

**Nicholas Jones Consultants Limited**  
Independent Professional Arboricultural Consultancy

**Tree Survey - Fee Proposal**

Various Locations

Cuckfield Parish

Cuckfield

West Sussex

For the attention of Cuckfield Parish Council

20<sup>th</sup> August 2019

Ref: NJCL 529

## Introduction

Nicholas Jones Consultants Limited recognises the importance of impartial professional advice on both tree and landscape issues and has over 19 years' experience in providing client focused advice.

Our ethos is to work with rather than for our clients and to provide an innovative, flexible and sustainable solution for their arboricultural requirements.

We have an established reputation for providing quality professional consultancy within the full range of arboricultural services specializing in tree condition assessments and the often complex interface between trees and people.

We can confirm that we have £2,000,000 Professional Indemnity and £10,000,000 Public Liability insurances in place.

## Survey proposal

The proposed survey will take the form of a non-invasive ground-based inspection using the Visual Tree Assessment methodology expounded by Mattheck and Breloer.

The survey will advise on the condition of all individual trees within the survey areas defined by e-mail on 19<sup>th</sup> August 2019.

Any woodland/grouped areas will also be assessed, and tree details recorded adopting a negative reporting basis. All trees will be subject to visual assessment, in particular those within falling distance of buildings, site boundaries, highways, rail links and public and internal footpaths however, only those trees with defects, and warranting remedial work will be tagged and recorded.

All trees identified will be affixed with a unique reference number and their locations plotted onto an Ordnance Survey map of the sites using a handheld GPS device.

The following details will be recorded for each individual tree identified:

- Tree/tag number
- Species (both common name and full botanical classification)
- Height
- Crown radius
- Stem diameter
- Maturity
- Potential to contain roosting bats (which can impact remedial works)
- General tree condition
- Condition of: Branches
  - Leaf/bud
  - Roots/rooting area
  - Stem
- Recommendations for remedial action (along with associated priorities)
- Surveyors name
- Comments
- Date of inspection
- Next inspection date

A sample survey schedule and map are provided below for reference:

General Tree Assessment (Detailed)												
<b>Tree ID: 258</b>	Common Oak <i>Quercus robur</i>		Tag: TPO:		Assessor: Nick Jones Date: 10-Jan-17							
Tree Comment: Survey Comment: Fair specimen												
<b>Details</b>	Height	Spread	Stems	Ø	Maturity	Bat	Con Area	Prev Insp	Next Due	QTRA Score	Condition	
	25 m	12 m	1	800 mm	Mature	No		N/A	10-Jan-19	N/A	Fair	
<b>Observations</b>	Root			Stem		Branch		Leaf/Bud				
	Soil compaction			No visual defect		Major dead wood		Normal				
<b>Work</b>	Category			Action		Priority		Done				
	Remove			Major dead wood		1 year		No				
<b>Tree ID: 259</b>	Sweet Chestnut <i>Castanea sativa</i>		Tag: TPO:		Assessor: Nick Jones Date: 10-Jan-17							
Tree Comment: Survey Comment: Fair specimen												
<b>Details</b>	Height	Spread	Stems	Ø	Maturity	Bat	Con Area	Prev Insp	Next Due	QTRA Score	Condition	
	20 m	12 m	2	500 mm	Mature	No		N/A	10-Jan-19	N/A	Fair	
<b>Observations</b>	Root			Stem		Branch		Leaf/Bud				
	Soil compaction			No visual defect		Damage / wounding Major dead wood		Normal				
<b>Work</b>	Category			Action		Priority		Done				
	Remove			Major dead wood		1 year		No				
<b>Tree ID: 260</b>	Monterey Cypress <i>Cupressus macrocarpa</i>		Tag: TPO:		Assessor: Nick Jones Date: 10-Jan-17							
Tree Comment: Survey Comment: Fair specimen												
<b>Details</b>	Height	Spread	Stems	Ø	Maturity	Bat	Con Area	Prev Insp	Next Due	QTRA Score	Condition	
	20 m	6 m	1	550 mm	Mature	No		N/A	10-Jan-19	N/A	Fair	
<b>Observations</b>	Root			Stem		Branch		Leaf/Bud				
	No visual defects			No visual defect		Damage / wounding Minor dead wood		Normal				
<b>Work</b>	Category			Action		Priority		Done				
	Remove			Minor dead wood		3 Years		No				



Nicholas Jones Consultants Limited  
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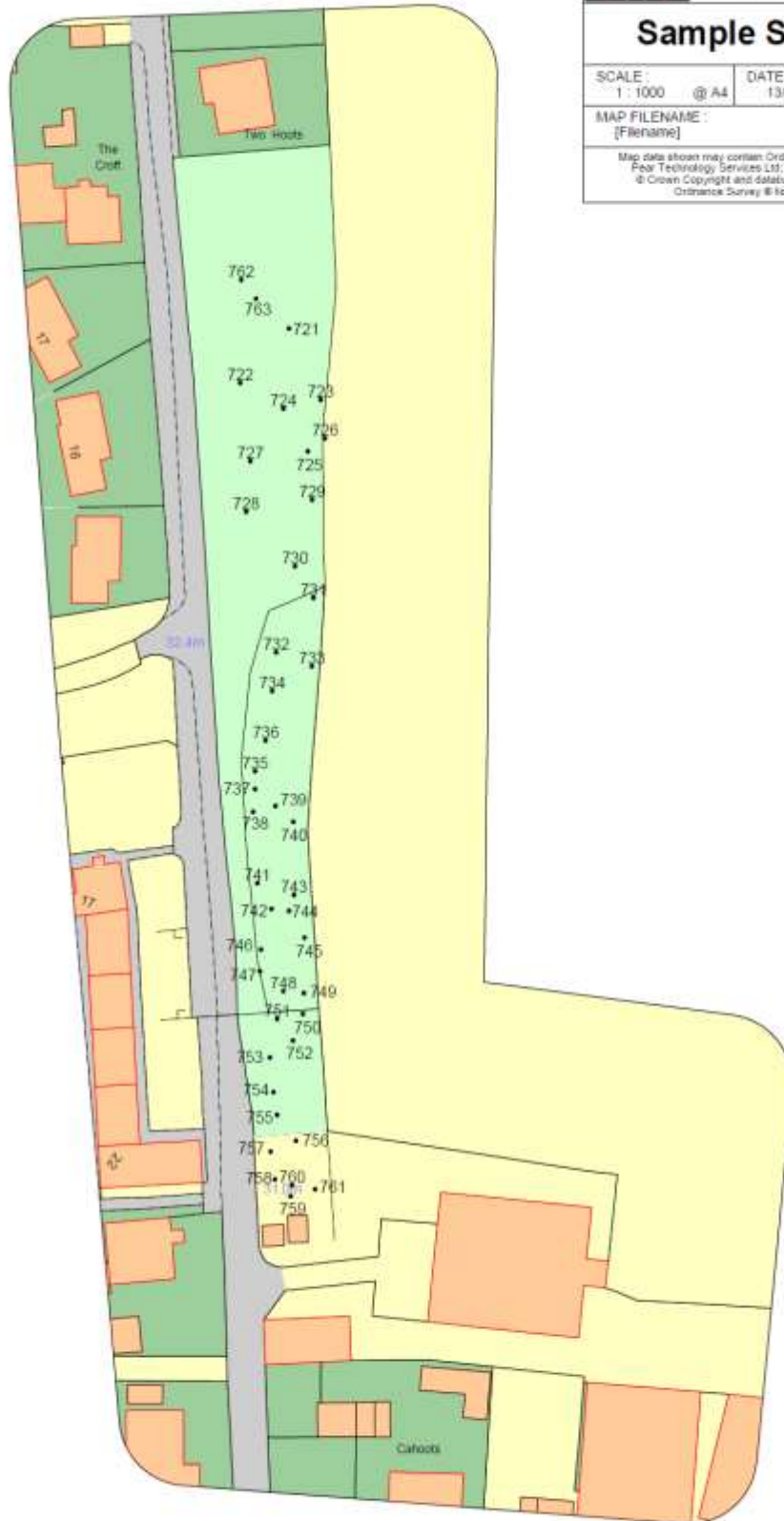
## Sample Survey Plan

SCALE: 1 : 1000 @ A4 DATE: 13/01/2017

MAP FILENAME:  
[Filename]



Map data shown may contain Ordnance Survey © products supplied by  
Peer Technology Services Ltd. Email: info@peertechology.co.uk  
© Crown Copyright and database rights from data shown above  
Ordnance Survey © licence number 100023148



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## Project Experience

The proposed survey will be undertaken exclusively by Nicholas Jones. Nicholas has 29 years' experience in the arboricultural industry with the past 19 years acting as a consultant.

Nicholas holds a BSc (Hons) in Arboriculture and an MSc in Arboriculture & Urban Forestry awarded by the University of Central Lancashire, along Professional Memberships of the Arboricultural Association, the International Society of Arboriculture and the Consulting Arborist Society. Moreover, Nicholas holds a LANTRA Professional Tree Inspection accreditation and is a Registered Advanced User of the Quantified Tree Risk Assessment system and the International Society of Arboriculture's TRAQ system (Tree Risk Assessment Qualification). Nicholas is committed to maintaining a robust record of Continued Professional Development (CPD) and has attended numerous courses on tree management, tree condition surveying, visual assessment and decay detection. A full CPD record along with certificates of competence and certificates of attendance are available on request.

Due to his extensive involvement in tree management on educational facilities Nicholas holds a DBS certificate.



## Quotation

<b>Telephone: 01273 858 826</b>		<b>Mobile: 07377 393 897</b>	
e-mail: <a href="mailto:info@nicholasjonesconsultants.co.uk">info@nicholasjonesconsultants.co.uk</a> Web: <a href="http://www.nicholasjonesconsultants.co.uk">www.nicholasjonesconsultants.co.uk</a>			
<b><u>The Studio, 1 Spring Gardens, Glynde, Nr Lewes, East Sussex, BN8 6SA</u></b>			
Registered in England & Wales No.9903065 - Registered Address One Bell Lane, Lewes, East Sussex, BN7 1JU VAT Registration: GB 235 8716 86			
<b>Project Details</b>			
<b>Project Title:</b>	Cuckfield Parish Council	<b>Job Ref:</b>	NJCL-529
<b>Proposal Author:</b>	NJ	<b>Date:</b>	20.08.2019
<b>Services</b>			
Attend the council owned/managed sites and undertake a survey of all individual trees located within the site boundaries. Number and plot all surveyed trees onto maps of the sites, preparing a detailed survey schedule of all component trees.			<b>£750.00</b>
Undertake a walkthrough survey of any woodland/group areas. Number and plot all trees identified as containing significant defects, and warranting remedial work, onto a map of the site, preparing a detailed survey schedule of all component trees.			
Prepare a written report detailing the survey methodology and survey key along with detailed maps of the site indicating the tree locations.			<b>Inclusive</b>
<b>Sub Total</b>			<b>£750.00</b>
<b>VAT @ 20%</b>			<b>£150.00</b>
<b>Total</b>			<b>£900.00</b>
<b>Conditions</b>			
All fees unless otherwise stated are exclusive of VAT @ 20%			
Additional work over and above that quoted for will be charged at £55.00 per hour.			
Acceptance of this fee proposal should be provided in the form of a written order including the client address and invoice details.			
The fee proposal allows for provision of one bound hard copy of a final report plus file copies in Word or PDF format. Additional hard copies will be charged at £50.00 +VAT per copy.			
This fee proposal is valid for one month from the date of issue.			

## JOB CONFIRMATION AND CLIENT DETAILS

**PLEASE RETURN A SIGNED COPY TO NICHOLAS JONES CONSULTANTS LIMITED  
BY E-MAIL OR POST**

(This must be received before Nicholas Jones Consultants Limited can undertake any work)  
**Please note digital signatures within this form or an accompanying e-mail are acceptable**

Project title: Cuckfield Parish Council

Job ref: NJCL 529

I/we accept your fee proposal for the work described above and agree to the terms and conditions attached.

Signed for client

Print name:

Date:

**Please ensure that all relevant details are completed below:**

**Client Address\*:**

The Queens Hall  
High Street  
Cuckfield  
West Sussex  
RH17 5EL

**Site Address\* (if different):**

Churchyard  
Cemetery  
Horsefield Green  
Observer Field  
Queens Hall  
Cuckfield Village Hall  
Courtmead Road Allotments  
Whitemans Green Allotments

**Principal Contact\*:** Caroline Hansen

**Tel No\*:** 01444 454 276

**Mobile No:**

**E-mail\*:** [caroline.hansen@cuckfield.gov.uk](mailto:caroline.hansen@cuckfield.gov.uk)

**Other Contacts:**

**Invoice Address\* (if different from above)**

**Any Special Instructions:**





## Terms and Conditions

### Definitions

In these Terms and Conditions, the following words shall have the following definitions:

“Client” means the person, firm or company for whom Nicholas Jones Consultants Limited is to provide the Services under the Contract

“Conditions” means the standard terms and conditions for the provision of the Services set out in this document and includes any special terms and conditions agreed in writing between the Client and Nicholas Jones Consultants Limited.

“Contract” means the contract for the purchase and the provision of the Services

“Contract Fee” means the fee set out in Nicholas Jones Consultants Limited written fee proposal

” Services” means the provision of arboricultural consultancy services by Nicholas Jones Consultants Limited to the Client.

### 1. Appointment

1.1 Nicholas Jones Consultants Limited shall provide and the Client shall purchase the Services in accordance with any written quotation by Nicholas Jones Consultants Limited which is accepted by the Client subject to these Conditions.

1.2 No variation to these Conditions shall be binding unless made in writing between authorised representatives of the Client and of Nicholas Jones Consultants Limited.

1.3 Both parties warrant their power to enter into the Contract and have obtained all necessary approvals to do so.

### 2. Statement of Professional Standards

Nicholas Jones Consultants Limited will conduct its business in accordance with sound business practice and will respect client confidentiality at all times. Nicholas Jones Consultants Limited will not circulate any information prepared on behalf of the client to any third party without the prior consent of the client with the exception of clauses 14.1, 14.2 & 19.

### 3. Payment

3.1 The Client agrees to pay Nicholas Jones Consultants Limited the Contract Fee and any other sums due in respect of the Services including but not limited to expenses in accordance with clause 4 of these Conditions.

3.2 In the absence of any other agreed payment terms, all invoices issued under the Contract shall be payable upon receipt of the invoice unless otherwise agreed in writing.

3.3 Nicholas Jones Consultants Limited shall be entitled to charge interest at the rate of 2% per month on all amounts that remain unpaid 30 days after the agreed payment date.

3.4 All documents supplied will be watermarked with the wording *Draft – Not for submission* until full payment is received whereupon a final version will be issued.

## **4. Expenses**

4.1 Expenses may be levied in addition to the Contract fee. This section provides clarification of Nicholas Jones Consultants Limited's standard policy on what expenses will be claimed and how.

4.2 Unless expenses are expressly provided for in Nicholas Jones Consultants Limited's written fee quotation, Nicholas Jones Consultants Limited is hereby authorised to incur, without prior notice to the Client, reasonable travel, accommodation and subsistence expenses in performing the Client's instructions. The Client agrees to re-imburse these in addition to the Contract Fee. Reasonable travel expenses will include second class rail travel, car mileage at 48 pence per mile and/or taxi fares at cost. Reasonable accommodation expenses will not exceed £100 per person per night. Subsistence and any other expenses will be agreed on a project by project basis.

4.3 Additional bound copies of client commissioned reports will be charged at £50 + VAT per copy.

4.4 Any additional charge for incidental expenses such as telephone, fax and presentation materials would normally be waived, except where such costs represent a significant proportion of the Contract value.

4.5 Nicholas Jones Consultants Limited employees are required to obtain receipts for expenses wherever practical. These are retained by Nicholas Jones Consultants Limited and are available for inspection by the Client upon request.

## **5. Performance**

All commitments whether verbal or written with respect to the timing and scope of a project given to the client by Nicholas Jones Consultants Limited are made in good faith but are made necessarily in advance of knowing the full scope of the difficulty that may pertain to performance on specific points. For this reason, whilst Nicholas Jones Consultants Limited agrees to use its reasonable endeavours to fulfill such commitments to clients on the timing and the scope of the Services, Nicholas Jones Consultants Limited cannot guarantee performance in either respect.

## **6. Changes to the Services**

The Client may alter, add to or deduct from the Services without invalidating these Conditions or the Contract. If any changes under this clause increases or decreases Nicholas Jones Consultants Limited's cost of or time required for the performance of the Services the Contract Fee shall be modified in writing accordingly.

## **7. Acceptance by Client**

The Services shall be deemed performed and accepted by the Client and liable for payment in full unless the Client gives Nicholas Jones Consultants Limited written notice within 7 days of the submission of Nicholas Jones Consultants Limited's written report to the Client. Nicholas Jones Consultants Limited reserves the right to withdraw documents, reports and products produced or supplied in performance of the Services at any time until payment by the Client is made in full.

## **8. Termination**

8.1 The Contract shall be regarded as a whole unless there are break points within it agreed in advance or it is divided into stages or where it is subject to periodic renewal. Where no such division is agreed in advance in writing, the Client shall be liable for the totality of the value of the Contract - including all expenses incurred to the date of cancellation - whether or not the Client wishes the work to be completed.

8.2 Where the Client cancels, the Client shall pay for all stages of the Contract that have been commenced. The Client also agrees to pay all expenses incurred, whether or not these relate to the stages cancelled or to any prior stages.

8.3 Specific terms apply to cancellation in the event of a conflict of interest (see Clause 14), client insolvency (see Clause 9) or force majeure (Clause 18).

8.4 In the event of cancellation, expenses incurred referred to in this clause shall be interpreted as including all monies spent on behalf of the Client plus all spending irrevocably committed to on the Client's behalf by Nicholas Jones Consultants Limited up to the date of cancellation plus any cancellation charges that may be levied by third party suppliers as a result of the contract cancellation.

## **9. Insolvency**

Nicholas Jones Consultants Limited reserve the right to discontinue immediately all work for the Client should the Client or another person petition for the Client's bankruptcy, the Client be declared insolvent, or be placed into administrative receivership or be generally unable to pay bills as they become due.

## **10. Limitation of liability**

10.1 Without prejudice to other more restrictive limitations elsewhere in the Contract, liability on the part of Nicholas Jones Consultants Limited is limited to the value of the Contract or the value of the loss whichever is the smaller.

10.2 Except in respect of death or personal injury caused by Nicholas Jones Consultants Limited's negligence, Nicholas Jones Consultants Limited shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Nicholas Jones Consultants Limited, its employees, or otherwise) which arise out of or in connection with the supply of the Services.

## **11. Insurance**

Nicholas Jones Consultants Limited shall place and maintain public liability and professional indemnity insurance cover in respect of the Services to the Client to the value of £2,000,000 for professional indemnity and £10,000,000 for public liability. Nicholas Jones Consultants Limited shall provide to the Client within 30 days if requested copies of public liability and professional indemnity insurance policies and/or certificates as evidence of payment of insurance premiums.

## **12. Health and Safety**

The Client shall ensure that Nicholas Jones Consultants Limited and its employees are informed of all relevant health and safety, risk assessment and protective personal equipment requirements before accessing any site in order to perform the Services. Nicholas Jones Consultants Limited shall ensure that its employees comply with the Nicholas Jones Consultants Limited company Health and Safety policy.

## **13. Access**

The Client shall ensure that Nicholas Jones Consultants Limited and, its employees are provided with access to any site as required in order to perform the Services. Failure by the Client (or any other party instructed by the Client) to provide Nicholas Jones Consultants Limited with such access may result in delays in the performance of the Contract and Nicholas Jones Consultants Limited reserves the right to charge for any time incurred while waiting to obtain such site access or for travel expenses and time incurred resulting from a return to site to gain access.

## **14. Confidentiality**

14.1 Nicholas Jones Consultants Limited agrees to hold all information provided by the Client confidential where the Client so specifies, save where such information is known to Nicholas Jones Consultants Limited already, or exists already in the public domain, until, either the information enters the public domain, or Nicholas Jones Consultants Limited is given the same information by a third party, or is released from its confidentiality requirement by the client, or the Client is in breach of contract with Nicholas Jones Consultants Limited (including non-payment of account) or three years have elapsed - whichever is the sooner.

14.2 The Client agrees to hold confidential all information about Nicholas Jones Consultants Limited's proposal(s), fee structures, fees and personnel.

## **15. Copyright**

15.1 Notwithstanding any payments received from the client, all rights of ownership to all materials prepared by Nicholas Jones Consultants Limited, whether written or not, shall remain the property of Nicholas Jones Consultants Limited- copyright and distribution rights are reserved by Nicholas Jones Consultants Limited at its sole discretion, except where these rights are explicitly stated in writing to have been waived or where the contract between Nicholas Jones Consultants Limited and the client explicitly so provides or where the material is so endorsed by Nicholas Jones Consultants Limited.

15.2 Without prejudice to its position under clause 15.1 Nicholas Jones Consultants Limited grants the right to the Client to copy freely any material provided by Nicholas Jones Consultants Limited as part of work wholly commissioned by the Client provided that distribution of these copies is exclusively within the Client's organisation.

15.3 This clause shall apply to all reports, including the final client report and all presentation materials. It shall also apply to any audio or videotaping of any presentations made by Nicholas Jones Consultants Limited for the Client.

## **16. Subcontracting**

Nicholas Jones Consultants Limited may subcontract any part of the Services without the consent of the Client. Any subcontractor shall be appointed from Nicholas Jones Consultants Limited's preferred list of sub-consultants and shall be required by Nicholas Jones Consultants Limited to carry out the Services under Nicholas Jones Consultants Limited's standard terms for subcontractors

## **17. Force Majeure**

17.1 Nicholas Jones Consultants Limited will not be responsible for any delay or failure to complete the Contract which is beyond Nicholas Jones Consultants Limited's reasonable control.

17.2 Where the delay caused by third party events outside either party's control or influence causes such delay that the purpose of the Contract is wholly or significantly destroyed, either party shall be entitled in these circumstances to cancel the remaining portion of the Contract. In such circumstances the Client will not make any further payments of fees but there will be no refund of payments already made (including any payments for that part of the Contract that remains unfulfilled) and Nicholas Jones Consultants Limited will be entitled to recover any costs already incurred.

## **18. Severability**

If any clause of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other clauses of these Conditions and the remainder of the clause in question shall not be affected.

## **19. Publicity**

Nicholas Jones Consultants Limited shall have the right, without further reference to the client, to publicise the fact that the Client is, or was, a client and to utilise the Client's name in publicity materials in this respect. Nicholas Jones Consultants Limited may also describe in general terms the type of work conducted for the Client.

## **20. Dispute Resolution**

20.1 All unresolved disputes between the parties shall be referred to arbitration before a single arbitrator to be appointed by agreement between both parties.

20.2 Both parties agree that all disputes arising with respect to this Contract will be arbitrated upon within the English legal system.

## **21. Waiver**

The failure or delay by either party to enforce any one or more of the terms in these Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all or any of these Conditions.

## **22. Contract (Rights of Third Parties) Act 1999**

A person who is not a party to these Conditions shall have no rights under the Contract (Rights of Third Parties) Act 1999 to rely upon or enforce any term of these Conditions provided that this does not affect any right or remedy of the third party which exists or is available apart from that Act.

## **23. Jurisdiction**

These Conditions and the Contract shall be governed by and construed in accordance with English law and the jurisdiction of the English courts.

## **24. Entire Agreement**

24.1 Each party acknowledges that these Conditions form part of the Contract between the parties, except where explicitly excluded or modified by agreement in writing between authorised representatives of the Client and of Nicholas Jones Consultants Limited.

24.2 These Conditions, together with Nicholas Jones Consultants Limited's written fee proposal and any other agreement in writing about the price of the Services or performance of the Contract, supersede any prior written or oral agreement between the parties.

## **25. Acceptance of these Conditions**

I/we acknowledge receipt of a copy of these Conditions on behalf of the Client and agree that that provision of Services to me/us shall at all times hereafter be subject to these Conditions, as varied in writing from time to time.

Nicholas Jones Consultants Limited  
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