



Julie King
Parish Clerk, Newton Flotman

7th July 2017

tel: 01603 455 331
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59 Muriel Road, Norwich, NR2 3NY
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Dear Julie,

Re: tree survey on Kings Green, Newton Flotman; our ref: 17.07.03

I hereby submit my proposal for assessing the eight trees on Kings Green, Newton Flotman.

A schedule of survey results would be produced and a sketch plan to identify the trees.

The schedule would include basic tree details and observations, use of a recognised risk assessment method and recommendations, together with timescales for any recommended work and re-inspection intervals.

The survey would be carried out from ground level only, with no climbing, excavation or internal investigation. The survey is intended to be a preliminary inspection and where such activities are required, it will be recommended within the survey schedule.

The survey should not be considered as a definitive report suggesting that the tree stock is safe. Trees are dynamic living organisms and are therefore subject to constant change. The observations and advice given in the schedule are based on the condition of the trees at the time of assessment and allow for current site and weather conditions. Extreme weather conditions are considered outside the scope of the survey and its findings. Should the trees be subject to changes in site use or ground conditions, storm force winds (Beaufort scale 9 or above) or heavy snowfall, re-inspection is recommended to check for deterioration of their structural condition.

The survey is intended to assess the hazards which may be posed by the trees and propose reasonable control measures to contain the risk of harm.

Please refer to my Terms and Conditions for further information.

To: provide a preliminary tree survey as described above.

£85.00

The quoted price is not subject to VAT. The report would be submitted as a pdf file. If I can be of any further assistance, please do not hesitate to call.

Yours sincerely,

Robert Thackray M.Arbor.A, Dip.Arb. (RFS) For and on behalf of Robert Thackray Limited.

Encl. Robert Thackray Ltd Terms & Conditions



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TERMS AND CONDITIONS

1. The Service

1.1 **ROBERT THACKRAY LIMITED** (hereafter **RTL**) agrees to supply arboricultural consulting services of a preliminary nature as commissioned or of a more comprehensive nature as advised or requested. Areas outside our field of expertise will not be commented upon and where specialised information is required or advised, this will be recommended.

2. Site Investigation

2.1 The scope of the site investigation is preliminary in nature, unless otherwise agreed with the client(s). Where a more detailed investigation is required, the client(s) will be advised accordingly.

2.2 Unless stated, no investigation will be made of any covered, inaccessible or underground structures.

2.3 Investigation of any Covenants is to be the responsibility of the client/landowner or agent.

2.4 Site investigations are undertaken by experienced and suitably qualified arboriculturists. Observations are taken from ground level only, within the curtilage of the site and publicly accessible areas, where this can be done safely and without undue difficulty. Binoculars are used where necessary; tree heights, age range and future growth potential are estimated. Unless stated otherwise, the inspection is limited to visual examination of the subject trees from ground level only and without dissection, excavation, probing, coring or use of decay detection equipment.

2.5 During the site investigation if the arboriculturist considers their personal safety is at risk, or that they would breach the conditions of the Health and Safety at Work Act (1974), then they reserve the right to abandon the investigation and advise the client(s) accordingly.

2.6 The inspection may require on-site soil profile analysis and excavation. **RTL** cannot be held responsible for damage to any underground services not made known to us by the client/landowner or agent following a request for such information.

2.7 Soil profile samples, if taken by **RTL**, are extracted using a hand auger. If taken, identification of soil profile types and soil conditions will be based on field observations. Unless stated, no samples are taken for laboratory analysis. Any information provided regarding soil types, or as taken from geological maps, will be stated in the report, with appropriate sources quoted.

2.8 Unless stated, identification of fungi, insects, or tree disorders is based on field observations and does not include a laboratory analysis. Laboratory analysis can be arranged at further cost.

3. The Report

3.1 If any part of the report is lost, or altered without the written consent of **RTL**, then the entire report becomes invalid.

3.2 The report is prepared for the assistance of the client(s) and no liability is accepted to any other parties. The report is not to be disclosed to other parties without the written consent of **RTL**.

3.3 The report will not purport to express any opinion or comment as to the condition or structural integrity of any building or structure and no reliance should be placed on any such comments.

- 3.4** The report does not represent legal advice and no reliance should be placed on any such comments.
- 3.5** Trees are dynamic living organisms and are therefore subject to constant change. The observations and advice given in the report are based on the condition of the trees at the time of inspection. Re-inspection intervals may be stated within the report and will need to be performed by a suitably qualified consulting arboriculturist.
- 3.6** The report is based upon observations under prevailing weather and site conditions. Freak weather conditions and changes in vegetation levels not present at the time of the site visit should be considered outside the scope of the report. Changes in site conditions, for example but not exclusively, excavations, raising of soil levels, drainage and water table changes, storm force winds or heavy snow fall should be advised to **RTL**, whereupon further inspection may be required. There is no warranty or guarantee, expressed or implied, that problems with or deficiencies of the subject trees may not arise in the future. Changes in the trees condition and/or appearance should be notified to **RTL**.
- 3.7** Scale drawings, technical land surveys and accurate tree plotting data will be supplied if necessary and at extra cost. Non-scale sketch plan drawings may be included as part of the report.

4. Insurance Cover

- 4.1** All work carried out by **RTL** is covered by £1,000,000 Professional Indemnity insurance, £5,000,000 Third Party, Public Liability insurance and £10,000,000 Employers Liability insurance.

5. Quality of Craftsmanship

- 5.1** When appointing a Tree Contractor, use only suitably qualified and experienced companies (the Local Authority Tree Officer may provide a list of such companies, the Arboricultural Association maintains a list of Approved Contractors) and always check that they carry Public and Products Liability Insurance with a minimum of £5 million cover and the relevant Employers Liability Insurance. All tree works must conform to BS 3998 'Recommendations for Tree Work' and as modified by more recent research.
- 5.2** **RTL** will not accept liability for any works undertaken by any other companies or contractors.

6. Statutory Provisions

- 6.1** Before authorising any tree works, please contact your Local Planning Authority to ascertain whether the tree or trees are subject to Tree Preservation Order or Conservation Area restrictions, as if either applies, statutory permission or notification will be required before any works can take place. Other restrictions may be applicable, for example Felling Licences or Planning Conditions.

7. Fees

- 7.1** Net terms: Payment of the agreed fee is due in full, within 30 days of the date of invoice. Reports will remain the property of **RTL** until full payment has been received. No liability is accepted for the contents of a report that is not paid in full. Fees do not include Value Added Tax for which **RTL** are not currently registered. Any queries should be notified to **RTL** within 7 days of the invoice date.
- 7.2** If the client(s) fail(s) to pay within the time specified in **7.1** then **RTL** reserve the right to charge interest under The Late Payment of Commercial Debts Regulations 2013 at 8% over the Bank of England base rate.
- 7.3** In the event that it is necessary to recover any outstanding fees from the client(s), the client(s) will fully reimburse any costs and expenses incurred during the recovery period, including court costs. **RTL** reserves the right to make a charge for every letter sent and telephone call made, in connection with the recovery.
- 7.4** Should the arboriculturist be unable to complete the site investigation as a result of conditions outlined in **2.5**, then **RTL** reserves the right to charge the client(s) the costs of travel and time spent.

20.03.13