Stockton Heath Parish Council

Stockton Heath Library, Alexandra Road, Stockton Heath WA4 2AN
Telephone / Fax: (01925) 210558 Email: clerk@stocktonheathpc.org.uk
Web: www.stocktonheathpc.org.uk

Dear Councillor

YOU ARE SUMMONED TO ATTEND A MEETING OF THE LAND ASSETS COMMITTEE TO BE HELD AT STOCKTON HEATH LIBRARY, Alexandra Road, Stockton Heath on TUESDAY, 21 SEPTEMBER 2021 COMMENCING AT 7.00PM.

Lara Jacob
Clerk to the Council 15 September 2021

AGENDA

L21/017 Apologies

To receive and accept apologies.

L21/018 Declarations of interest

Members are reminded of their responsibility to declare any disclosable pecuniary or non-pecuniary interest which they have in any item of business on the agenda no later than when the item is reached. Declarations are a personal matter for each Member to decide and the decision to declare, or not, is the responsibility of the Member based on the particular circumstances. Dispensations on any declarations of pecuniary interest made either before or during the meeting to be then considered by the Parish Council and any dispensations documented accordingly.

L21/019 Public Participation

In accordance with Standing Order 3 (d,e,f,g,h,i) - The meeting shall be adjourned for a maximum of 30 minutes for Public Participation. Speeches will not last more than 3 minutes. No elector will be allowed to speak more than once on any one subject.

L21/020 Budget

To note the payments made and balances across the budget headings over which the Land Assets Committee has oversight (enclosed).

L21/021 Updates since the last meeting

The swan family have continued to thrive with all seven cygnets showing signs of development to their flight feathers. There had been many instances of the swans roaming across the streets and roads adjacent to the Pit, with members of the public assisting to avert any possible dangers to wildlife or people.

Two memorial benches had been installed at the Pit.

The pest controller reported a reduction in pest activity during the last observation.

The wildflower planting had produced an abundance of green growth not matched by quantity of flowers this year. The contractor had outlined the next steps in the management programme, with mowing back scheduled for late September/early October.

L21/022 Action Plan

022.1 **To review** the Action Plan for 2021/22 (enclosed)
022.2 **To consider** items for inclusion on the Action Plan for 2022/23

L21/023 Ackers Pit

To discuss operational items such as ad hoc maintenance, the scheduling for hedge cutting and verge cutting and the repair to damage on the pathway caused by recent heavy rains.

L21/024 Professional Tree Survey

To consider the quotations received for carrying out a professional survey of the health and safety of trees on parish council land (enclosed)

L21/025 Wildlife and Habitat Survey

To consider the report obtained following an observation visit by the RSPB (enclosed)

L21/026 Annual review of Land Assets

To consider councillors' review of the land assets and any necessary action.

L21/027 Events

025.1 **To review** the Bat Talk and Walk event.
025.2 **To discuss** ideas and updates on future events.

L21/028 Reports from attendance at outside groups

To receive reports from attendance at outside bodies and to discuss any issues arising.

L21/029 Publicity

To discuss any items for inclusion in the next newsletter or for publicising through appropriate media outlets.

L21/030 Matters for next agenda

To receive requests for items for the next agenda.

Matters for discussion in closed session

Public Bodies (Admission to Meetings) Act 1960 s.2
A body may, by resolution, exclude the public from a meeting whenever publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for some other special reasons stated in the resolution and arising from the nature of that business of the proceedings; and where such a resolution is passed, this Act shall not require the meeting to be open to the public during proceedings to which the resolution applies.

L21/031 Date and Time of Next Meeting

TBC - November 2021

LAND ASSETS	**Budget Set 2021/2022**	**Spent**	**Balance**	**Notes**
Ackers Pit				
Maintenance costs				
Hedge cutting	1000.00	0.00	1000.00	Cost usually reclaimed from Warrington Anglers
Tree maintenance (Ackers Pit)	1000.00	0.00	1000.00	
Grass and verge maintenance	1700.00	300.00	1400.00	
Pest control	1000.00	0.00	1000.00	Figures will be checked with Irene prior to the meeting – there has been spending – may have gone under another budget.
Water Easement	120.00	0.00	120.00	
Assets maintenance	1500.00	0.00	1500.00	May need to vire this to pay for Banking repairs or call on the Earmarked Reserve
Renewal of bench slats	300.00	460.00	-160.00	
Repairs to banking	200.00	1746.00	-1546.00	Virement or Earmarked Reserve to “pay back”
Wildlife surveys	0.00	0.00	0.00	
Purchase of Assets				
Benches	0.00	0.00	0.00	
Litter bins	1300.00	1392.00	-92.00	
Signs	500.00	0.00	500.00	
Trees	600.00	0.00	600.00	
Total Ackers Pit	**9220.00**	**3898.00**	**5322.00**	
Mill Lane				
Maintenance costs				
Tree maintenance (Mill Lane)	1000.00	50.00	950.00	
Grass cutting	700.00	0.00	700.00	
Verge maintenance	400.00	0.00	400.00	

Wildflower Planting	2500.00	2410.00	90.00	
Assets maintenance	1500.00	0.00	1500.00	
Purchase of Assets				
Bluebell wood	400.00	0.00	400.00	
New bins	500.00	0.00	500.00	
Table tennis table	2500.00	0.00	2500.00	
New bench	300.00	0.00	300.00	
Total Mill Lane	**9800.00**	**2460.00**	**7340.00**	
Other Land Assets				
Red Lane allotments	1000.00	0.00	1000.00	
Other	0.00	0.00	-0.00	
Events	1500.00	0.00	1500.00	
TOTAL LAND ASSETS	**21520.00**	**6358.00**	**15162.00**	
EARMARKED RESERVES				
Repair/Renewal of structures on land	2500.00			
Mill Lane Tree Works	1200.00			
Ackers Pit Tree Works	1200.00			
Play Equipment	2000.00			
TOTAL EM for Land Assets	**6900.00**			

Update on Land Assets Committee Action Plan 2021/22

	New/continuing project	
Community Engagement		
Bat, Bird, Bug box making – Feb 2022	Continuing	Event is agreed and planning will begin around December 2021
Youth Summer event at Mill Lane Field – August Bank Holiday 2021	New	Unable to proceed because of covid
Bat walk 2021 – August/Sept	Continuing	Event to be reviewed at September 2021 meeting
Tree Identification event – Spring/Winter 2021	New	Due for discussion at September 2021 meeting
Management of Assets <u>Mill Lane</u>		
Extension of bluebell wood	Continuing	Bluebell wood was extended but second planting did not appear to provide many in-bloom plants
Outdoor table tennis for lower field	New	Due for discussion at September 2021 meeting (photograph enclosed)
New bench and bin on lower field	New	Logs were acquired free from tree contractor and placed to form a wide horseshoe shape on the field; bin to be discussed at September 2021 meeting (bin example enclosed)
Wildflower planting	Continuing from Spring 2021 sowing	Contractor completed prep work and sowing; area produced clover, vetch and some ragwort by August 2021, not a profusion of blooming, mainly green growth.
Build reserves for tree work	Continuing	Earmarked reserve has £1200 for Mill Lane; professional survey of trees to be discussed at September 2021 meeting

Build reserves for outdoor equipment and investigate grant opportunities	New	Earmarked reserve has £2000; project to be discussed at September 2021 meeting
Renewal and replacement of wooden structures	Continuing	First set of quotes were not accepted by committee; pandemic intervened – revisit at September 2021 meeting for action in following financial year
<u>Ackers Pit</u>		
Purchase of native trees	New	Perhaps discuss following tree survey – also incorporate some planting for Queen's Jubilee? £600 in budget for purchasing trees
Purchase of new bin	New	Two new bins purchased and installed - COMPLETED
Build reserves for renewal of wooden structures	Continuing	Repairs to banking closest to weir undertaken; further repairs to be costed in winter 2021. May need to call on the Earmarked Reserves to complete the work.

CHESHIRE WOODLANDS

Tree Consultants
9 Lowe Street, Macclesfield, Cheshire, SK11 7NJ
T. +44 (0) 1625 669668 E. admin@cheshire-woodlands.co.uk

Ms Lara Jacob
Stockton Heath Parish Council
Stockton Heath Library
Alexandra Road
Stockton Heath
WA4 2AN

Our Ref: CW/10592-FE-21

02 September 2021

Dear Lara

SURVEY AND RISK ASSESSMENT OF TREES ON LAND OWNED BY STOCKTEN HEATH PARISH COUNCIL

Further to your recent enquiry, we are pleased to provide you with our fee proposal for the survey and risk assessment of trees at the above site.

Using the Quantified Tree Risk Assessment system, (www.qtra.co.uk) we advise a probabilistic risk management approach to tree safety assessments. Unless you instruct us otherwise, we will structure our assessments to take an overview of your trees and the land use (people and property) upon which trees could fail, and this will inform the level of detail at which we assess the trees.

The proposal is set out to enable an instruction to be issued for a walkover assessment and to include for more detailed assessment of individual trees where this is required. In addition to the risks from falling trees and branches, we will take a general view of your trees, their relationship with infrastructure and their overall management. Assessment of the potential influence of trees, upon buildings or other structures resulting from the effects of trees upon shrinkable loadbearing soils, is specifically excluded from this proposal.

The survey and tree-failure risk assessment on the land identified in your enquiry will follow the Quantified Tree Risk Assessment methodology and is defined in the enclosed Schedule of Operations.

1. Carry out a Walkover Assessment of the site
2. At the discretion of our surveyor, and subject to access being available carry out an Individual Tree Survey of those trees considered to require individual assessment and recording
3. At the discretion of the surveyor, and subject to access being available, carry out an Individual Tree Inspection of those trees considered to require detailed inspection and recording
4. Produce a tabulated schedule of trees setting out our survey data
5. Produce a report outlining our findings and proposing future management of the surveyed trees.

Our fixed price for providing the above services £950.00 plus vat.

Limitations

We cannot be held responsible for omissions resulting from physical restrictions of our access to trees, shrubs and hedges. Restrictions could be due to vegetation or other obstructions preventing physical access, ivy or other climbing plants limiting our view of trees, or access to neighbouring land being limited. If there are any

restrictions to access this should be discussed with us before we attend site. The cutting or removal of vegetation, to gain access or to enable a view of trees, is not included in our price.

Our assessments will be carried out from ground level within the site or from accessible public land. We will not arrange access to neighbouring private land. Although seldom necessary, where there is a significant degree of uncertainty in our observations from a ground-level inspection, we may recommend a Climbing Inspection. This would only be carried out with the agreement of the Instructing Party. Due to the health and safety requirement to have a second climber in attendance a separate visit may be required (not included in fixed price).

Invasive Investigations may be necessary to confirm signs of defects in trees. With agreement from the Instructing Party and where this can be done quickly, we may carry out the investigation whilst on site and at no extra cost, or at an additional cost that has been agreed in advance.

Our inspections and assessments are time limited, and having assessed your trees, we will provide you with guidance on the review of your trees and what might be considered reasonable intervals before re-assessment. The structural condition of trees can change quickly, particularly following severe weather events, and whilst we will assess the level of risk from your trees, we cannot provide guarantees of safety.

Laboratory analysis of samples is rarely required and will only be commissioned with the agreement of the Instructing Party (not included in fixed price)

Reports remain the copyright of Cheshire Woodlands and any transfer to a third party must be with our express consent.

Our conditions of contract and a pro forma instruction are enclosed (or attached if sent by email). If instructed, we will require contact details for any person who might be affected by our activities on site.

Payment Terms

Should you wish to engage our services, we will require a written instruction from whoever is responsible for payment of our fees. A note of our disbursement charges and a pro forma instruction are enclosed. Unless by prior arrangement all credit accounts will have an upper limit of £1300 and all invoices are subject to settlement within 30 days. We reserve the right to add interest at the rate of 2% per month to all outstanding accounts. VAT is charged at 20%.

If you require any additional information or clarification of any point, please contact us.

Yours sincerely



M. J. Ellison

Cheshire Woodlands Limited

Enclosures. Pro-forma instruction
Fee and disbursement charges
Conditions of Contract
Schedule of Operations

PRO FORMA INSTRUCTION

I/We instruct Cheshire Woodlands to carry out the works detailed in fee estimate CW/10592-FE-21 dated 02 September 2021 and agree to the terms and conditions of contract and fee and disbursement charges included therein.

Signed: _____ **Print Name:** _____

On behalf of: _____

Date: _____

Invoice to:

Ms Lara Jacob

Stockton Heath Parish Council

Stockton Heath Library

Alexandra Road

Stockton Heath

WA4 2AN

If the invoice is not to be sent to the above address, please supply invoicing details below:

Name: _____

Address: _____

Email: _____

Please return the completed form by email or post to:-

admin@cheshire-woodlands.co.uk or

Cheshire Woodlands Limited

9 Lowe Street

Macclesfield

Cheshire

SK11 7NJ

CHESHIRE WOODLANDS

PROFESSIONAL FEE AND DISBURSEMENT CHARGES FOR THE PERIOD UP TO 31 DECEMBER 2021

PROFESSIONAL FEES

Normally, our charges are calculated based on the time spent on a project, calculated to the nearest 15 minutes. Occasionally, we are prepared to quote on a fixed price basis. Our rates are reviewed annually and any changes are brought into effect from 1st January.

Principal	£120.00
Consultant	£100.00
Surveyor	£80.00
Administrative	£50.00

DISBURSEMENTS

The following costs are normally added to fee accounts as disbursements.

Copying:	first 100 A4 sheets	5p per sheet
	A4 copies thereafter	4p per sheet
	Colour copying	£1 a sheet
	sub-contracted copying	at cost to Cheshire Woodlands plus administrative charge for delivery and collection
Reports:	Report up to 15 sheets	Free of charge
	Over 15 sheets or additional copies	5p per sheet
	Bound reports	£15 each (including plans)
	Formatting and emailing reports as pdf documents	£5 for first document & £2.50 per document thereafter
Postage:	all postage	at cost to Cheshire Woodlands
Facsimile:	first page transmitted	£1.00
	subsequent pages of the same transmission	50p per page
Telephone:	calls of more than 5 minutes duration	at cost to Cheshire Woodlands
	Telephone calls to mobile phones	will be charged at 50p per minute plus the hourly rate
Plans:	copying and printing of plans	at cost to Cheshire Woodlands
Documents:	purchase of documents	at cost to Cheshire Woodlands
Photography:	film and developing	at cost to Cheshire Woodlands plus administrative charge for delivery and collection
Courier:	courier charges or other special delivery charges	At cost to Cheshire Woodlands
Car mileage:		40p-65p per mile
Travel:	train, taxi and air fares	at cost to Cheshire Woodlands
Accommodation & subsistence:	where an overnight stay is necessary or cost effective	at cost to Cheshire Woodlands

Accounts are normally submitted on an interim basis for payment within 30 days, unless otherwise agreed. The company reserves the right to add interest to overdue accounts at the rate of 2% per month. Unless agreed by prior arrangement, Cheshire Woodlands will not continue to work on projects where there are accounts outstanding after 42 days.

CHESHIRE WOODLANDS

TERMS & CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 Cheshire Woodlands shall be referred to as `the Company'

1.2 The 'customer' or 'instructing party' shall mean the person, company or organisation to whom the Company supplies services

2. EXISTENCE OF CONTRACT

2.1 No contract shall come into existence unless the customer's order however given is accepted by the earliest of

2.1.1 acceptance in writing by the Company

2.1.2 performance by the Company of the service required by the customer

2.1.3 an invoice issued by the Company

2.2 These conditions shall be incorporated into the contract to the exclusion of any terms or conditions stipulated or referred by the customer

2.3 No variations or amendments of this contract shall be binding upon the Company unless confirmed by the Company in writing

3. FEES

3.1 Fees shall be charged at

3.1.1 an hourly rate as notified by the Company to the customer, orally or in writing

3.1.2 a fixed price as notified by the Company to the customer for which a customer's order shall only be accepted when given in writing

3.2 There shall be payable in addition to fees charged at the hourly rate the out of pocket expenses including travelling expenses and the services of others incurred by the Company in the performance of the contracted services

3.3 Time shall be charged to and from the Company offices

3.4 Unless any other arrangements have been explicitly agreed in writing with the customer all charges due to the Company shall be payable upon receipt of monthly invoices or within the period stated on the invoice (the due date). In certain cases i.e. reports for mortgage purposes, a report will not be released until final payment has been received.

3.5 All reports, written advices, plans, other documentation and goods supplied shall remain the property of the Company until payment for all services, documents and goods has been received by the Company.

3.6 Time for payment shall be of the essence of the contract without prejudice to any other rights of the Company if the customer fails to pay the invoice price by the due date the customer shall not be allowed any discount given in that invoice and shall pay interest on any overdue amount from the date on which payment became due to that on which it is made whether before or after judgement on a daily basis and at a compound rate of 2% per calendar month. The customer shall be liable for payment to the Company of all costs incurred in the recovery of any overdue amount

4. ARBITRATION

4.1 Should a customer dispute any charge made by the Company in respect of work carried out then that dispute shall be determined by an arbitrator of the Institute of Arbitrators

5. LIABILITY

5.1 Services undertaken and reports submitted by the Company shall be for the benefit of the customer alone. No liability shall attach to the Company or consultant employed by the Company for loss or damage sustained by any third party unless the interest of that third party shall have been communicated in writing top the Company prior to the making of the contract or the delivery of the services as the case may be

6. GENERAL

6.1 The Company may sub-contract the performance of the contract in whole or in part unless otherwise requested by the customer prior to the making of a contract

6.2 The contract is between the Company and the customer as principles and shall not be assignable by the customer without the express written consent of the Company

6.3 The Company shall have lien on all the customer's property in its possession for all sums due at any time from the customer and shall be entitled to use sell or dispose of that property as agent for and at the expense of the customer and apply the proceeds in and towards the payment of sums on 28 days' notice in writing to the customer. Upon accounting to the customer for any balance remaining after payment of any sums due to the Company and costs of sale or disposal the Company shall be discharged of any liability in respect of the customer's property

6.4 The Company may at its discretion suspend or terminate the supply of services if the customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the contract or any other agreement with the Company or becomes bankrupt insolvent has a receiver appointed of its business or is compulsorily or voluntarily wound up or become the subject of a bankruptcy order or the Company bone fide believes that any of those events may occur and in the case of termination shall be entitled to forfeit any deposit paid

7. FORCE MAJEURE

7.1 The Company shall not be liable for any failure in performance of any of its obligations under the contract caused by factors outside its control

8. LAW & CONSTRUCTION

8.1 The contract shall be governed by English law and the customer consents to the exclusive jurisdiction of the English courts in all matters regarding the contract

8.2 The headings of conditions are by way of reference only and shall not affect their interpretation

9.0 VARIATION & REPRESENTATION

9.1 The contract between the Company and the customer is contained exclusively in this form and no servant or agent of the Company has any authority to add vary or contradict these Conditions of Contract whether orally or in writing and the Company shall not be liable for any representation which any servant or agent shall purport to give on its behalf.

CHESHIRE WOODLANDS

SCHEDULE OF OPERATIONS

Tree Risk Assessment Drawing

- The Tree Risk Assessment Drawing will be of sufficient detail and scale to enable the identification and appraisal of Targets and identification or plotting of trees or groups of trees.
- Unless specified by contract, the Tree Risk Assessment Drawing will not be to a specific scale or level of accuracy.
- The Tree Risk Assessment Drawing will be sufficiently accurate to enable identification of individual trees and groups described in the Schedules.
- Unless otherwise specified by contract, base plans of the site/s will be supplied by the Instructing Party. If plans are not provided, we will obtain and charge them at cost plus 20% administration fee.

Schedules

- Data collected from the survey or inspection of trees will be recorded on tabulated Schedules.
- The Schedules will be made available in digital formats.
- The Schedules will cross-reference with the Tree Risk Assessment Drawing.

Target

Something having potential to be harmed by the failure of a tree.

Target Ranges

Ranges of Target value categorised by the cost of repair or replacement of property, or human and vehicular occupation as defined in the Quantified Tree Risk Assessment Practice Note.

Target Appraisal

Assessment and where necessary mapping of land-use by estimated vehicular usage; estimated levels of human occupation and estimated property values. Our assessors see only a snapshot of site usage and Instructing Party is advised to consider our appraisal against the site manager's knowledge of site usage. Targets will be allocated a Target Range.

Walkover Assessment

Having taken a view of the land-use (Targets), the assessor will walk the site, not necessarily with the intention of inspecting or surveying each tree or viewing all parts or all sides of each tree but to take a general overview of trees and look for signs of obvious defects or ill-health that might be significant in relation to the Targets. The level of detail at which trees are assessed will be guided by the Target Appraisal.

The assessor will plot trees in groups. Defects or signs of ill-health identified by the assessor as being significant in relation to the Targets will be recorded and the given tree will either be identified on the Tree Survey Plan or by a metal/plastic tag fixed to the stem or both. A Quantified Tree Risk Assessment will be carried out. Where the assessor considers necessary the survey and recording of individual trees, they will (unless excluded by contract) be surveyed and recorded as described for Individual Tree Survey (below) for which an agreed unit rate will be charged. Where the Walkover Assessment identifies numerous trees as requiring Individual Tree Survey a separate survey may be arranged and charged at an agreed unit rate, unless excluded by contract in which case the Individual Tree Survey will be recommended as a management option. The Walkover Survey may include the plotting of individual trees for which a short record is made without the full detail

of the tree and in this regard, the intention will be to record sufficient data to inform management decisions.

Individual Tree Survey

Having taken a view of the land-use (Targets), the assessor will survey individually and record each specified tree or each tree within a specified area of land. The intention will not be the inspection of each tree in detail but to take a general view of each tree and look for signs of defect or ill-health that might present a significant risk of harm to the identified Targets. The tree will be viewed as appropriate in the context of the land use, from the ground, using binoculars where appropriate.

Each tree will be identified either on the Tree Risk Assessment Drawing or by a numbered tag fixed to the stem, or both. Signs of defect or ill-health identified as being potentially significant in relation to the Targets will be recorded against the given tree. Where the Assessor considers necessary the detailed inspection of trees to ascertain the extent and significance of defects or other features, they will (unless excluded by contract) be inspected and recorded as described for Individual Tree Inspection (below) and, unless otherwise included in the contract, be charged at an agreed unit rate. Where the Individual Tree Survey identifies more numerous trees as requiring Individual Tree Inspection a separate visit will be scheduled, unless excluded by contract in which case the Individual Tree Inspection will be recommended as a management option.

Individual Tree Inspection

Having taken a view of the land-use (Targets), the assessor will investigate, evaluate and record defects, decay and other conditions identified in the survey to establish their likely effects on the health and mechanical integrity of the trees.

Invasive Investigation

Where considered necessary by the assessor, Invasive Investigation may be employed and might include but not be limited to:

- extraction of soil cores
- root-collar excavation (the use of hand-excavation of ground around the base of the tree)
- test-boring with twist-drill or microdrill (Resi 400 ™)
- extraction of increment cores
- removal of loose dead bark
- removal of live bark
- removal of shoots, branches and foliage
- removal and identification of fungi

When considered necessary, laboratory analysis of samples will be commissioned and will be charged at cost plus 10% unless excluded by contract in which case laboratory analysis may be recommended.

Aerial Inspection	Aerial Inspection is the climbing assessment of those parts of the tree that cannot be assessed while standing on the ground. Aerial Inspection will usually be carried out by ascending the tree using rope and harness or by Mobile Elevated Work Platform (MEWP). For reasons of safety, both of these methods require the presence of a second competent climber. A lone assessor using a ladder might, taking appropriate precautions, carry out inspections within 4 metres of ground level.
DEFINITIONS	In the context of tree management services offered by or contracted from Cheshire Woodlands, the following meanings shall apply.
Survey	A general assessment of a tree or trees at the level specified in the fee proposal and agreed with the Instructing Party and plotting of trees individually or in groups on a Tree Risk Assessment Drawing, and recording of observations in a Schedule. Trees will normally be surveyed and assessed only from land in the control of the Instructing Party or from public land; access from neighbouring private land will not be sought other than by special arrangement with the Instructing Party.
Inspection	A detailed examination of a tree or trees at the level specified in the fee proposal and agreed with the Instructing Party, and plotting of trees individually on a Tree Risk Assessment Drawing, and recording of observations in a Schedule. Trees will normally be inspected only from land in the control of the Instructing Party or from public land; access from neighbouring private land will not be sought other than by special arrangement with the Instructing Party.to determine the state of their health or mechanical integrity or both as might be specified by the Instructing Party, or to determine the cause of a particular effect such as damage to a structure in relation to a tree or trees.
Instructing Party	The individual or entity providing instructions to and having a contract with Cheshire Woodlands Arboricultural Consultancy for the provision of services.

Fee Proposal

Lally Tree Management
36 Goldsworthy Road
Urmston.
M41 8US

Tel: 07305740120
Email: matt@lallytreemanagement.co.uk
Web: https://www.lallytreemanagement.co.uk/

Stockton Heath Parish Council
Stockton Heath Library,
Alexandra Road,
Stockton Heath,
WA4 2AN

Quote No: LTM0333.01

Date: 31/08/2021

VAT: 362 1984 85

Dear Mrs Lara Jacob

Arboriculture services for Stockton Heath Parish Council

Lally Tree Management is delighted to submit a fee proposal for Arboriculture services with regards to a Visual tree Assessment report for the trees at the aforementioned address.

Visual Tree Assessment
The tree survey and report follows the Visual Tree Assessment (VTA) method which will help our client ensure that they are meeting their duty of care in relation to trees within their ownership. Our arboriculturists will visit the subject site to gather required data in order to prepare a VTA report. The following will be provided:

Tree Survey and Report
The surveyor will record each specified tree or group of trees within a specified area of land. All parts will be viewed from the ground using binoculars where appropriate. The surveyor might where appropriate, due to the characteristics of the trees, record them grouped by common characteristics such as species, age, vitality and dimensions.

Tree Data Schedule
Data collected from the Tree Survey will be recorded on a Tree Data Schedule which will cross-reference with the Tree Survey Plan.

Tree Survey Plan
Each tree or group of trees will be plotted on site by eye and shown on an overhead map of the site.

Fee Summary

Description	**Total**
Visual Tree Assessment and production of report for at • **Mill Lane site North and South** • **Ackers Pit**	£800
VAT @ 20%	£160
Fee Proposal Total	**£960**

I sincerely hope that you choose Lally Tree management for your arboricultural consultancy needs and I look forward to hearing from you.

Yours sincerely

Matthew Lally (MArborA)
Arboricultural Consultant.

Terms of Service.

Any alteration to the terms of this Agreement shall only be effective if agreed by Lally Tree Management.

A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

The benefit of this Agreement may be assigned only with Lally Tree Management's express written consent the giving of which shall be at Lally Tree Management's absolute discretion.

This Agreement shall be governed by and construed in accordance with English Law and be subject to the non-exclusive jurisdiction of the English Courts.

Lally Tree Management shall carry out the Services using reasonable skill and care and in doing so shall be entitled to rely on information provided by the Client or on the Client's behalf. It is expected that for an Arboricultural Impact Assessments and Method Statements, a topographical survey will be provided by the client. If no topographical is provided the Lally Tree Management will be able to plot trees by eye, however, these will be rough measurements and Lally Tree Management cannot expect any liability from inaccurately plotted trees.

The Client shall provide or procure the provision of all necessary safety information, access and assistance to Lally Tree Management in the carrying out of the Services and provide free of charge to Lally Tree Management all data, reports, plans, drawings and other information (whether or not contained in documents) which pertain to the Services.

Completion of the work shall be deemed to have taken place when such work as described in the proposal has been carried out. At this stage full payment of the fee shall become due on receipt of an invoice. Payment is due regardless of a council and or Local Planning Authority refusing permission for works or planning approval. Payment is due regardless of if the client disagrees with the findings of the report or is unhappy with the findings of the report.

In the event that there is a material alteration in the Services and/or Lally Tree Management are prevented from or delayed in undertaking the Services by reasons beyond their reasonable control, Lally Tree Management shall be entitled to payment by the Client of their reasonable charges caused as a result of such alteration, prevention or delay and such charges will be added to the Charges payable in accordance with this Agreement.

Nothing in this Agreement shall restrict Lally Tree Managements liability:
to the extent that the Unfair Contract Terms Act 1977 prohibits Lally Tree Management from excluding or restricting such liability for death or personal injury; or
for fraud.

Lally Tree Management shall not be liable for:
any indirect, economic or consequential loss;
any loss of profit;
loss of use or loss or corruption of data or information;
property damage;
loss of anticipated savings; or
depletion of goodwill, reputation or similar losses arising from or in connection with this Agreement or the project to which it relates

Lally Tree Management will not be held liable for any delay or failure to fulfil Lally Tree Managements obligations under this Agreement as a result of causes beyond Lally Tree Managements reasonable control or as a result of Lally Tree Managements terminating this Agreement or suspending the Services pursuant to any term of this Agreement.

Where in the course of the Services Lally Tree Management engages any testing laboratory for the analysis of samples or otherwise Lally Tree Management shall engage such testing laboratory as agent for the Client and shall not be responsible for any act or omission or breach of duty or failure to perform or negligence by or of such testing laboratory.

The Client delegates authority to Lally Tree Management as its agent to appoint third parties (where necessary) on behalf of the Client to provide services (including archaeological investigation services) connected with the project or as necessary for the discharge by Lally Tree Management of the Services. Lally Tree Management shall have no liability for the actions of such third parties.

All Intellectual Property shall remain vested in Lally Tree Management and shall not be liable for the use by any person of Intellectual Property for any purpose other than that for which it was prepared. Provided that all sums due from the Client to Lally Tree Management however arising and whether relating to this Agreement or any other have been paid, Lally Tree Management grants a royalty free licence to the Client to use and to reproduce Intellectual Property in connection with the Services.

Lally Tree Management may terminate this Agreement or suspend the Services (at its option) with immediate effect if Lally Tree Management discharge of the Services is prevented or frustrated by any cause beyond Lally Tree Management's reasonable control or in Lally Tree Management's reasonable opinion the health and/or safety of its staff is put at risk and/or as a consequence of adherence to any British Foreign Office recommendation.

Lally Tree Management may suspend or terminate this Agreement with immediate effect without notice if the Client is in breach of any part of it or is subject to or instigates insolvency proceedings of any type or if Lally

Tree Management reasonably believes that the Client is or will be unable to pay its debts as they fall due. If Lally Tree Management suspends or terminates this Agreement for such a reason the Client will not be entitled to make any claim again Lally Tree Management in respect of such suspension or termination and the Client will remain liable to Lally Tree Management in respect of all sums due.

By accepting this fee proposal, you are accepting the above terms and conditions.