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3rd December 2021

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Dear Steve,

PROPOSED MORTIMER TO BURGHELD FOOTWAY AND CYCLEWAY: PROVISION OF ARBORICULTURAL PLANNING SERVICES

I write to thank you for your invitation and conversation of the 2nd December, and to set out the following fee proposal for your Client’s consideration. I understand you act for Stratfield Mortimer Parish Council in the preparation and submission of a planning application seeking consent for the above project. With the benefit of experience on similar projects including Expert Witness appearance, I am delighted to confirm that we have excellent capacity to assist you.

For the purposes of this quote, I understand the preferred route will be per Ridge Drawing 501459-RDG-XX-XX-DR-C-0002. By way of land to the east of the Reading Road, I note the route connects the extant footway on Victoria Road to its south and that at the Padworth Road/Reading Road/Goring Lane junction to its north (per the respective inserts below).



Google Street View, cited December 2021



Google Street View, cited December 2021

Pursuant to West Berkshire Council’s preapplication advice (September 2021), I intend to provide you with a full and accurate survey of all trees within influence of the route, confirming constraints which may have a bearing on the proposal and risk.

Our input will also include tagging the trees (corresponding to the survey), design input and meeting attendance as required. For submission, we will evidence the arboricultural effect to inform the planning balance. This approach is set out in the following text and itemised fee schedule. I intend to act as lead consultant for Aspect Arboriculture throughout the lifetime of the project.

Proposed Scope of Work

BS5837 Tree Quality Survey and Searches

To objectively appraise all trees within influence of the application route i.e. trees that over-sail it above or below ground. The survey will be undertaken in accordance with *BS5837:2012: Trees in relation to design, demolition and construction – Recommendations*. The purpose of the survey is to confirm design constraints that ensure tree retention, effective mitigation and preclude avoidable tree losses¹.

The tree survey will be presented as a Tree Constraints Plan and Tree Schedule. The Tree Constraints Plan will accurately confirm the locations and extent of all design restrictions connected with trees. The Tree Schedule will provide all relevant supporting data pertinent to decision making and risk management.

Survey outputs will comprise:

Scaled Tree Constraints Plan showing:

Trunk Locations
Root Protection Areas
Grading categories
Shade forecast
Crown spreads
Identification numbers
Statutory constraint details

Tree Schedule detailing:

Common Species Name
Height
Trunk diameter
Height and direction of first significant branch
Structural condition
Physiological condition
Safe useful life expectancy
Observations on health, structure, value and management

All drawn information will be provided as DWG and PDF drawings, with accompanying text documents available in PDF format. Any drawn information will be clearly marked with an accurate north point and scale bar.

Contribution to Design

Aspect Arboriculture will coordinate with the design team to ensure the final version is compliant with statutory, regulatory and policy requirements; seeking to promote the projects green infrastructure and design credentials. Our fee allows for 2no. layout reviews to facilitate this process.

Design Review, Arboricultural Impact Assessment and Tree Protection and Removal Plan

Preparation of a standalone planning document based on an overlay with the fixed route. The AIA will evaluate the direct and residual effect of the final scheme proposals, and provide a review of any mitigation and enhancement measures to inform the overall planning balance. Conclusions will be grounded with reference to the Framework and West Berkshire Council's germane policy tests regarding trees.

The AIA will include a preliminary Tree Protection Plan setting out a strategy for the protection of retained trees and hedgerow, including details of any tree works or construction mitigation; any trees intended to be cleared to implement the development will be clearly identified.

¹ The survey will major on recording trees individually where topographical detail and access is available. Trees will be cited as groups where appropriate; individual trees within groups will be identified where there is a clear benefit in making such distinction (usually the principal or dangerous trees); hedgerows will be surveyed as cohesive units with detail provided for key components.

Proposed Fees, Timing and Outputs

To provide you with the above work, I recommend setting aside the following fees. Should it be required, I have also included a standalone cost to cover virtual meeting attendances (see bullet four).

We have capacity to survey the route and provide survey deliverables from January 2022; final reports for planning submission will require a two week lead in from reaching a fixed layout. I consider it prudent to dedicate 2no surveyors for a period of up to 3 weeks to survey, assess and tag all of the trees. All reasonable disbursements inclusive of mileage and accommodation are included.

Design and Planning Deliverables	Fee
BS5837 Tree survey, Tagging and VTA (assumes 2no surveyors for up to 3no weeks)	£9,600
Scaled Tree Constraints Plan, Tree Schedule and Searches	£850
Design review comprising 2no. layout revisions	£500
Arboricultural Impact Assessment and Tree Protection and Removal Plan	£2,125
Total fee (excluding VAT):	£13,075

Notes:

- The above figures **exclude VAT**, which would be charged as per the enclosed Terms of Business.
- This figure assumes the provision of a topographical survey base plan.
- All necessary access arrangements will be undertaken by the client. Any time spent by Aspect Arboriculture organising and arranging access will be charged on a time-spent basis as per the enclosed Terms of Business. Should access to all parts of the site not be available on the same day then additional site visits may be required, which will be charged on a time-spent basis.
- If required, virtual team meeting attendance will be charged in addition at £650 per meeting (assumed at 1.5hrs + 30mins preparation).

I hope that our proposal meets with your approval. Should you choose to appoint Aspect to assist you, I would be grateful for confirmation by email. If you have any questions or wish to discuss our proposal ahead of making an instruction, then please do not hesitate to contact me.

Yours Sincerley,



Dr Richard Curtis *BSc (Hons) PgDip PhD MArborA*
Director

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These standard terms of business apply to all work carried out by Aspect Arboriculture Ltd unless specifically amended in writing by Aspect Arboriculture Ltd prior to the commencement of work. The Client is the person, company, authority or other body who instructs Aspect Arboriculture Ltd to carry out the work. The Contract is between the Client and Aspect Arboriculture Ltd. These terms and conditions shall be governed by English law and the parties agree that any dispute arising from them shall be resolved in the last instance in the English courts.

Fees

1. The Client will pay Aspect Arboriculture Ltd a fee for the services provided for a sum or at a rate as may be specified in correspondence between us.
2. Any quotations or estimates or rates quoted in a fee submission are valid for a period of three months from the date of the quotation letter. Beyond this period Aspect Arboriculture Ltd reserves the right to amend the fee basis of the quotation or estimate.
3. Aspect Arboriculture Ltd reserves the right to revise the fee if the Client changes its requirements. Any work required beyond the scope of work quoted for or estimated will be beyond the scope of the quotation or estimate. Quotations or estimates or fee rates can be provided for such extra work.
4. Our fee rates are reviewed annually, and any new rates will take effect from 1st January unless otherwise agreed. Aspect Arboriculture Ltd will notify the Client in advance of any changes.

Payment

5. Invoices will be rendered monthly on a lump sum or time charge basis at our standard rates. Payment in full is due within 21 days of each invoice date, unless otherwise indicated. In accordance with the Late Payments of Commercial Debts (Interest) Act 1998 and at the company's discretion, Aspect Arboriculture Ltd reserve the right to charge interest after 21 days from the date of the invoice at a rate of 8% above Barclays Bank base rate.
6. In addition to the time charge costs, invoices will include reimbursable costs and disbursements associated with the work for example, travel, accommodation, subsistence, printing, report and plan production/copying costs, data search, postage, telephone and any other reasonable disbursements charged at our standard rates.
7. VAT will apply at the standard rate on all invoices rendered.

8. If the Client modifies or cancels plans or projects the Client will accept liability for the cost of all commitments taken on by Aspect Arboriculture Ltd on the Client's behalf up to the date of Aspect Arboriculture Ltd being able to act on the Client's new instructions. The Contract can be terminated by either party giving one month's notice in writing.

Confidentiality

9. Aspect Arboriculture Ltd will not disclose any confidential information relating to the Client or the Client's business without the Client's permission unless such information is requested from the Police as part of an investigation. The Client acknowledges Aspect Arboriculture Ltd's right to use any information regarding Client products or services which it has gained in the course of its appointment and which is or becomes publicly available.

Indemnity and liability

10. The Client agrees to indemnify Aspect Arboriculture Ltd against all costs, charges and damages falling upon Aspect Arboriculture Ltd as a result of legal actions brought against Aspect Arboriculture Ltd arising from the publication of any materials which have been approved by the Client for publication.
11. Aspect Arboriculture Ltd shall be under no liability whatsoever if payment of its fees has not been made by the due date, as defined above in these standard terms of business. Nothing in this condition shall have the effect of limiting or excluding any liability of Aspect Arboriculture Ltd for fraud or for death or personal injury caused by the negligence of Aspect Arboriculture Ltd.
12. Aspect Arboriculture Ltd undertakes to maintain Employers Liability Insurance and Professional Indemnity Insurance, details of which can be made available on request.
13. Any property or information made available by the Client to Aspect Arboriculture Ltd shall be and at all times remain at the risk of the Client and Aspect Arboriculture Ltd shall not be subject to any liability for it.
14. All work is undertaken for the Client in good faith. Aspect Arboriculture Ltd accepts no liability whatsoever for any loss or damage arising from any written or verbal advice or information that is acted upon by any third party unless the use of such information or advice has been previously agreed by Aspect Arboriculture Ltd.

15. If any work (written or verbal) produced by Aspect Arboriculture Ltd is altered then Aspect Arboriculture Ltd will not accept any liability arising from those changes.

Copyright

16. Materials produced by Aspect Arboriculture Ltd – including reports, plans, illustrations and all other material remain the property of Aspect Arboriculture Ltd until paid for in full. Copyright and intellectual property rights remain with the company/authors unless otherwise agreed.
17. Where Aspect Arboriculture Ltd reports include copyright third party material, such as photographs or plans, copyright issues or payments will be the responsibility of the Client.
18. Any document, drawing, photograph or plan supplied or issued by the company must not be copied, nor altered, in whole or in part without the written consent of Aspect Arboriculture Ltd.

Termination/cancellation of contract

19. Aspect Arboriculture Ltd reserves the right to terminate the Contract with immediate notice where the Client's actions are in the view of Aspect Arboriculture Ltd likely to lead to breach of wildlife legislation or other Statutes. If this situation should occur all monies outstanding will immediately become due.
20. Cancellation of the contract by the Client with less than 48 hours notice will result in the cost of any equipment or materials being charged to the Client, as well as the cost associated with the redeployment of staff. This is typically charged at the hourly rate quoted in the fee proposal connected to the Contract.

Miscellaneous

21. Aspect Arboriculture Ltd will make every effort to meet an agreed programme for the work, but cannot accept any responsibility for delays or consequential costs in relation to both requests for information and response times from any parties.
22. Aspect Arboriculture Ltd will not be liable for any delays in performance caused by circumstances beyond its reasonable control (e.g. strikes, governmental or regulatory actions and natural disasters) and will be entitled to a time extension for such performance. If such a situation should last in excess of 2 months, then the contract may be terminated at the Client's request.
23. Aspect Arboriculture Ltd may subcontract its obligations to a competent third party.

Rates

Fees	Hourly fee rates	Disbursements	Rates
Director	£90.00	Mileage	£0.60 per mile
Senior Consultant	£70.00	Colour Copy - A3	£2.35 per sheet
Graphics Technician	£60.00	Colour Copy - A4	£1.55 per sheet
Tree Surveyor	£50.00	Black and White Copy - A3	£0.20 per sheet
Site Supervision	£50.00	Black and White Copy - A4	£0.12 per sheet
Research	£40.00	Fax	£1.00 per sheet
		Binding	£2.50 per document
		Other project costs, such as data searches, accommodation, subsistence, large-scale plan printing, consumables etc will be charged at cost	

Terms are on a basis of fees and disbursements invoiced monthly, with payment requested within 21 days of receipt of invoice.

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