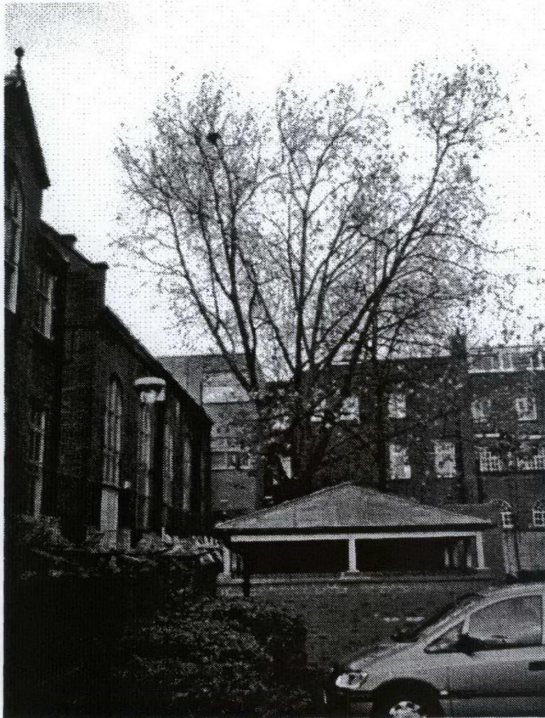


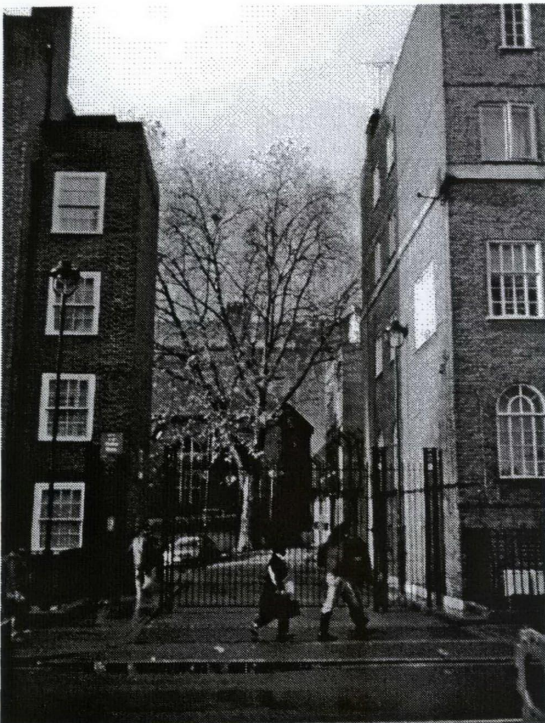
Appendix 4: Photosheet



1. View from within the residential courtyard to the south.



2. View from within the residential courtyard to the south east.



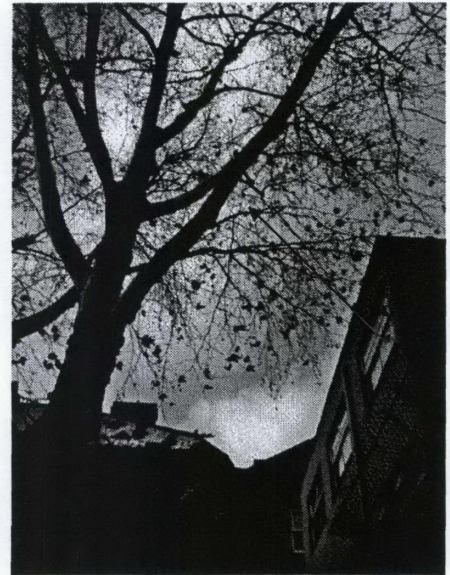
3. View from the public highway to the east of the tree.



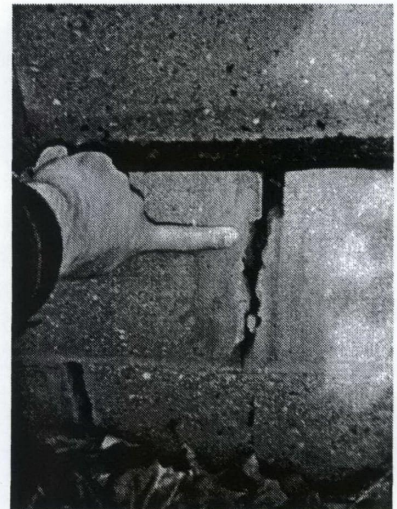
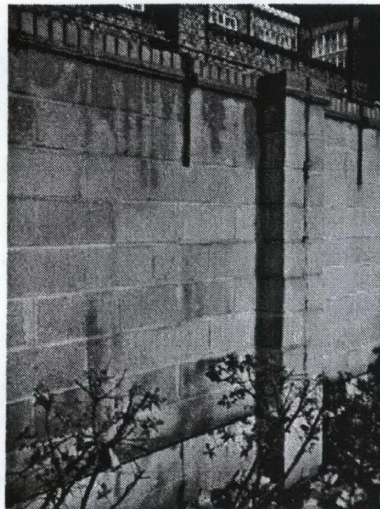
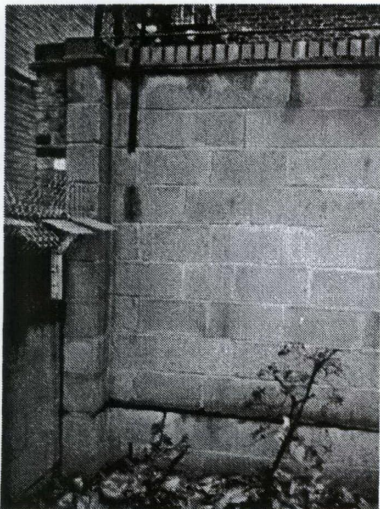
4. View from the within the courtyard entrance to the east of the tree showing the boundary wall to the right (north) of the tree 3m distant.



5. View of the northern part of the canopy over 42a Phoenix Road showing the cyclic tip reduction of the secondary branches.



6. View from beneath the canopy. Red arrow marks the 1st secondary branch on the primary branch.



7, 8 & 9. Series of bark cracks at the western end of the wall. Largest crack is below, what appears to be, the damp proof course and is at the far end of the 1st bay between the pillars. Cracks are narrow at the top and widen the closer to the base they get.



Conditions of Engagement

November 2007

1. Any report is provided for the sole use of the named client and is confidential to the client and his professional advisors. The consultant accepts responsibility to the client alone for the stated purposes of the report, which will be prepared, with the skill, care and diligence reasonably expected of a competent Arboricultural Consultant, but no responsibility whatsoever is accepted to any person other than the client himself. Any other such person relies upon the report entirely at his own risk. Neither the whole nor any part of the report or any reference thereto may be included in any published document, circular or statement nor may it be published in any way without the Consultant's prior written approval of the form and context in which it may appear.
2. The client shall pay the consultant his fee for the report regardless of any outcome. In addition, the client will reimburse the Consultant the cost of all reasonable out of pocket expenses which he may incur. Payment in full of the total amount due must be paid within 7 days and the Consultant shall be entitled to charge interest both before and after any judgement of the amount unpaid, at the rate of 10% per month from time to time, until payment in full is made (a part of the month shall be treated as a full month for the purpose of charging interest). No discount nor retention or set off against the same due is allowed unless previously agreed by the Consultant in writing. The report is valid from the date of the report for one year following the receipt of payment in full for the services provided.
3. In making the report, the following assumptions will be made by the Consultant (and these are therefore matters for which no responsibility can be accepted by the Consultant):
 - (i) that the land, which is the subject of the inspection or survey, is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings and that good title can be shown
 - (ii) that the land and its value are unaffected by any matters which might be revealed by a local land search or replies to conveyance enquiries or by any statutory notice and that neither the land nor its condition nor its uses nor its intended uses is, or will be unlawful or contrary to planning or building regulations
 - (iii) that inspection of those parts of the land or soil strata or any tree which have not been inspected would neither reveal material defects nor cause the Consultant to alter his opinion materially
 - (iv) that there are not underground pipes, wires, cables or others services or installations which might be damaged as a result of work recommended or necessary
 - (v) that no tree is the subject of or protected by a Tree Preservation Order or the terms of a planning consent, in relation to which the Client must make his own enquiries of the Local Planning Authority responsible.
4. The Consultant will provide his opinion on those matters in respect of which he has given the Client express written confirmation and subject to the limitations and conditions then stated.
5. It is possible that the report will suggest further investigation works to be carried out by a specialist firm or person e.g. Structural Engineer, Surveyor, drain or electrical engineer. On no account will liability be accepted by the consultant in respect of matters on which the client is recommended to obtain such other specialist advice or if the client proceeds or acts without obtaining and acting upon the relevant further advice.
6. The report will not purport to express an opinion about or to advise upon the condition of un-inspected parts of the land or trees and should not be taken as making any implied representation or statements about such parts.
7. The consultant will carry out such work with the skill, care and diligence that can reasonably be expected of a competent arboricultural consultant, always bearing in mind the limitations of the inspection.
8. Preliminary surveys are visual inspections that do not include any information on engineering, no root or soil samples are taken for analysis and trees are not climbed.
9. The consultant will inspect as much of the land and trees as is practicable given the scope of his instructions and the level of fee agreed. He will be under no obligation to inspect those areas that are unexposed or not readily accessible.
10. Except where the contrary is stated, parts of the land or of the trees which are covered, unexposed without excavation or inaccessible without climbing, will not be inspected.
11. Without specific written instructions, the consultant will not report on the condition of other parts of the land or trees.
12. The report shall provide information as to the overall condition of the land and trees and is not intended to be an inventory of every single defect that might insignificantly affect the clients' proposal.
13. Any verbal information given by the consultant prior to the clients' receipt of the written report shall not be construed as a representation or warranty and should not be relied or acted upon.
14.
 - (i) Subject as expressly provided in these conditions, and except where the client is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by the statute or common law are excluded to the fullest extent permitted by law.
 - (ii) Any claim by which the client is based on any defect in the nature or quality of the consultant's services shall be notified to the consultant within 7 days from the date of supply.
 - (iii) Except in respect of death or personal injury caused by the consultant's negligence, the consultant shall not be liable to the client by reason of any representation, or implied warranty, condition or other term, or any duty at common law, or under the express terms of any contract, for any consequential loss or damage (and whether caused by the negligence of the consultant, his employees or agents or otherwise) which arise out of or in connection with the consultant's services, except as expressly provided in these conditions.
 - (iv) The consultant shall not be liable to the client or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the consultant's obligations in relation to the services he renders if the delay or failure was due to any cause beyond the consultant's control.
15. Each provision of these conditions limiting or excluding liability operates separately in itself and survives independently of the others.
16. Any dispute arising out of or in connection with the contract between the client and the consultant shall be referred to the arbitration or a single arbitrator appointed by agreement between the parties or, in default of agreement, nominated on the application of either party to the Arboricultural Association.
17. The consultant reserves the right to refuse work(s) if a conflict of interest is identified or arises.
18. Quotations are valid for 28 days from the date of the quotation.
19. The contract between the client and the consultant shall be governed by the laws of England.

STUDENT MANAGEMENT PLAN

1. Equal Opportunities

Managers will ensure that:

1.0 Managers will ensure that all accommodation allocation procedures comply with any existent equal opportunities policies that apply to their organisation. Where these do not exist, owners will ensure that no person or group of persons applying for accommodation will be treated less favourably than any other person or group of persons because of their race, colour, ethnic or national origin, gender, disability, appearance, age, marital status, sexual orientation or social status.

1.01 As part of its commitment to assist those with disabilities, it is agreed that charges for rooms adapted for use by students with disabilities do not exceed the normal room rate for that development.

2. Marketing prior to letting property to tenants

Managers will ensure that:

2.00 All property details are reported accurately without misrepresentation to prospective tenants. This will include details provided in prospectuses, brochures and websites. Where a development is being promoted in a university prospectus then the details will make clear the operator of the scheme is not the university and will state clearly the management organisation charged with both tenant and building responsibilities.

2.01 All prospective tenants are informed about any contractual terms under which the property is offered, including those relating to any fees payable in addition to rent, such as booking fees, utility charges, deposits, insurance, web or telephone costs.

2.02 Where a booking fee is charged that fee is a standard published fee for all tenants and information will be provided on: the cost of the fee, the nature of the reservation being made, arrangements for cancelling the booking and returning the fee, the point at which the fee would not be returned if a tenancy was not entered into, the manner in which the booking fee will be returned to the tenant when a tenancy is entered into.

In all cases a receipt will be given to a tenant for the booking fee and the conditions of levying and returning, or not returning, that fee will be stated on that receipt.

2.03 No other monies for deposits or rent are demanded prior to the signing and exchange of any letting agreement.

2.04 All tenants are provided with a written copy of the letting agreement at the time they sign that agreement or at the time that they pay any booking fee or deposit.

2.05 Any contracts used do not include terms that are in breach of the Unfair Terms in Contracts Regulations 1999.

2.06 Where a building is new, or undergoing refurbishment and the building programme is running late and where this may result in pre-let rooms not being ready for occupancy, the manager informs the future tenant at the earliest possibility of this likelihood and its consequences for them.

2.07 In the event that a room is not ready for occupation on the date that the tenancy begins then a suitable alternative room is provided, by the same supplier, in an adjacent building or, in any event, in a building within half a mile of the original development.

The replacement facility must provide an equivalent level of services and amenities previously contracted for. If an alternative bed is not available on the terms above then a hotel room will be secured and any amount paid for rent during the period of temporary occupancy will be refunded to the tenant by the supplier with whom the customer signed the tenancy.

Rent Liability

Managers will ensure that:

2.08 Prospective tenants are issued with a clear statement of the rent due to be paid, including the dates, amounts and methods of payments due to be made during the contract.

2.09 Prospective tenants are issued with written receipts for all monies received, whether in payment for rent, deposit, utility or service charges. Where any transactions are undertaken in cash a written receipt will always be provided by the manager.

Contact Details for Staff

Managers will ensure that:

2.10 The owner of the building, their registered office and the name, address and any email address of those responsible for the management function of the building, together with a standard notice affirming membership of this Code (supplied at the time of signing) will be clearly displayed on a fixed notice board located either in the entrance lobby or a common facility in the development. If there is no main lobby then this will be affixed to the wall at the bottom of the main stairwell to the building.

2.11 The name and contact details of all staff involved in the management of the development will be provided to tenants at the commencement of their tenancy, including the times that they will be available and specifying their duties.

State of Repair

Managers will ensure that:

2.12 All tenants are provided with an up-to-date inventory of their room/flat that indicates the state of repair of fixtures and fittings at the time their tenancy commenced.

3. During the Tenancy

Ensuring Possession

Managers will ensure that:

3.00 Statutory notices requiring possession are served on existing tenants in order to mitigate any delay or hardship that may be caused to the manager or incoming tenants.

Access

Managers will ensure that:

3.01 Where access is required for routine inspections, each affected tenant receives notification of the date, time and purpose of the visit not less than 24 hours in advance, except in circumstances where issuance of such notice is impractical; and that tenant privacy and entitlement to quiet enjoyment is respected.

3.02 Where a building is under snagging and defects procedures being undertaken by the builder and work needs to be carried out on a regular basis tenants are informed of this and the timescale for the programme of works, in advance of those works. Where practical, the contractors and their subcontractors will be escorted by a representative of the owner to ensure that access is properly ordered and that work being undertaken is not unduly disruptive of occupants. Contractors should not enter without the permission of the tenants.

3.03 Business is pursued in a professional, courteous and diligent manner at all times.

Fines

Managers will ensure that:

3.04 Tenants are not subject to an internal fining system within their tenancy arrangements. Costs of any damage caused by tenants will be deducted from any deposit held or by other means sanctioned by law.

Repairs and Maintenance

Managers will ensure that:

3.05 Tenants are provided with information about how to report any repair/maintenance issues and to whom these should be addressed.

3.06 The development is maintained in a way that complies with all statutory and local authority regulations relating to HMOs and/or purpose built developments. Codes of Practice for Student Accommodation: Approved Codes under Section 233 of the Housing Act 2004

3.07 Any repair or defect works that are required meet with the following performance standards:

- **Priority One – Emergency Repairs**—are completed within 24 hours of a report of a defect. These would be any repairs required to avoid a danger to health, a risk to the safety of residents or serious damage to buildings or residents belongings;
- **Priority Two – Urgent Repairs**—are completed within five working days of report of the defect. These would be any repairs which materially affect the comfort or convenience of the residents;
- **Priority Three – Non-Urgent Repairs**—are completed within 28 days of a report of a defect. These would be any repairs not falling within the above categories.

3.08 Maintenance and servicing programmes, such as gas appliance servicing, window and guttering cleaning, exterior and interior painting, are carried out in a planned and cyclical manner and with due regard to the convenience of tenants.

3.09 In a building with more than three floors, notice of external window cleaning and painting is given not less than 24 hours before those activities commence.

3.10 Where a dispute arises between the manager and tenant/s as to when a repair has been reported then the date on which the repair was reported to the manager in writing will be the accepted date.

3.11 Contractors will remove all redundant materials and debris from site on completion of works in a reasonable time and will behave in a professional and courteous manner at all times.

Cleaning and Maintenance of Communal Areas

Managers will ensure that:

3.12 Full details of the times for cleaning and maintaining communal areas will be provided to tenants in writing or displayed on appropriate notice boards within the development.

Furniture and Storage Space

Managers will ensure that:

3.13 All study bedrooms contain a bed, adequate clothes storage space, a desk, chair, and curtains which are hung properly.

3.14 All furnishings and furniture are clean and in reasonable condition at the commencement of the tenancy and comply with the relevant fire safety legislative requirements relating to furniture and furnishings – Furniture and Furnishings (Fire)

(Safety) Regulations 1988.

Kitchen Facilities

Managers will ensure that:

3.15 All kitchen facilities are designed and installed having regard to safety.

3.16 Food storage and preparation facilities comply with levels of provision laid down by the Local Authority Environmental Health Department for developments of this type.

3.17 Kitchens contain an adequate number of appropriately positioned plug sockets.

3.18 Kitchens are sited on the same level as the sleeping accommodation or have an adjacent dining or communal space where eating at a table can take place.

Toilet and Personal Washing Facilities

Managers will ensure that:

3.19 An adequate number of suitably located WCs, baths and/or showers are provided with a constant supply of hot and cold running water.

3.20 All WCs situated in tenants' rooms are properly compartmentalised, with adequate provision of natural or mechanical ventilation.

3.21 When a room is described as en suite this means that it has a bath/shower, wash basin and toilet which form a self contained amenity for the exclusive use of the tenant occupying that room and that this amenity is accessible without recourse to any corridor or passageway used by other occupants.

Laundry Facilities

Managers will ensure that:

3.22 Facilities are provided for the washing and drying of clothes

Mail deliveries

Managers will ensure that:

3.24 Tenants are informed of procedures for the distribution of incoming mail and where it can be collected from. Tenants must be able to access their mailbox from a secure area, preferably accessible from within the building.

3.25 Where mail is not delivered through a letterbox into the room or flat of occupancy, then mail is delivered in conveniently located, lockable, secure, mailboxes.

3.26 Where the manager of the building is responsible for the distribution of mail, this is delivered on all normal Monday to Friday working days, not more than 24 hours from the time of the mail being delivered at the building. Mail received over public holidays and weekends shall be delivered not later than 24 hours after a normal working day occurs. The manager is not required to take delivery of parcels and larger items of mail, but in these circumstances notification that such items can be collected from a central depository must be given within the timescale above. Where a manager accepts parcels then notification of these items must be given to tenants within the timescale above.

3.27 Tenants are informed of any mail forwarding arrangements not less than 14 days before the end of any tenancy. It is not necessary for managers to agree to forward mail but this must be made clear to tenants, in advance. Where no forwarding service is offered, undelivered mail must be returned to the sender with the notification "gone away" on each item.

4. Health and Safety

Housing Health and Safety Rating System

Managers will ensure that:

4.00 In consultation with the Local Authority, buildings are maintained in compliance with the requirements of Part I of the Housing Act

Gas Appliances and Supply

Managers will ensure that:

4.01 All means of use and supply of mains gas and alterations and repairs to gas installations must comply with the current Gas Safety (Installation and Use) Regulations.

4.02 All gas appliances are serviced annually by a Council of Registered Gas Installers (CORGI) engineer and verification of this servicing within the development/flat is provided to each tenant.

4.03 Clear written instructions for the safe use of all central heating and hot water systems are provided to the tenants.

Electrical Installations and Appliances

Managers will ensure that:

4.04 They possess a current Periodic Inspection Report (based on Appendix 6 of BS 7671) showing that all electrical installations are in satisfactory condition. The inspection must be carried out by a competent electrical engineer (preferably National Inspection Council for Electrical Installation Contracting or Electrical Contractors Association) to show that the installation is safe and satisfactory and had been tested within the last 5 years.

4.05 All repairs and improvements to electrical installations comply with the current edition of the Institute of Electrical Engineers Wiring Regulations and meet with BS 7671.

4.06 Reasonable steps are taken to ensure that all electrical appliances provided by them are functioning effectively, in accordance with manufacturers' operational instructions and in a safe manner. Portable Appliance Testing (PAT) would be one satisfactory method of ensuring this, another would be to install circuit breakers. Appliances must be regularly visually inspected for wear and tear by the managers and any defects remedied. Tenants are provided with information about how, and to whom, any defects should be reported.

4.07 Instructions for the safe use of all electrical appliances are provided to the tenants and isolator switches properly labelled.

4.08 When a room is described as having central heating, this comprises of a heater that can be controlled either within the room or flat, and adjustable by a timer that allows control over a minimum 24 hour period. An electric panel heater with an on/off or booster switch that allows a preset period of use may be regarded as electric heating.

Energy Efficiency

Managers will ensure that:

4.09 The development is provided with a reasonable level of energy efficiency installations.

4.10 Tenants are given, on request, advice on how best to heat the accommodation and use hot water in an energy efficient way when using the facilities provided.

Fire Safety

Managers will ensure that:

4.11 All developments are provided with properly maintained fire safety installations, and instructions on their use, necessary to enable the tenants to safely evacuate the building in event of a fire where this is required. These will be provided with fire safety measures in accordance with current legislation and may include by way of example:

- a fire escape route with a minimum of 30 minutes fire resistance;
- an automatic fire alarm system;
- an emergency lighting system sited to protect the route of escape.

The design and detail of the measures are determined in accordance with a fire safety risk assessment and in consideration of the local authority's HMO standards.

4.12 Fire alarm and detection systems are maintained in proper working order, systems are tested regularly, and an annual inspection and test of the entire system is carried out by a suitably qualified engineer.

4.13 A log book or certificate is kept containing information on when the testing and inspection of the fire alarm system was carried out and by whom.

4.14 Documentation is available to certify that the fire alarm and emergency lighting systems have received annual checks and are in proper working condition.

4.15 Tenants are provided with clear written guidelines on the fire safety procedures, including details of the safety measures installed, why they are there, how they operate and what to do in the event of a fire.

4.16 Notices containing this information is displayed in all rooms and communal areas.