Guidance Note 1 Bats in the context of tree work operations 2011, which a competent tree contractor should be familiar with.

Key to condition survey sheet

No	Tree number.	
Species	Species of tree.	
Height	Height measured in metres.	
Branch Spread	Branch spread in metres taken at the four cardinal points to derive an accurate representation of the crown.	
Height of crown	Height in metres of crown clearance above adjacent ground level.	
Age Class (Age)	**Young**	A tree considered to be less than approximately 20 years old.
	Middle aged	A tree in approximately the first 1/5th of its normal life span with apical dominance (rapidly growing with a clear main leader) and not yet fully at its environmental potential full height.
	Mature	A tree in its 2/5ths to 5/5ths of its normal life span with apical dominance lost and at its environmental potential full height.
	Over mature	A tree beyond the normal life span for the location with apical dominance lost and with symptoms of canopy decline.
	Veteran	A tree of interest biologically, aesthetically or culturally because of its age and is old relative to others of the same species.
Condition (Physiological and Structural)	**Good**	Full healthy canopy; but possibly including some suppressed branches or minor physical damage. A tree that requires little or no tree works and it is anticipated to be retained for over 20 years.
	Fair	Slightly reduced leaf cover, minor dead wood, or isolated major deadwood. A tree that requires tree works to remove defects and/or improve the form so that it may be anticipated to be retained for over 5 years.
	Poor	Overall sparse leafing or extensive dead wood. A tree that has a significant proportion of defects and/or requires considerable tree works to aid its retention and/or where the retention of the tree is not anticipated beyond 5 years.
	Very poor	Large areas of crown dead. A tree that has a significant proportion of defects and/or requires considerable tree works to aid its retention.
Recommendations	As per BS3998: 2010 Recommendations for Tree Works.	
Priority	**Immediate**	Works should be carried out immediately as the probability of harm or damage occurring is likely.
	High	These works are important to carry out as soon as reasonably possible and any budget available for tree management should be spent upon these trees before the moderate and low categories. Works in this category usually will relate to abatement of risk for harm and or damage to occur. Ideally works in this category are anticipated to be carried out within 1 month.
	Moderate	These works are important to carry out as soon as reasonably possible and any budget available for tree management should be spent upon these trees before the low categories. Works in this category usually will relate to abatement of risk for harm and or damage to occur and for the good arboricultural management of the trees. Ideally works in this category are anticipated to be carried out within 3 months.
	Low	Works in this category usually will relate to the good arboricultural management of the trees. Ideally works in this category are anticipated to be carried out within 12 months.
Re-survey	This is the time period in which it is recommended that the tree is surveyed again. This is based upon the condition of the tree, its location, previous, current and future management. It is normally expressed at a time period from the date of the report / survey, whichever is the sooner. If no time period is noted then the default period is one year.	

Photographs



SAL1: T1 Yew in rear garden with masonry wall to rear restricting public view.



SAL2: Google streetview image. Black arrow annotates T1 Yew.

TEMPO Assessment

Surveyor Ben Abbatt
Site address 6 Emmons Close
Date of TEMPO assessment 24th June 2016

Designation	Tree no.	Species	a) condition	b) retention span	c) relative public visibility	Score	d) other factors	Score	Notes	Merit for TPO
T	1	YEW	3	4	3	10	1	11	History of crown reduction limiting form and visibility.	Does not merit TPO
Notes: b) retention span: Whilst there is a possiblilty the tree may survive to more than 100 years due to the species it is unlikely this will occur. 40 to 100 years into the future is too uncertain.										
Notes: c) relative public visibility: the view of this tree is restricted and has been managed in a crown reduced form. It is unlikely that the tree will be able to achieve its full potential and, as a result of the previous tree works application, there is a presumption in favour of managing the tree as a further reduced height of 6m. Therefore it is reasonable to have selected a lower value for the tree.										

T	2	BAY LAUREL	3	2	2	7	1	8	Domestic garden Bay Laurel of no particular form or merit.	Does not merit TPO

Site plan



General / Key:

Indicative canopy

Indicative tree position

Indicative group

Site: 6 Emmons Close

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Drawing title:

Tree survey plan

Drawing reference: J931

Revision: -

Date: July 2016

Scale: 1/500 on A4

Sheet: 1 of 1

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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.