



## 1.0 General

- 1.1 Upon notification to the Client by TMA that the information in the Project Booking Form has been checked and accepted, these Terms and Conditions (including the Special Conditions and Exclusions in the Schedule), together with the Fee Quote, shall constitute a binding Contract between the Client and TMA.
- 1.2 The Contract shall apply in preference to and supersedes any previous terms and conditions referred to, offered, or relied upon by the Client whether in writing or otherwise.

## 2.0 Definitions

The following definitions shall apply to this Contract:

“Additional Services” means any additional services to those specified in the Fee Quote as agreed in writing between the Client and TMA.

“Adjustment” means any adjustment of the Fee in accordance with clause 3.0 of these Terms and Conditions

“Client” means the organisation or individual/s named in the Fee Quote, and, if the Client has nominated a Client Representative, Client includes the Client’s Representative

“Client’s Representative” means any persons notified by the Client under clause 5.0 of these Terms and Conditions who are authorised to act on the Client’s behalf with respect to this Contract

“Contract” means these Terms and Conditions (including the Special Conditions and Exclusions in the Schedule), together with the Fee Quote

“Fee” means the amount payable in accordance with the Fee Quote and any Adjustment of the Fee under these Terms and Conditions.

“Fee Quote” means the fee quote supplied to the Client for the Services and accepted by the Client when requesting this Contract via the Project Booking Form

“MyTrees” means the database and GIS (Geographic Information System) software package designed by TMA specifically for tree and ecological surveys.

“Project Booking Form” means the project booking form on TMA’s website required to be completed by the Client regarding the Services

“Report” means the document to be prepared by TMA reporting on the Services which may include survey data, reports, drawings and memoranda of advice.

“Services” means the services described in the Fee Quote and any Additional Services.

“Site” means the site address or area/s specified in the Fee Quote.

“TMA” means Tim Moya Associates, the trading name of Tim Moya Tree Services Ltd

## 3.0 Fees and payment

- 3.1 The Fee Quote is valid for 3 months from the date of issue and is:
- 3.1.1 inclusive of travel to and from the Site unless otherwise stated in the Fee Quote;
- 3.1.2 exclusive of VAT and all other disbursements.
- 3.2 The Fee will be adjusted if:
- 3.2.1 the performance of the Services is materially delayed and/or disrupted at any time for any reason outside TMA’s reasonable control;
- 3.2.2 the Client makes a request which results in alterations to the scope, size, complexity or duration of the Services as specified in the Fee Quote;
- 3.2.3 corrections to the Services or the Fee Quote are required as a result of errors, inaccuracies or omissions in information supplied by the Client;
- 3.2.4 Additional Services are requested by the Client.
- 3.3 All Adjustments to the Fee will be charged at TMA’s standard rates unless otherwise agreed.
- 3.4 Payment is due in full within 30 days of the date of invoice unless otherwise specified.



- 3.5 Any queries relating to invoices should be notified to TMA within 7 days of the invoice date. Interest and collection costs shall be added to all amounts remaining unpaid in accordance with the Late Payments of Commercial Debts (Interest) Act 1998.
- 3.8 If the Client fails to pay an invoice by the final date for payment then TMA may charge the Client interest on the outstanding amount, both before and after any judgment, calculated on a daily basis at the rate of 4% above the base rate set from time to time by the Bank of England's Monetary Policy Committee (or any successor to it).
- 4.0 TMA's Responsibilities**
- 4.1 TMA will use all reasonable endeavours to perform the Services in accordance with the Fee Quote and specification and method statement documents provided.
- 4.2 TMA will exercise all reasonable skill, care and diligence as is to be expected of a properly qualified and competent member of the profession experienced in carrying out work similar in scope and character to the Services.
- 4.3 TMA will inform the Client if it becomes aware that performance of the Services is delayed or likely to be delayed, and will give reasons for the delay and an estimate of the effect of the delay on the completion of the Services.
- 4.4 TMA will undertake an appropriate on-site risk assessment prior to the performance of any Services on Site. If TMA considers that there is an unacceptable risk to personal safety, or that performance would breach the conditions of the Health and Safety at Work Act (1974), TMA is entitled to abandon the performance of Services and advise the Client accordingly.
- 4.5 TMA normal working hours are Monday to Friday 08.00 to 17.00 excluding weekends, bank holidays and Christmas shutdown (the period between Christmas and New Year's Day). Some Services such as bat surveys may require working outside these hours requiring access to Site at unsocial hours.
- 5.0 Client's Responsibilities**
- 5.1 The Client will provide TMA free of charge and in sufficient time so as to not delay or disrupt the performance of the Services all the necessary and relevant data in possession of the Client, its agents, or other consultants.
- 5.2 The Client will immediately notify TMA of the name and contact details of any Client Representative, and the Client Representative will be taken to have full authority to act on the Client's behalf, save that they will not have any authority to terminate this Contract.
- 5.3 The Client will provide mapping data to TMA free of charge, together with copyright permissions needed for their use. If these cannot be supplied, mapping can be purchased at the Client's cost by TMA with a 1-year licence. Continued mapping licencing will be the responsibility of the Client.
- 5.4 The Client acknowledges that TMA will not undertake the Services in respect of, and that the Report will not cover, any of the following:
- 5.4.1 areas which TMA cannot access (including inability to access due to undergrowth);
- 5.4.2 any defects or features of any tree, habitat, nest or roost which are hidden from plain sight;
- 5.4.3 underground structures;
- 5.4.4 area where hazardous waste is present;
- 5.4.5 places covered by Government restrictions on movement (e.g. Covid19).
- 5.5 The Client will inform TMA in advance of any visit to the Site of any specific Site-related health and safety issues which may affect performance of the Services.
- 5.6 The Client will arrange for or grant TMA access at all reasonable times to the Site and such parts of it as may be necessary for the provision of the Services at the Client's cost. Any delays or cancellations caused by an inability to access the Site or any necessary part of it will incur an Adjustment.
- 5.7 Investigation of private covenants is to be the responsibility of the Client/landowner or the Client's Representative.



- 5.8 Unless otherwise agreed in writing with TMA, the Client is responsible for acting on any recommendations in the Report and for obtaining any licences, consents or statutory permissions necessary for the performance of those recommendations.
- 5.9 Where the Client engages a third party contractor independently of TMA in order to carry out works recommended in the Report, the Client is solely responsible for ensuring sufficient insurance, qualifications, licences, and experience are held by that contractor.
- 5.10 The Client may not assign or transfer the benefit of the Report or any documents produced by TMA except with the prior written consent of TMA.

## **6.0 Insurance**

- 6.1 TMA will maintain professional indemnity insurance in the limit of at least £1Million in the aggregate annually for the period of the Services.
- 6.2 TMA will maintain professional indemnity insurance for an amount of at least £1 million in the annual aggregate for a period ending 6 years after the date of completion of the Services.
- 6.3 TMA will maintain public and products liability insurance in the limit of £10 million each and every claim or loss for the period of the Services.
- 6.4 Such insurance shall be subject to availability on commercially reasonable rates and terms, and subject to such other limitations, exceptions and exclusions as are commonly included in such policies.
- 6.5 If insurance is not available on commercially reasonable rates and terms or is not maintained in accordance with clauses 6.1. and 6.2 of these Terms and Conditions, TMA will notify the Client immediately and the parties will discuss the best way to protect their respective positions, having regard to these Terms and Conditions, and the status of performance of the Services at the time.

## **7.0 Limitation and Exclusions**

- 7.1 Without affecting any other limitation in these Terms and Conditions, TMA's maximum liability under or in connection with the Services (whether in contract or tort (including negligence) or for breach of statutory duty) is limited to the amounts of TMA's insurances specified in Clause 6.
- 7.2 No action or proceedings for any breach of these Terms and Conditions may be commenced against TMA after the expiry of six years from completion of the Services.
- 7.3 TMA will not under any circumstances whatsoever be liable to the Client for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect or consequential damage suffered by the Client that arises under or in connection with the Services.
- 7.4 Except for death or personal injury TMA's liability in respect of the following matters whether in contract or tort (including negligence) or for breach of statutory duty or otherwise is excluded:
  - 7.4.1 asbestos;
  - 7.4.2 construction or erection work;
  - 7.4.3 manual work by a subconsultant or a subcontractor;
  - 7.4.4 any liability arising out of the use of any aircraft, drones or mechanically-propelled vehicles;
  - 7.4.5 any claim or loss which arises directly or indirectly out of any statutory, contractual or common law obligation to clean-up or remedy pollution;
  - 7.4.6 any liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under regulation 20 of the Environmental Damage (Prevention and Remediation) Regulations 2009;
  - 7.4.7 any claim in respect of pollution made by or on behalf of any governmental agency or regulatory body or agency;
  - 7.4.8 pollution which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting Regulations (England and Wales) 2010
  - 7.4.9 fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section;



- 7.4.10 any claim to enforce a judgment or award against TMA from outside the Courts of England and Wales and/or English Arbitration proceedings;
- 7.4.11 pollution of buildings and any bodily or property injury caused by pollution;
- 7.4.12 any liability arising out of nuclear, war or terrorism risks;
- 7.4.13 any liability arising out of Services performed outside the United Kingdom;
- 7.4.14 wear and tear, inherent defect, rot, fungus, mould, vermin or infestation, or any gradually operating cause;
- 7.4.15 any loss arising from adverse or negative publicity of or media attention to the Client or its business;
- 7.4.16 any liability under any wildlife or habitat protection legislation whether authorised under a permit or not, including under the Wildlife and Countryside Act 1981 and Invasive Alien Species (Enforcement and Permitting) Order 2019.
- 7.4.17 any liability arising as a result of errors, inaccuracies or omissions in information provided by the Client;
- 7.4.18 any liability arising as a result of tree features or conditions which were not visible from ground level at the time of inspection;
- 7.4.19 the Client's failure to action upon any recommendations set out in the Report;
- 7.4.20 any use of any documents and data by any person other than the Client (without the agreement of TMA) or for any purpose other than that for which they were originally prepared and provided;
- 7.4.21 the exclusions relating to the particular services set out in the Special Conditions and Exclusions in the Schedule of these Terms and Conditions.

## **8.0 Appointment of Subconsultants**

- 8.1 TMA may subcontract performance of the Services or any part of them to subconsultants where it is reasonably necessary for the proper and timely performance of the Services.
- 8.2 Any such subcontracting will not relieve TMA of responsibility for ensuring completion of the Services and delivery of the Report in accordance with the Fee Quote.
- 8.3 Names of staff, qualifications and relevant experience of subcontractors can be provided on request. However, TMA reserves the right to change subcontractors if circumstances require.
- 8.4 TMA accepts no liability for any works undertaken by any companies or contractors employed by the Client.

## **9.0 Survey Information: Formats & Usage**

- 9.1 All documents and communications will be supplied in electronic format only. If paper copies are requested they will be charged at TMA's reasonable copying charges.
- 9.2 TMA does not warrant, expressly or impliedly, the integrity of electronic data delivered through software such as MyTrees, BIM models or data transfer onto Client systems.
- 9.3 TMA accepts no liability in connection with any loss, corruption or unintended alteration of data, drawings and documents in digital format or paper copy after issue by TMA.
- 9.4 For surveys to progress efficiently, a digital base map will be required at a suitable scale and level of detail to allow objects to be accurately located and plotted in MyTrees, formats acceptable include DXF, DWG & SHAPE file.
- 9.5 Boundaries must be clearly defined and will be relied upon. TMA cannot be held responsible for omissions where Site boundaries are not clearly identified.
- 9.6 Tree survey data will be recorded and stored in MyTrees. The data will be collected in the field directly into the MyTrees database and GIS software using TMA-owned tablet computers.
- 9.7 If the Client's specification is to use other software and Client-owned devices to collect data, TMA accepts no liability for the limitations or loss of data caused by use of such software or the malfunction of the devices provided.

## **10.0 Copyright**



- 10.1 Copyright in all documents and data including survey information, text, photographs, drawings, (“the Material”) prepared by TMA remains the property of TMA.
- 10.2 TMA grants to the Client a royalty-free, irrevocable, non-exclusive licence to use and reproduce the Material subject to:
- 10.2.1 no Fees remain payable to TMA; and
- 10.2.2 the use being limited to the purposes for which the Material was prepared, for example drawings prepared for a planning application will only be valid for that purpose and should not be used for construction.
- 10.3 Scientific data collected during the course of the Services will be made available to appropriate biodiversity record centres and Government initiatives against pest and diseases. If the Client has any objection to this they must inform TMA in advance in writing.
- 10.4 TMA is not liable for any use of any Material for any purpose other than that for which they were originally prepared and provided.
- 11.0 Confidentiality**
- 11.1 Where information is expressed by the Client to be confidential, TMA will take all practical steps to ensure that the information is communicated only to persons engaged on the performance of the Services and that those persons treat the information as confidential.
- 11.2 The foregoing restrictions do not apply to any information that is already in the public domain or becomes so after it has been disclosed to TMA.
- 11.3 Confidentiality will not apply where legal or such other obligations necessitate the provision and/or dissemination of information, such as, but not limited to: the requirement to submit licence returns in respect of activities carried out under protected species licences or other such agreements; as a result of any investigation by or enquiry from any regulatory body.
- 11.4 TMA does not accept liability for any loss or damage incurred by the Client because of disclosure of information regarding a Site unless advised in writing that information is confidential.
- 11.5 TMA shall have the right to take photographs and digital images during the performance of the Services and to use the photographs and digital images in the promotion of their professional service through publication, advertising, public relations, brochures, websites, or other marketing media unless specifically agreed otherwise with the Client.
- 12.0 Data Protection**
- 12.1 TMA will use the information the Client supplies primarily to provide the Services and for related purposes including: updating and enhancing Client records; management and analysis of TMA’s performance; statutory returns; legal and regulatory compliance.
- 12.2 TMA’s use of this information is subject to the Client’s instructions, the Data Protection Act 1998, GDPR and TMA’s duty of confidentiality. TMA may sometimes have to give information to third parties such as the Client Representative or its other agents or consultants, and local authorities and public bodies. The Client has a right of access to the data TMA holds about it.
- 12.3 TMA reserves the right to share species data with the relevant ecological record centres and pest and disease research organisations.
- 13.0 Suspension and Termination**
- 13.1 Suspension and Termination by the Client
- 13.1.1 The Client may at any time give at least seven days’ notice in writing to TMA requiring it to suspend all or part of the Services.
- 13.1.2 In the event of a suspension of all or any Services, TMA will be entitled to raise an invoice in respect of all Fees, disbursements and expenses reasonably incurred by TMA up to the date the suspension takes effect.



- 13.1.3 If the Client does not instruct TMA to resume the Services within seven days of receiving a written notice from TMA requiring it to do so, TMA may immediately terminate this Contract by giving written notice to the Client.
- 13.1.4 The Client may terminate TMA's engagement under this Contract at any time by giving TMA 28 days' prior notice in writing, exclusive of any notice period under clause 13.1.1.
- 13.2 Suspension and Termination by TMA
  - 13.2.1 If the Client is in material breach of its obligations under these Terms and Conditions TMA may suspend the provision of the Services immediately.
  - 13.2.2 Should the Client fail to remedy such breach within seven days after TMA gives it written notice to do so, TMA may immediately terminate this engagement by giving written notice to that effect.
- 13.3 On suspension or termination by either the Client or TMA in accordance with this clause 13 the Client will pay TMA the Fee properly due for payment up to the date of suspension or termination.
- 13.4 Upon payment of the amount due on termination, TMA will hand over to the Client the documents prepared by TMA, subject to the terms of the copyright licence under Clause 10 and payment of TMA's reasonable copying charges.
- 13.5 Termination of the Services under this Contract does not affect the accrued rights and remedies of TMA and the Client.

#### **14.0 Disputes**

- 14.1 TMA and the Client will in the first instance use reasonable endeavours to resolve any issue or dispute between them without delay by way of negotiation or, if they so agree, by mediation.
- 14.2 Any mediation will be carried out in accordance with the edition of the Model Mediation Procedure published by the Centre for Effective Dispute Resolution that is current at the date of this Contract.
- 14.3 Regardless of any negotiation or mediation, any dispute between the parties may be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 (England and Wales).
- 14.4 If arbitration is chosen, the dispute will be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction.

#### **15.0 Death or incapacity**

In the event of death or serious incapacity of a sole practitioner employed by or contracted to TMA preventing the continuation of the Services this Contract shall be deemed to have terminated. Outstanding Fees will be payable, and all documents and data will be transferred as appropriate subject to the copyright licence in clause 10.

#### **16.0 Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

#### **17.0 Rights of Third Parties**

Nothing in these Terms and Conditions confers or purports to confer any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms on any person who is not a party to it. Only the Client (and the Client's permitted assignees) and TMA can take action to enforce these terms and conditions.





## SCHEDULE

### SPECIAL CONDITIONS & EXCLUSIONS

#### **1.0 General Conditions for all Services**

- 1.1 Inspections and surveys cover the existing conditions, landscapes, and structures at the time of inspection but do not take into account structural defects or any health condition that develop subsequently or as a result of the inspection being undertaken.
- 1.2 Observations are taken from ground level only, within the curtilage of the Site and public accessible areas, where this can be done safely and without undue difficulty.
- 1.3 Tree heights, age range and future growth are approximate only and no warranty, either expressly or impliedly, is made as to precise measurements or locations.
- 1.4 TMA's surveys and Reports do not appraise the condition or structural integrity of any buildings or structure and no reliance should be made on any such comments.
- 1.5 Sketched plans and non-scaled plans that form part of Reports should not be relied upon as technical drawings.
- 1.6 TMA will not accept liability for any inaccurate or defective goods, data or materials purchased on behalf of the Client.

#### **2.0 Tree Surveys – Risk & Conditions**

##### **2.1 General**

- 2.1.1 TMA carry out tree surveys to assess the risk of harm posed by trees. The survey will consider information available and visible to the consultant on the day of survey. Trees are dynamic living organisms that are subject to the forces of nature, where an element of risk is necessarily always present. The purpose of this survey will be to identify trees, conditions and defects and make recommendations to manage the risk of harm to an acceptable level where possible.
- 2.1.2 TMA advise that all trees within high occupancy areas should be surveyed at least every 15- 18 months or immediately following storm force winds or gusts at or exceeding Beaufort Wind Scale 7, which may increase the likelihood of structural failure.
- 2.1.3 Typically, a survey will be a 'walk over' of a population of trees to identify features clearly visible from ground level with no further investigation. TMA's surveyors may, at their discretion, use a probe or mallet where indicators to do so are visible and will record the result of these further findings.
- 2.1.4 Tree surveys will identify the visible existing conditions, landscapes, and structures at the time of inspection/survey but cannot consider structural defects, changes in landscape layout or use or any condition that develops subsequently. Nor can they consider historical management or damage that is not reported by the Client or not seen at the time of survey.
- 2.1.5 There is no warranty or guarantee, expressed or implied, that problems or deficiencies of the subject trees may not arise in the future.
- 2.1.6 In line with TMA's health & safety policy, no undergrowth will be removed or disturbed by TMA when undertaking tree surveys. It is the Client's responsibility to ensure that the trees to be surveyed are assessable and visible, it is recommended that grass strimming or spraying is undertaken before surveys are due.
- 2.1.7 The survey will not include inspection of tree features which are obscured by vegetation or not visible from ground level because of obstruction (e.g. rubbish / spoil / debris etc.).

##### **2.2 Accuracy of tree survey data**

- 2.2.1 Tree positions will be visually estimated for the purpose of identification. Trees will be plotted with reference to base map information.
- 2.2.2 Trees will not be tagged or marked unless specified otherwise in the Fee Quote.



**2.3 Observations and Recommendations**

- 2.3.1 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 may be used to support visual surveys.
- 2.3.2 Unless stated otherwise, the inspection is limited to visual examination of the subject trees from ground level only and from a close as is accessible.
- 2.3.3 Surveyors will not walk along the carriageway outside the Site unless they consider it is safe to do so.
- 2.3.4 Surveyors will not walk along the carriageway inside the Site unless it is safe to do so. Unsafe examples would include steep banks close to road, land adjoining highways with no footpath.
- 2.3.5 The inspection cannot guarantee that defects on top of branches or not visible from the ground will be identified (International Society of Arboriculture (ISA) Level 1 – Limited Visual Assessment). Individual trees will be plotted, and details recorded. A probe and or mallet may be used where conditions indicating the need to do so are visible (ISA Level 2 - Basic Assessment). The result of such further findings will be noted on the tree record.
- 2.3.6 Tree dimensions, age range and future growth are visually estimated and approximate.
- 2.3.7 Identification of fungi, insects, or tree disorders is based on field observations at the time of survey and does not include a laboratory analysis (unless specifically requested by the Client).

**2.4 Occupancy and use of site**

- 2.4.1 Levels of occupancy at the survey location will be estimated while on Site based on visual indicators and / or information provided by the Client.
- 2.4.2 TMA's quantified risk assessments, when applied, will not consider unusual levels of occupancy unless the survey is to assess risk for a specified event.

**2.5 Visual limitations**

Trees obscured by vegetation

- 2.5.1 Trees covered by ivy or other climbing plants or obscured by (for example) brambles will be visually assessed to look for signs of physiological decline (e.g. numerous dead branches, dieback, weak live growth, bark exudation etc.) from safely accessible location(s)
- 2.5.2 Where clear signs of decline are identified and a potentially significant risk of harm exists, recommendations will be made to either manage those concerns e.g. through remedial tree surgery, or recommending vegetation clearance to provide access, followed by a more detailed inspection to assess tree condition.
- 2.5.3 Where close access to the base of the tree is possible, but a tree is covered by ivy/climber/vegetation, basal or epicormic growth, the base and trunk will be visually inspected to the extent possible under the circumstances, to look for signs of decay, structural defects and or decline (for example fungal fruiting bodies, cavities, cracks, bark formations, exudates).
- 2.5.4 TMA cannot be held responsible for any tree failure due to soil erosion or a change in rooting environment (historic or future) such as root damage.

Trees in woodlands/groups

- 2.5.5 It is rarely appropriate or possible to fully inspect and record details for every individual tree in a woodland or tree group situation.
- 2.5.6 Unless otherwise instructed by the Client, TMA's survey procedure for woodlands, forests and similar groups of trees where numerous trees are growing close together, is to identify the range of species present as well as general conditions, features and targets, which will be recorded.
- 2.5.7 Where areas of higher occupancy within woodlands, forests, groups, (e.g. footpaths, obvious indications of occupation such as children's camps or play dens etc) or areas within falling distance of woodlands (e.g. roads, paths, properties, car parks etc) are identified, the following procedures will apply;





- Accessible trees within falling distance of areas of high occupancy will be inspected individually and those with significant defects and or those requiring work will be plotted and recorded individually.
  - Inaccessible trees will be visually assessed from a distance to look for signs of physiological decline (e.g. numerous dead branches, dieback, weak live growth, bark exudation) from nearby location(s), and details recorded.
- 2.5.8 Where signs of decline are identified and a significant risk of harm exists, recommendations will be made to either manage those concerns or arrange vegetation clearance to provide access, followed by a visual inspection to further assess tree condition. The position of the tree will be estimated.
- 2.5.9 Some trees on the survey may not be visible from Site or off Site. Common examples of these include trees within a dense group with undergrowth which back onto private properties. In these cases, a group will be plotted to indicate the extent of the trees.
- 2.6 Quantified Risk assessment**
- 2.6.1 Quantified Tree Risk Assessment (QTRA) – Where appropriate or where instructed, TMA use the QTRA system to quantify risk of harm from trees, this system is based on statistical data calculated over a 1 year period.
- 2.6.2 Any QTRA assessment can therefore only be valid for one year from the date of the calculation due to the necessary restriction of the assessment. QTRA does not produce a fixed time period for the review of any recommendations. A QTRA briefing note can be provided on request.
- 2.6.3 QTRAs will be undertaken and detailed on the tree record where works are recommended to address a risk of harm, or where a significant defect is identified but the risk of harm is low and no works are considered necessary.
- 2.6.4 The probability of failure is impossible to predict with certainty and can only ever be an estimation based on the best judgement of the surveyor. Trees will be surveyed by a professional arboriculturist, in line with best practice to enable tree owners to meet their duty of care.
- 2.6.5 Natural conditions will vary and change over time so any assessment of the likelihood of failure of a tree or branch will become less reliable as more time passes. The risk must be reassessed within a reasonable time frame, decided by the tree owner, considering the levels of occupancy and risk of harm around trees.
- 3.0 Specialist Tree Investigations and Tests**
- 3.1 Typically, a specialist survey will be carried out from ground level on a single tree or a small selection of trees, it may include:
- o Recording features using a camera
  - o Tap testing with a mallet
  - o Hand probing with a screwdriver (or similar)
  - o Removal of loose or damaged bark to investigate trunk condition
  - o Cutting sections of fungal fruiting bodies for identification
  - o Testing with specialist equipment
- 3.2 Identification of fungi, insects, or tree disorders is based on field observations and does not include a laboratory analysis (unless specifically requested by the Client).
- 3.3 Cracks in the wood are an insurmountable barrier for sound waves when using PiCUS tomography. Depending on the cracks shape and position the affected area in the tomogram usually looks bigger than it really is. Especially ring-shaped cracks may appear like extensive cavities or defects which can lead to misinterpretations.
- 3.4 PiCUS tomography tests depends on clear access to all sides of the tree. One test will give a cross sectional reading at the test site and will not ensure that decay is picked up at other untested locations.
- 3.5 PiCUS tomography is used to assess the extent of decay within the tree above ground at the test site, it cannot ensure the stability of the tree below ground level. If decay is too close to ground level or it



is thought that it is preferable for the conditions presented RESI PD may be used instead, or in addition to PiCUS to assess decay.

- 3.6 No liability is accepted for any errors or omissions with the analysis, algorithms or calculations incorporated into the PiCUS, RESI PD or Dynamic load tree stability testing equipment.

#### **4.0 Tree Surveys and Reports – Development Purposes**

- 4.1 Tree surveys carried out for development purposes will follow the methodology in the current iteration of British Standard 5837 and will not include a comprehensive health and safety survey of trees on and/or surrounding the site.
- 4.2 Tree locations will rely on the accuracy of topographical information supplied by or commissioned by the Client. In the absence of a topographical survey, tree locations will be visually estimated in relation to land features and TMA makes no warranty either expressly or impliedly as to the topographical accuracy of the location.
- 4.3 Off-Site trees which may be of relevance to the proposed development will be assessed from within the Site unless access is available free of charge to inspect the trees more closely. Dimensions may, therefore, be either visual estimations or estimations using laser technology where reasonably available.

#### **5.0 Tree-related Subsidence Investigation/Subsidence Risk Assessment/Pre-Property Purchase Report**

- 5.1 TMA's surveys and Reports do not appraise the condition or structural integrity of any buildings or structure and no reliance should be made on any such comments.
- 5.2 TMA's investigation of the Site will not include the investigation of underground or covered features.
- 5.3 Tree-related subsidence risk assessments will be carried out on the assumption that the building is not currently damaged.
- 5.4 TMA's assessment of tree-related subsidence risk will relate only to the main building and not to light structures (walls, patios, driveways etc.)
- 5.5 TMA's survey of vegetation will be confined to those trees and other vegetation considered to be within influencing distance of the main property. TMA's survey will not include trees or other vegetation not believed in the professional opinion of TMA to be relevant to the investigation.

#### **6.0 Landscape**

- 6.1 TMA shall have no liability for any defects in works or goods supplied by a contractor or be in anyway liable in the event of a dispute between Client and such contractor.
- 6.2 Where detailed structural work is involved such as retaining walls, foundations and buildings including matters covered by the Party Walls etc Act 1966 it is the Clients responsibility to seek professional advice from a building surveyor and/or structural engineer.
- 6.3 The Client shall be responsible for obtaining any necessary planning permission for any works recommended as a result of the Report and for fulfilling statutory requirements.
- 6.4 The appointed contractor shall be responsible for the proper implementation and completion of construction works and for maintaining a safe working environment on the Site. It is expected that contractors/builders appointed will be competent members of their profession.

#### **7.0 Ecology**

- 7.1 For bat surveys, access is required to all loft spaces and other areas as detailed in the Fee Quote. If access is not possible to all areas, the assessment may be incomplete, and the local authority may require further surveys to be undertaken. If TMA must visit the Site a second time because full access was not available on the first visit, an additional charge will be made.
- 7.2 If TMA consider that a potential wildlife crime has been committed or believe a crime may be about to be committed, this will be brought to the Client's attention immediately. There are certain circumstances in which TMA will be mandated to notify the relevant authorities if a crime has been committed or is about to be committed. TMA reserve the right to communicate with the relevant



authorities directly at any stage should it be considered that this is necessary to prevent the commission or continued commission of a crime.

- 7.3 Occasional access to third party land may be required, for instance to assess off-Site ponds for the presence of great-crested newts where this is relevant to a development site. Where such access is required, access must be formally arranged by the Client with the relevant landowner and provided free of charge to TMA. TMA may require evidence of formal access permission having been granted. TMA reserve the right not to enter third-party land where clear access permission cannot be demonstrated or is permitted on unreasonable terms. TMA will not be held liable for any delays to surveys, or limitations to the conclusions of surveys, due to lack of access.
- 7.4 Where stated within the Fee Quote, TMA will record evidence of invasive plant species within or adjacent to the Site. Although invasive plant species will be recorded if observed, TMA does not carry out invasive plant searches and does not guarantee that all occurrences will be found. TMA cannot be held liable for later discovery of invasive plant species, nor any financial implications of their presence.
- 8.0 Clerk of work/ Site Monitoring & Supervision / Inspections**
- 8.1 It is the responsibility of the Client and the contractors to ensure that any works following the recommendations set out in the Report are fit for purpose in relation to the development and to health and safety. TMA do not instruct operatives in how to carry out work on site and take no liability or responsibility for damage, accidents or delays or inaccuracies caused by contractor activities.