



Landscape & Habitat Management Plan

SITE LOCATION:

Main Street
Norton Juxta
Twycross

PREPARED FOR:



ISSUE DATE:

06.05.22

PRINCIPAL AUTHOR:

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BLA (Hons).

OUR REFERENCE:

1970_044_LHMP



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CONDITIONS FOR TENDER

GENERALLY

SCOPE: these conditions are supplementary to those in the invitation to tender and on the Form of Tender.

TENDERING PROCEDURE is to be in accordance with the principles of the Code of Procedure for Single Stage Selective Tendering January 1996.

PRICING OF SCHEDULES

ALTERATIONS AND QUALIFICATIONS to Schedules of Quantities must not be made without the written consent of the Client. Tenders containing such alterations or qualifications may be rejected.

QUALITY AND QUANTITY OF WORK: tenders must include for all work described or apparent or that can be reasonably inferred as being necessary for the complete and proper execution of the Works.

SCHEDULES OF QUANTITIES: Tenders are to be submitted with a fully priced and extended copy of the Schedules of Quantities, with all entries made in ink and may not be defaced or altered unless agreed with the Landscape Architect.

UNPRICED ITEMS: costs relating to items in the Schedules of Quantities which are not priced will be deemed to have been included.

ERRORS in the priced Schedules of Quantities will be dealt with in accordance with Alternative 1, contained in Section 6.3 of the Code of Procedure for Single Stage Selective Tendering January 1996, published by the National Joint Consultative Committee for Building in collaboration with The Scottish Joint Consultative Committee and the Joint Consultative Committee for Building, Northern Ireland.

All priceable tender documents shall be priced in pounds and decimal parts of a pound. Where it is extended to tendering, rates of large quantities may be essential to three places of decimals by rounding. If three places of decimals are used, the third place shall be rounded to the nearest 0.005 wherever possible.
Extensions into the money column shall be restricted to two places of decimals.

These clauses provide information which may have cost significance in relation to the pricing of subsequent preliminary and measured items. It has been assumed that the general information clauses are not priceable as such; should the Contractor feel that any of these clauses attract rates and prices, he must make allowance elsewhere in their tender.

TERMS

This Agreement will run for a full 3 years. The Agreement will be reviewed in the 3rd Anniversary and may be extended for a maximum period of 24 months after the initial agreement has run out.

DEFINITIONS

In this document the terms defined below shall have the following meanings:

"Agent" shall mean the same as "Client" unless a specific Agent is appointed by the Client to represent them.

"Client" shall mean Cartwright Homes or any other Agent appointed by the Agent and notified to the Contractor in writing from time to time.

"Contract" the whole of the agreement between The Agent and The Contractor comprising this document, drawings and includes The Agreement, Terms & Conditions, and Pricing Schedule.

"Contract Period" means the period during which The Contractor will perform the Services.

"Contract Price" means the annual Contract sum payable to The Contractor by The Agent on behalf of The Agents for the successful delivery of the Services.

"Contractor" the person or company named in the Agreement whose Tender for the execution of the works has been accepted by the Agent.

"Emergency Attendance" means attendance by The Contractor in accordance with the provisions within this document.

"Employer" The person or Company named as such in The Agreement (who may be the same as the Agents' Agent or the Tenant of the Property)

"Force Majeure" means any act of God, any national strike or labour dispute affecting the Services, circumstances of war, hostilities (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy (including terrorism); rebellion, revolution, riot or insurrection which causes physical damage and long term disruption, nuclear explosion, radioactive chemical contamination or ionising radiation unless the source or cause of contamination or radiation is brought to or near the Property by or on behalf of The Contractor or any other person for whom The Contractor is responsible.

"Landscape Architect" means a Landscape Architect of ah Landscape Associates (hereafter referred to as ahLA).

"Month" means a calendar month.

"Person" includes anybody or persons corporate or unincorporated

"Property" means the property or site at which the Services are to be performed, as described in Schedule

"Services" provision of services as required in relation to the Property managed by the Agent as more particularly set out in the chapters below.

"Sub-Contractor" any person to whom any part of the Contract has been sub-Contracted by The Contractor with the prior consent in writing of The Company and in keeping within the CIS regulations.

SERVICE EXPECTATIONS

The Contract shall have effect from the date specified on The Agreement or from the date when The Contractor first began to provide the Services in relation to the Property, whichever is the earlier. The Contractor shall perform the Services fully and faithfully in accordance with this Agreement, and otherwise in accordance with the reasonable instructions of The Agent from time to time. Subject always to the clause below all communications to The Agent hereunder shall be to the Agent at its address detailed in The Agreement.

In the performance of the Services the Contractor shall comply with the standards of relevant established current practice and subject thereto shall exercise that degree of skill and care as may reasonably be expected of a Contractor experienced in carrying out services of like quality, scope and complexity to the Services in relation to properties similar to the Property named in the Agreement.

CONFIDENTIALITY

The Contractor acknowledges that any information, documentation or other materials which are provided to The Contractor for the performance of the Services is provided to it in strict confidence, and shall only be used solely for the purpose of performing the Services and shall not be disclosed to any other party save as may be strictly necessary for the proper performance of the Services, and subject to the prior written consent of The Agent as the case may be (which shall not be unreasonably withheld or delayed). Insofar as disclosures are required to personnel or professional advisors of The Contractor, The Contractor shall draw all these provisions to their attention for the purpose of ensuring their compliance with the terms of this clause.

HEALTH, SAFETY & ENVIRONMENT

It is of paramount importance that The Contractor shall at all times comply and shall ensure that its employees and those of its Sub-Contractor comply with all applicable health and safety laws, regulations and procedures howsoever arising and subject thereto in the performance of the Services. The Contractor shall ensure compliance with the Health, Safety & Environment Terms and Conditions set out below. As a condition of this agreement The Contractor shall also hold accreditation of the National Britannia Safe Contractor scheme for the duration of the Contract. The Contractor shall further hold Achilles certification if employed by British Waterways or any other Client requiring this accreditation.

Hygiene and welfare facilities are to be sourced by the Contractor and the provision of them is to be approved by the Landscape Architect.

RESPONSIBILITIES AND INDEMNIFICATION

The Contractor shall notify The Agent as soon as reasonably practicable of any event or circumstance of which it becomes aware in the performance of the Services that has caused or is likely to cause loss or damage to The Agent or to the Property.

Without prejudice to the below the Contractor agrees to indemnify and keep indemnified The Agent on demand against all actions, claims, costs, liabilities and losses which may be incurred by or made against it or which it may otherwise suffer or incur as a direct consequence of, or which arise directly from any breach by The Contractor of the terms of this Contract. The Contractor further agrees to indemnify The Agent against any loss of whatever nature, which may be brought by The Contractor's personnel as a result of the Contractor's act or omission in the provision of the Services under this Contract or the termination of it.

The Contractor shall be liable for **all** damage to or loss of property and injury or death of any third party, including, without limitation, its or its Sub-Contractor's personnel or the personnel of The Agent arising out of or in consequence of providing the Services or the acts or omissions of the Contractor's or its Sub-Contractor's personnel and shall indemnify and keep indemnified The Agent and all its Landscape Architects, employees, Agents, Contractors and invitees against all claims, proceedings, damages, costs and expenses in respect of any such damage, loss, injury or death.

The Contractor shall not be responsible for any damage, loss or injury to or death of any person, damage to property or any other losses whatsoever to the extent caused by the negligence or any act or omission of The Agent or its affiliates and any of their respective employees, Agents, Contractors or invitees.

INSURANCE

The Contractor shall effect and keep in force for as long as the Contract remains in force policies of insurance providing cover with a reputable insurer against:

Any loss or damage to the Property or materials for incorporation in the Property occasioned by The Contractor or any Sub-Contractor or in the course of providing the Services such indemnity being not less than that described below;

Third party risks in respect of any liabilities at common law or under any statute in force for the time being in respect of accidents or injuries to persons and/or property arising out of the provision of the services or of the employment of any personnel whether or not such personnel be employees of The Contractor.

The Contractor shall effect and keep in place for as long as the Contract remains in force a policy of Agent's Liability insurance with a reputable insurer to a minimum value of £10 million (each and every claim).

The Contractor shall effect and keep in place for as long as the Contract remains in force a policy of Public Liability insurance with a reputable insurer a minimum value of £10 million (each and every claim or series of claims arising out of the same originating cause or event).

The Contractor shall effect and keep in place for as long as the Contract remains in force a policy of Professional Indemnity insurance with a reputable insurer to a minimum value of £5 Million (for each and every claim or series of claims arising out of the same originating cause or event).

The Contractor shall whenever reasonably requested by the Agent, produce satisfactory documentary evidence that such insurance is being maintained and is in force.

Neither the existence of such policy or policies or any terms contained therein shall affect The Contractor's obligations to The Agent under the Contract in respect of its responsibility for loss, damage or injury.

PAYMENT TERMS AND CONDITIONS

For the full and proper performance of the Services by The Contractor, The Agent shall pay the Contract Price to The Contractor in accordance with clauses below of this Agreement.

INVOICING & CORRESPONDENCE

Each invoice shall be clearly addressed to The Agent, unless otherwise stated. Invoices shall in each case be in the form of a valid VAT Invoice quoting the Property, the Contract and any Order number relating to the services involved.

Payment of the Contract sum will be in 6 equal instalments totalling the agreed annual Contract value covering the following periods: -

- 1st July – 31st August
- 1st September – 30th October
- 1st November – 31st December
- 1st January – 28/29th February
- 1st March – 30th April
- 1st May – 30th June

Payment will be due at the end point of each period, i.e. on the last day of every other month.

The Contractor will submit its invoices for approval and payment by The Agent at least 45 days prior to the due dates for payment provided above. The Agent reserves the right to withhold payment in full or in part on written notice in the event of a dispute, pending rectification.

Invoices will show the period and the amount of the work for which payment is claimed together with the agreed charging rate.

Charges relating to Additional Works shall be invoiced separately once agreement on the extent and value of the work is agreed with the Agent in writing. The process will be as follows:

- The contractor is not to undertake any Additional Works without first obtaining agreement for them by the Landscape Architect in writing;
- The Contractor shall provide a quotation for undertaking the works;
- The Landscape Architect shall instruct the works on an LAI (Landscape Architect's Instruction Form);
- Once the works are completed, the contractor shall address his invoice to the Agent but submit it to the Landscape Architect for approval.

PAYMENTS

In the event of a dispute concerning any invoice The Agent shall notify The Contractor of the amount in dispute and The Agent shall promptly pay any undisputed portion of the invoice provided that the relevant payment period referred to above shall cease to run on the date that The Agent notifies The Contractor of the dispute and shall recommence on the date The Agent receives the credit note. The issue of such credit note by The Contractor shall not itself constitute evidence that The Contractor accepts The Agent is correct in disputing that part of the invoice to which the credit note relates.

Payment of any invoice by The Agent shall not prejudice its or The Agent's rights in the future to dispute the value or validity of such invoice. In the event of any retrospective adjustment to paid invoices The Contractor shall forthwith allow or pay to The Agent the amount of any previous overpayments.

Payment will not be made against interim invoices if The Contractor fails by its own performance in keeping up with the services. Payment will not be made against

invoices for additional works until the works are demonstrated as being properly completed and signed off by the Agent. Failure by the service provider to enable the Contractor to 'sign off' works will not be a reason for non payment of the Contractor's invoice, providing that the Contractor can demonstrate that it has made reasonable efforts to effect completion of the works.

The Contractor's sole entitlement to repayment under or in relation to the Contract shall be as stated in clauses above hereof; in no circumstances whatsoever (including without limitation pursuant to any termination of the Contract howsoever arising) shall the Agent have any liability to the Contractor for any loss of profit, loss of opportunity or economic or consequential loss whatsoever.

EXTRA WORKS QUOTATIONS

Extra works quotations, when required and when requested shall be provided within ten working days of the request and verbally, if requested by The Agents, within five working days.

Where a quotation originates from defects noted during routine maintenance visits they will also be provided by The Contractor within 10 working days of the maintenance visit.

As standard practice the extra works quotations shall include, but not be limited to, the following information:

- Reason for visit and quotation together with summary of breakdown/works required and effect upon building services.
- Full cost of works including parts and labour breakdown.
- Photographic back up of items broken down/requiring replacement.
- Options for carrying out work during normal hours and outside normal working hours.
- Alternative options, where applicable.

ASSIGNMENT OF THE CONTRACT

The Contractor shall not assign transfer or sub-Contract the benefit of this Contract in part or whole, without the prior written consent of The Agent and The Agent whose discretion is absolute. Where such written consent is given by The Agent, The Contractor shall at all times itself remain liable to The Agent for the performance of the Services and further shall engage only specialist sub-Contractor qualified to fulfil the task assigned, and expressly approved by The Agent.

Any agreement between The Contractor and any approved Sub-Contractor shall be in terms equivalent to or no less onerous than the conditions of this Contract and in any event subject to the prior approval of The Agent and The Agent (not to be unreasonably withheld or delayed).

The Contractor shall submit to The Agent for approval a list of companies it proposes to engage as Sub-Contractor and suppliers for trade of specialist items. Where lists of approved companies for particular services are provided to The Agent only firms on such lists shall be invited to tender.

The Contractor shall be responsible for the supervision and administration of all Sub-Contractors in accordance with the conditions of this Contract and shall arrange a progress programme with each Sub-Contractor to ensure that services are provided (and deliveries of materials are made) without delay to the progress of the Services.

VARIATION

No variation, extension, omission or cancellation of the express terms of the Contract shall be binding upon The Agent or The Contractor unless and until it is confirmed in writing on behalf of each of the parties.

All notices to The Agent under the Contract shall be addressed to The Agent at the address of the Agent as specified in The Agreement sheet or any other address as specified by The Agent to The Contractor from time to time in writing.

AUTHORITY

By its signing of The Agreement on behalf of the Agent warrants in favour of The Contractor that the Agent is duly authorised to sign the Contract and act for all purposes on behalf of The Agent under the Contract (but without thereby rendering itself liable for the payment of the Contract Price or any other liabilities or obligations to be performed or discharged by or on behalf of The Agent under the Contract).

TERMINATION ON BREACH

The Contract may be terminated by either party forthwith if the other party shall commit any material breach of its obligations hereunder and (to the extent that the breach is not reasonably capable of remedy) or (being an individual) shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than for the purposes of reconstruction or amalgamation or shall suffer the appointment of a Receiver or administrator of any of their property or income or make any deed or arrangement with or composition for the benefit of any of their or its creditors. In the event of termination then without prejudice to any other rights The Agent may have in respect of the breach, The Agent shall be entitled to withhold all further payments whether or not these may already have accrued.

DURATION AND TERMINATION: general

The Agent may terminate the Contract:

- Forthwith if the Agent severs its interest in the property.
- Forthwith if the Contractor commits a material breach of Contract (see below)
- Forthwith after one month's notice is served to the Contractor.

Unless otherwise terminated pursuant to clauses below this Agreement shall terminate at the expiry of three years from the date of the Contract as stated on the Agreement.

On termination of the Contract for any reason whatsoever The Contractor shall return and/or deliver to the Agent as the case may be, all documentation and material of whatsoever nature and in whatever form which The Agent may have provided to The Contractor for or in relation to the Contract and/or the performance of the Services. On any termination of the Contract for any reason whatsoever and subject always to any right of counterclaim or set off (howsoever arising) to which the Agent may be entitled the Contractor shall be entitled to any fees and expenses properly due and payable for all periods up to the date of termination.

CONTRACT REVIEW

Following the formal acceptance in writing of the Tender, the rates and prices in the Schedule shall remain fixed for a minimum period of twelve months from the Commencement Date.

Upon the first and each successive anniversary of the Contract, exercisable only within thirty days of such anniversary, The Contractor shall have the option to propose to increase charge rates or prices, by a figure not exceeding the RPI rate.

In the event that the parties cannot agree on a proposed increase, either party may be at liberty to terminate the Contract upon three (3) month's written notice to The Agent and one (1) month's written notice to The Contractor. In such a case, the prices or rates currently in force prior to the application for an increase shall apply until the termination of the Contract.

NO PARTNERSHIP OR AGENCY

Nothing in this Agreement shall constitute a partnership between The Agent and The Contractor. Neither The Contractor nor its personnel shall be Agents or employees of The Agent and neither it nor they shall have the authority or power to bind The Agent or to contact in the name of or create liability against The Agent in any way and for any purpose saved as expressly authorised in writing by The Agent from time to time.

This Contract shall be construed in accordance with the laws of England and the Courts of England shall have exclusive jurisdiction in relation to any matters arising out of this Contract. Any claims payable hereunder shall be paid in the United Kingdom in sterling.

FORCE MAJEURE

No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by any Force Majeure event.

If the event lasts for more than 60 days either party can terminate the Contract and no further liabilities will arise other than those which have arisen prior to the date of termination.

1.0 PRELIMINARIES

- 1.1 Description of the site, location and access
- 1.2 Description of the works
- 1.3 Plant replacement obligations
- 1.4 Standard of work
- 1.5 Phasing
- 1.6 Contract drawings
- 1.7 Form of Contract
- 1.8 Inspection of site
- 1.9 Location of public utility services
- 1.10 Insurance
- 1.11 Areas in occupation
- 1.12 Use of site
- 1.13 Safety and welfare measures
- 1.14 Programme and progress chart
- 1.15 Site organisation
- 1.16 Advertisements
- 1.17 Water
- 1.18 Sub-letting
- 1.19 Protection of works
- 1.20 Noise control
- 1.21 Approved chemicals
- 1.22 Pest and disease
- 1.23 Storage
- 1.24 Uniform
- 1.25 Notice of intention of commencement and completion
- 1.26 Weed control
- 1.27 Environmental Sustainability
- 1.28 Drought
- 1.29 Bare Areas
- 1.30 Disposal of Arisings
- 1.31 Protection of Existing Grass or Ground Cover Planting
- 1.32 Status of and responsibility of Labour
- 1.33 Suspension of work
- 1.34 Work in a public place or alongside the public highway
- 1.35 Waste management
- 1.36 Accounts

1.0 PRELIMINARIES

AIMS & OBJECTIVES

Alongside the expectation of a prestigious appearance, a key aspect of what makes this development at Norton Juxta unique is the large range of habitats that have been retained/created here. The individual plots sit beside a framework of native tree & shrub planting that have been designed to deliver mixed woodland and meadows through to maturity. Biodiversity is actively encouraged and environmentally sensitive working is a core requirement for the appointed maintenance contractor.

1.1 DESCRIPTION OF THE SITE, LOCATION AND ACCESS

NORTON JUXTA is a residential development and Public open Space being developed near Twycross in the village of Norton Juxta, Leicestershire.

This site is located off the A444 near Junction 11 on the M42 Motorway.

Access to the site is via Main Street, Norton Juxta.

1.2 DESCRIPTION OF THE WORKS

Maintenance work will involve mowing, weeding of woodland, hedge and shrub planted areas and tree stations, pruning, fertilising, watering as necessary, spraying and dusting for pest and disease control, removal of rubbish, and all other operations in order to maintain the site fabric, landscape works and external areas in a safe and satisfactory condition. Qualified arboricultural advice should be sought for any existing trees, which should be checked regularly for disease. Dead, dying or dangerous limbs to be removed in accordance with Arboricultural best practice in accordance with Health & Safety standards.

1.3 PLANT REPLACEMENT OBLIGATIONS

If within the five year contract period it is found that any tree or shrub requires replacement, or has died, been removed, uprooted or destroyed as a result of natural causes or the negligence of the contractor (or become, in the opinion of the Local Planning Authority, seriously damaged or defective) another tree or shrub of the same species and size as that originally planted shall be planted at the same place, unless the Local Planning Authority gives its written consent to any variation.

1.4 STANDARD OF WORK

The landscape maintenance is to be carried out to a high standard and the site must be kept neat and clean in appearance at all times, being ostensibly weed and litter free, with all planting in a healthy state. The landscape maintenance Contractor shall pay particular attention to ensuring that the works are kept tidy and that none of their actions cause inconvenience or danger to others.

At the end of each visit, the Contractor shall remove from site all rubbish, trimmings and superfluous materials. The works are always to be left in a clean and tidy condition.

All operations described may be carried out by suitable approved machines or by hand. Any work around the base of existing trees or other existing plants, in confined spaces, near drains and services, or which it is impracticable to carry out by machine for any reason, shall be executed by hand and the Contractor must allow for this in their rates.

If it is the reasonable opinion of the Landscape Architect that the Contractor has failed to perform the works necessary to meet the requirements of the Contract the Landscape Architect shall give a written notice to the Contractor to comply with the requirements of the notice within a stated time at the Contractor's own expense.

If it is the reasonable opinion of the Landscape Architect that any defective works require IMMEDIATE CORRECTIVE ACTION because the defective works constitute a potential hazard or risk to the public the Employer retains at the Employers option the right to:

instruct the Contractor to return to site immediately to correct the defective works at the Contractor's own expense, or
instruct an agency to go to the site to take whatever steps may be reasonably required to correct the defective works or to make the site safe if the Contractor is unable or unwilling to make the defect safe. The full costs of such action shall be deducted from any monies due to the Contractor.

Failures to meet standards

If in the Landscape Architect's opinion, the landscape contractor fails to achieve a reasonable rate of progress or standard of maintenance and fails, after written notice, to comply with any instructions in respect of such matters, the Landscape Architect may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instruction. The costs incurred in connection with such employment shall be recoverable from the landscape contractor by the Client as a debt or may be deducted by them from any monies due or to become due to the landscape contractor under this contract.

If, in the Landscape Architect's opinion, the contractor continues to fail in achieving a reasonable rate of progress or standard of maintenance and fails after written notice to comply with any instructions in respect of such matters, the Landscape Architect will recommend that the contract be terminated.

1.5 PHASING

This contract, for on-going maintenance, is to run for a period of **five years** from the date of order following handover of the landscape from the present contractor to the client.

1.6 CONTRACT DRAWINGS

The drawings showing the landscaped areas to be maintained have been prepared by ah Landscape Associates. This document is to be read in conjunction with the most recent revisions of drawing/s listed below or a drawing as otherwise approved by the Local Authority. Areas to be maintained are shown on a sketch in Section 11.0:

Drg No	Title	Scale
1970_044_PL01	Preliminary Landscape Proposals	1:500@A1

(For full Ecological details refer Griffin Ecology Ltd's report April 2022)
(For full Arboricultural details refer to Aspect Arboriculture's Arboricultural Method Statement dated April 2022)

1.7 FORM OF CONTRACT

J.C.L.I. Agreement for Landscape Maintenance Works (2012 Edition)

1.8 INSPECTION OF SITE

The Contractor shall be deemed to have visited the sites of the works, inspected the drawings and to have satisfied themselves regarding access, suitability of ground for horticultural work, risk of damage to any property and access roads, the location of underground and overhead services, and to acquire 'as-built' drawings from the services companies and generally to have obtained their own information on all matters affecting the execution of the works. No claim for additional reimbursement, howsoever arising, resulting from the Contractor's failure to visit the site and ascertain or allow in their Tender for any of the conditions under which the works are to be carried out, will be entertained by the Client.

Upon visiting the site, the Contractor must liaise with the appointed officer/receptionist of each incumbent business to inform the appropriate parties of their presence and to obtain approval for access onto the plots and communal areas

1.9 LOCATION OF PUBLIC UTILITY SERVICES

Before any work commences on site, the Contractor will contact all service authorities to ascertain the accurate location of all services and apparatus.

The Contractor shall not interfere with the operation of existing services (gas, water, electricity, telephones, buried cables, sewers or drains) without the permission of the Client, and in the case of works of Statutory Authorities and private owners, without their permission.

Any damage to mains or services shall be notified immediately to the Client.

1.10 INSURANCE

The Contractor is to allow for all costs, charges and expenses in connection with the following:

- i) Statutory Insurances in operation during the letting of the contract.
- ii) Risks in respect of damage to works or other things:
 - ie. Injury to persons or loss of property etc.

The Contractor shall be fully insured for Public Liability and shall provide details of the amount of cover with their tender. In addition, the Contractor shall be required to provide proof of premium payment in relation to their Public Liability cover.

The Contractor shall be liable for and indemnify the Employer against any expense, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the works, unless due to any act of neglect of the Employer or of its servants or agents. Without prejudice to their liability to indemnify the Employer the Contractor shall maintain and shall cause any subcontractor to maintain such insurances as are necessary to cover the liability of the Contractor, or, as the case may be, of such sub-contractor, in respect of personal injury or death arising out of or in the course of or caused by the carrying out of the works. Nothing contained in CONTRACTOR'S LIABILITY shall impose liability on the subcontractor in respect of negligence or breach of duty on the part of the Employer, the Contractor their other subcontractors or their respective servants or agents.

1.11 AREAS IN OCCUPATION

The works shall proceed so as to cause the minimum of inconvenience and nuisance to all occupiers and users.

Where maintenance is required without readily available access, the Contractor shall ensure that the appropriate permissions are sought from owner/occupiers before entering the site. If vehicular access is not available, suitable accesses should be negotiated and agreed with owner/occupiers.

The Contractor shall have free access to the site by arrangement with the current occupier for the duration of the works unless he is told otherwise by the Landscape Architect. During the Contract whenever it is necessary to enter or cross land which is not the Employer's property or land which is in the possession of another party the Contractor shall be responsible for making their own arrangements for access.

Access to the site shall be by public roads or other agreed access. The Contractor shall be responsible for ensuring that their own vehicles and those of suppliers and others employed on the works use only the agreed access.

If the agreed access is other than the carriageway of a public highway then at no times shall the Contractor's vehicles exceed 10 miles per hour when driving along the agreed access: lower speeds shall be appropriate in many situations.

In order to prevent unauthorised vehicular access to site the Contractor shall ensure that where access has been gained (by opening a gate or unlocking a padlock, or by removing a barrier or bollard) the access shall be re-secured immediately behind the Contractor's vehicles using the access.

The Contractor shall ensure that site transport directly or indirectly involved in the works shall at all times when leaving the site be in a state of cleanliness to preclude the fouling of public or private roads adjacent to the site. If the Contractor cannot provide the cleaning

facility then he shall promptly and unfailingly remove any materials including dirt, mud or debris deposited on the roads or paths by the vehicles entering or leaving the site.

The Employer and their representatives or nominees shall at all times have access to the works.

The overall management of the site remains the right of the Employer/ Management Company and any operations may be undertaken within the site at any time, either by the Employer or any other agency acting on the Employer's behalf or under their instructions provided that such operations do not reasonably conflict with the performance of the works required under the Contract.

1.12 USE OF SITE

The Contractor shall not use the site for any purpose other than that of carrying out the works. No equipment relating to any landscape works to be left on site at the end each visit. He must also take into consideration the fact that there are employees, visitors and deliveries requiring unimpeded access the occupied premises, and that the public have access onto the adjoining roads.

1.13 SAFETY AND WELFARE MEASURES

The Contractor shall comply with the Health & Welfare Conditions for the Building Industry as contained in the latest edition of the National Working Rules for the Building Industry, the Health and Safety at Work Act 1974, the Factories Act, the Construction (Design and Management) Regulations 1994 and all related current legislations affecting the contract and processes in connection herewith.

The Contractor shall strictly comply with all safety and welfare measures required under or by virtue of the provisions of any enactment or regulation, or the working rules of any industry and ensure that all necessary facilities for their employees are provided. The Contractor shall be required to provide a copy of their Health and Safety Method Statement, Safety File/Risk Assessments and work programmes which are to be lodged with the Facilities Management Company.

The contractor shall determine whether traffic management measures are required for maintaining roundabouts, verges and central reservations. Where any traffic management is required, the contractor shall meet all requirements of the Highways Agency or their appointed agent, pay all costs and adhere to all appropriate safety standards.

For information on Hazardous Plants see appendix.

1.14 PROGRAMME AND PROGRESS CHART

The Contractor shall, within one week of the date of acceptance of Tender and before the date is given to commence operations or possession of the site is given, produce a Programme Chart for the works.

Two copies shall be forwarded to the Client and shall be kept up to date by the regular recording of progress. This chart shall be modified or re-drafted at the direction of the Client, should any circumstances arise affecting the progress of the works.

It is expected that the contractor will need to enter upon the site throughout the year to fulfil their obligations in respect of the contract; on every other working day from April-October and at least once a week through the remaining months, or as set out within the programme of works. A regular liaison with the various parties will be necessary.

Throughout the year, the Contractor shall complete a record of maintenance form monthly and return it to the Landscape Architect within seven days.

Maintenance work shall be carried out within one week of a written Instruction or a maintenance request sheet from the Client, unless otherwise agreed.

The Contractor shall order their work to take account of any specific ground and weather conditions required for maintenance works and any specific Client requirements or restrictions.

All cultivations shall be carried out in suitable weather conditions, and shall be suspended in periods of excessive rain, snow or frost. Herbicide applications shall only be undertaken in suitable weather conditions as described by the manufacturer.

Maintenance works involving cultivation shall not be carried out in adverse weather conditions, where works would cause damage to the soil structure.

Felling of trees, cutting of hedgerows or thinning of woodland areas to be completed between early November and early March.

The clearance of the attenuation basin and reduction in marginal plant material is to be completed in September and November.

1.15 SITE ORGANISATION

The Contractor shall maintain an adequate site organisation under the control of an experienced Supervisor able to assume complete responsibility for a Contract of this description.

The Client will require a written company organisation report detailing lines of communication and company structure.

The Contractor shall ensure that at all times when work is in hand on the Contract, there is in each of the Contractors gangs engaged on the Contract a competent person authorised by the Contractor to receive the Landscape Architects instructions on the Contractor's behalf, whether the gang is directly employed by the Contractor or is subcontracted to them. The Contractor shall advise the Landscape Architect of the name of the Contractor's representative for each engaged on the Contract.

The Contractor's representative shall be responsible for the good behaviour of operatives whilst they are engaged on, the Contract.

The Contractor's representative shall be responsible for ensuring that the operatives under their control carry out the works in hand and the Landscape Architects instructions issued under these Conditions.

1.16 ADVERTISEMENTS

The Contractor shall not display advertisements on the Site nor permit advertisements to be displayed without the written authority of the Client.

1.17 WATER

The Contractor shall provide and/or pay for water as required for the works of the Contractor. Allow for transporting water in an appropriate manner to the areas where it is required, whenever necessary.

1.18 SUB-LETTING

The Contractor may not sub-let any part of the works without prior permission from the Client. If such permission is requested and granted, the Contractor shall be responsible for the supervision and administration of all their sub-contractors in accordance with the Conditions of Contract.

1.19 PROTECTION OF THE WORKS

The Contractor shall prevent damage to and protect as necessary existing plants. Any damage caused thereto shall be made good by the Contractor at their own expense.

The Contractor shall be held responsible for any damage to the soft or hard landscape or to highways and highway furniture caused by their acts (unless otherwise instructed by the Landscape Architect) or negligence. The Employer reserves the right at the Employer's option either to:

Instruct the Contractor to repair damage so caused or replace damaged items to Landscape Architect's Specification using the appropriate skilled labour or a skilled contractor at the Contractor's own expense, or effect any necessary repair or replacement work to the Landscape Architect's specification using any agency, the full costs of such action shall be deducted from any monies due to the Contractor, or advise the appropriate agency authority company or undertaker of the damage caused by the Contractor and to furnish that agency authority company or undertaker with such information as it may require to undertake the necessary repair or replacement work to its own satisfaction and to enable it to recharge the Contractor the full costs of such repair or replacement work.

If a tree or shrub becomes damaged by the Contractor all bark scrapes shall be cleaned and tidied and a tree wound paint of the type approved by the Landscape Architect shall be applied to the wound surface. If damage to any tree, shrub or hedge should result in its death or serious disfigurement then it shall be removed and replaced as the Landscape Architect shall direct. Replacement of shrubs or hedging shall be of sufficient number to give the same density of cover as previously existed.

1.20 NOISE CONTROL

The Contractor shall ensure that all measures to control the noise levels produced by their operations on site required under or by virtue of any enactment or regulation, or the working rules of any industry, are strictly complied with.

It will be the Contractor's responsibility to carry out the Contract in such a way as to satisfy the EPA 1990 and the Noise & Statutory Nuisance Act which may impose restrictions on the type of plant, method of working and working hours adopted on the Contract and the Contractor is to allow for any additional costs which may arise out of compliance with the Act.

In addition, the Contractor shall be aware that the use of any radios etc. is prohibited within the site.

The Contractor shall undertake all operations in an expeditious and timely manner to ensure that the works are completed within the Contract period.

The Contractor shall seek the permission of the Landscape Architect (which shall not unreasonably be withheld) to work weekends or Public Holidays.

The Contractor shall not use noisy machinery before 8.00 a.m. and after 6.00 p.m. without the prior written permission of the Landscape Architect or where prohibited by local by-law. The Employer shall be responsible for ascertaining if such apply and shall incorporate such notice in the tender documents.

The Employer retains the right to prioritise tasks, or to defer or prohibit the Contractor from undertaking work in certain sites at certain times by reason of specific events or circumstances which shall be notified to the Contractor.

The Contractor shall take all necessary measures to minimise nuisance occasioned by the works to occupiers of property adjoining the works and shall comply with any reasonable instructions given by the Landscape Architect in this respect.

1.21 APPROVED CHEMICALS

The Contractor shall ensure that all herbicide applications are undertaken in accordance with the Health and Safety (Agriculture - Poisonous Substance) Regulations, where they apply. The Contractor shall employ only trained operatives, holding current Certificates of Competence in the use of pesticides and spraying equipment. He shall ensure at all times that others are not subject to any hazard from the use of chemicals and that all equipment, containers and materials are kept in a secure place when on site and not in use, and that all empty containers etc. are removed from site at the end of each day.

All chemicals used shall be non-toxic under normal conditions to humans, birds and animals and shall be chosen by the Contractor to cause least damage to the environment.

Only those chemicals approved for 'Farmers and Growers' shall be used and under no circumstances should chemicals on the UK Environmental Red List be used. All herbicides/pesticides used by the contractor should have translocated properties and should not be residual.

Application of chemicals near water or land drains shall be carried out in accordance with MAFF Code of Practice for the use of Herbicides on Weeds in Water Courses and Lakes. Application of chemicals shall be strictly in accordance with manufacturer's instructions. Refer to all product's COSHH Regulations, as amended.

1.22 PEST AND DISEASE

The Contractor shall notify the Client of any pest or disease problems occurring which affect any plant, tree or grass. He shall implement appropriate treatment as agreed to coincide with normal maintenance visits where possible. All diseased wood, clippings, prunings etc. shall be removed from site and incinerated or treated in line with appropriate waste management practice.

1.23 STORAGE

If required by the contractor, the employer's agent should be approached to request a suitable area on the site for storing their maintenance plant and materials. It will be the contractor's responsibility to secure the area and to supply and erect any required fencing and/or storage containers. Refer to item 1.12 Use of Site.

1.24 UNIFORM

All operatives shall wear an approved uniform while on site at all times so that they may be readily identified with the Contractor.
Suitable clothing would be overalls of a uniform colour, preferably bearing the Contractor's name or insignia.

Such clothing is to be provided by the Contractor and costs should be included in the tender.

1.25 NOTICE OF INTENTION OF COMMENCEMENT AND COMPLETION

At the commencement of each and every visit to the site, the contractor shall record their presence by signing-in with Reception, or at another location as may be agreed between the parties

If the contractor should wish to amend the agreed programme of visits, he shall request approval from the employer's agent and inform the Landscape Architect accordingly. Immediately after completion of the works the Contractor shall remove all un-used materials, all debris and the temporary fencing, bunting or other barrier tape or webbing from outside the completed works.

1.26 WEED CONTROL

The Contractor shall, by mechanical or chemical means, keep weeds down over the whole site. At no time shall he allow the weeds to seed.

The Contractor shall be responsible for keeping the site free from Injurious Weeds as listed in the Wildlife & Countryside Act 1981.

The weeds to which the Act applies include weeds listed below and any others as may be prescribed by the regulations:

Cirsium vulgare (spear thistle)
Rumex obtusifolius (broad leaved dock)
Cirsium arvense (creeping thistle)
Senecio jacobaea (ragwort)
Rumex crispus (curled dock)

The contractor must not plant or otherwise cause to grow in the wild any plant listed on Schedule 9 of the Wildlife & Countryside Act 1981 and shall notify the Landscape Architect if any of these or Japanese Knotweed (*Fallopia japonica*) are present on the site. Disposal of these weeds shall be in accordance with the Environmental Protection Act 1990 and Hazardous Waste Regulations.

1.27 ENVIRONMENTAL SUSTAINABILITY

ahLA are committed to measuring, benchmarking and improving the sustainability performance of properties under our management through a structured environmental management programme. We believe that good environmental practice correlates with good business practice.

Sustainability in terms of landscape maintenance may include:

- the use of carbon-efficient plant and machinery
- reducing the use and composition of pesticides
- promoting the addition of specific features to benefit nature – refuges, nesting boxes, roosting sites etc
- drought tolerant planting schemes, including herbaceous perennials which need minimal watering
- enhancing water permeability by reducing the amount hard surfacing
- retaining soil moisture by increasing use of mulch and by relaxing mowing regimes to create long grass areas
- increasing use of ground cover planting to reduce weeds and water loss and create habitats for wildlife
- maintaining meadows and woodland areas

Biosecurity

With the outbreak and rapid spread of diseases in many trees throughout the country, some native trees planted throughout areas of woodland are likely to become infected. To manage this issue the landscape contractor is to review their biosecurity protocols and advise the team as to their proposed good working practice. See Forestry Commission Biosecurity.

Implement agreed biosecurity measures for maintenance work type.

- The Forestry Commission's 'Good working practice for those involved in forestry' will be implemented as a baseline.
- The spread of various Pest & Diseases can easily be slowed by cleaning equipment and protective gear before and after carrying out certain types of work.

Continued improvement in biodiversity & sustainability on site

- In order to reflect best practice and the Client's emphasis on sustainability the landscape contractor is expected to enter into discussion on enhancement of biodiversity on site and the most sustainable working practices available.
- Where possible all biodegradable materials are to be chipped and composted or recycled as chippings for use as mulches. Felled material is to be used to construct deadwood habitat piles. Bird nesting season restrictions will be implemented for woodland, hedge and tree work.
- The landscape contractor is part of a team and will participate in regular discussions to help improve continuously the way in which the site is looked after. Recommendations in sustainable working will be sought from the successful contractor.

1.28 DROUGHT

During officially recognised drought periods do not water, reduce frequency of mowing regime and increase cutting height to 75mm mown grass height. Do not carry out planting or seeding work. Advise of knock-on effect of this protocol to the team if drought period is over 1 month.

1.29 BARE AREAS

If applicable, at least once a year, turn over any bare soil to show a neat and tidy appearance. In instances where bare soil is awaiting seeding or planting, keep it weed, leaf and litter free.

1.30 DISPOSAL OF ARISING

General: Unless specified otherwise, dispose of arisings as follows:

- Biodegradable arisings: Compost on site;
- Grass cuttings: Compost on site;
- Tree roots and stumps: Remove from site;
- Shrub and tree prunings: Chip and spread as mulch in woodland planted areas;
- Litter and non- biodegradable arisings: Collect and arrange for recycling or appropriate waste disposal method for waste type. Remove from site
- Where trees are felled, generating large diameter waste wood this can be left in situ in neat piles to form habitat piles (minimum 2m back from edges of paths or woodland verges) or it can be removed from site.

1.31 PROTECTION OF EXISTING GRASS OR GROUND COVER PLANTING

Protect areas affected by maintenance operations using boards/tarpaulins. Do not place excavated or imported materials directly on to grass or planted areas.

1.32 STATUS OF AND RESPONSIBILITY FOR LABOUR

The Contractor must comply with all statutory requirements concerning the employment of labour whether those provisions affect the execution of the works or otherwise.

To ensure good behaviour and compliance with statutory requirements and the requirements of the Employer in respect of the nature or quality of the work or issues concerning health, safety or welfare the Landscape Architect or another Officer of the Employer shall be entitled to give such instructions to the Contractor or to their appointed representative as may be requisite at any time.

The Contractor shall provide all skilled and qualified labour necessary for the expeditious completion of the Contract. No operative shall be engaged on the Contract or any part thereof unless that operative has been adequately trained to do that work without supervision or unless that operative is working under the direct instruction and supervision of a person who is competent to give both instruction and supervision in the doing of that work.

The Contractor shall ensure that no operative is under the adverse influence of any medication or drug, including alcohol, whilst that operative is engaged on the Contract.

The Landscape Architect may (not unreasonably or vexatiously) issue instructions to the Contractor requiring the exclusion from the works by the Contractor of any operative engaged on the Contract. The Employer shall in no circumstances be liable to either the Contractor or the employer in respect of any liability, loss or damage occasioned by such removal or disciplinary action and the Contractor shall fully and promptly indemnify the Employer against any claim made by such employee.

The Contractor shall ensure that these Conditions are brought to the attention of every operative engaged on the Contract.

1.33 SUSPENSION OF WORK

The Employer reserves the right to suspend the work immediately and send the Contractor off site (but without prejudice to the rights of any party accrued to date) if:

The Contractor had not made the Landscape Architect aware that works were in progress.

In the opinion of the Landscape Architect the works were below the standards required by the specification contained herein.

In the opinion of the Landscape Architect the operatives were ill-equipped to perform the works.

In the opinion of the Landscape Architect the weather was unsuitable.

In the opinion of the Landscape Architect the works were being carried out in such a way as to be dangerous or damaging to the site or the general public.

In the opinion of the Landscape Architect materials or work equipment being used for the works were below the standards required by the specifications contained in the tender documents.

1.34 WORK IN A PUBLIC PLACE OR ALONGSIDE THE PUBLIC HIGHWAY

Where the works are in a public place the general public shall be warned by the Contractor of all work by the display of the appropriate warning signs. Guidance on the display of signs shall be sought from 'Safer Road Works Ahead' and/or Chapter 8 of the Traffic Signs Manual published by the Department of Transport.

Where the works are adjacent to a public highway the Contractor shall be responsible for ascertaining and complying with the requirements of the highway authority and police authority as to any regulations, restrictions, directions or instructions concerned with the movement of traffic or pedestrians in and about the works, and shall inform the Landscape Architect of the outcome of any discussions.

Where the works are in a public place distant from the public highway and where in the opinion of the Landscape Architect the works shall make the use of a path or route by the general public difficult, inadvisable or impracticable the Contractor shall in advance of the works erect temporary fencing, bunting or some other barrier tape or webbing to prevent access to the danger zone by the general public. The Contractor shall indicate an alternative route for the general public, and the Landscape Architect shall be consulted as to the alternative route proposed by the Contractor.

The Contractor shall be responsible for all arrangements to prevent access to obstructions to public rights of way by the general public by covering, fencing, watching or lighting as necessary any obstructions caused by the works.

The Landscape Architect reserves the right to make any exposed excavations or other obstructions to public rights of way safe by taking whatever measures he deems necessary without prior reference to the Contractor and to recharge the Contractor the full costs of so doing.

The Contractor shall not cause any unnecessary obstruction or interference with traffic along the public highway. The Contractor shall keep open to the satisfaction of the Landscape Architect all rights of way or other footpaths on and about the works.

1.35 WASTE MANAGEMENT

The working area is to be left clean and tidy when the Contractor goes off site at the completion of the day's work. The Contractor shall keep all public highways clear of obstructions to the satisfaction of the local Highway Authority and the Employer.

The Contractor shall be responsible for the disposal of all arisings from the works at their own expense, although the implementation of the Waste Hierarchy (reduce, reuse, recycle) and the promotion of a composting option, including the retention of some materials on-site to promote wildlife refuge, is encouraged.

The Contractor shall be responsible for the provision of an authorised tipping facility and for ensuring that all debris from the works is removed thereto. Such facility shall be off site and

no unauthorised tipping shall be carried out by the Contractor within the contract area or in any other place.

All charges, fees, transport and other expenses in connection with tipping shall be borne by the Contractor.

Fires: there shall be no fires.

1.36 ACCOUNTS

Payment intervals shall normally be 8 times a year, and applied for by the contractor on invoices divided equally according to the annual sum quoted, on the following dates:

1st May

1st June

1st July

1st August

1st September

1st October

2nd January

1st April

However, alternative arrangements for payment may be considered to suit the contractor's accounting practices

2.0 GRASS AND MEADOWS

- 2.1 High Grade Grass Areas
 - 2.1.1 Mowing
 - 2.1.2 Edging
 - 2.1.3 Fertiliser
 - 2.1.4 Weeding
 - 2.1.5 Renovation
 - 2.1.6 Making Surfaces Even
 - 2.1.7 Re-seeding/Turfing
- 2.2 Wildflower and Meadow Grass Areas
 - 2.2.1 Cutting Meadowland
 - 2.2.2 Weed Control

2.0 GRASS AND MEADOWS

Grass-cutting generally

For all types of grass cutting, the Contractor must include in their rates for cutting around all trees and obstacles in grass swards and cutting up against all fences which adjoin grassed areas.

The Contractor must also include in their rates for:

- any necessary rolling;
- any overhanging branches to be cut back;
- hard landscape areas adjoining grass shall be swept clear of all arisings after cutting operations.

All litter or debris found on the grass and any stones larger than 40mm shall be removed prior to cutting.

Hard landscape areas adjoining grass shall be swept clear of all arisings after cutting operations.

Care shall be taken to avoid damage to the grass or adjacent trees and shrubs, particularly by spilling of petrol, herbicide etc. Any damage caused shall be made good as directed by the Client to their entire satisfaction at the Contractor's expense.

Grass shall be cut using approved machines, correctly adjusted, and fitted with sharp cutter blades set to cut the sward cleanly and evenly, so that arisings are evenly dispersed. All rotary mowers are to be fitted with appropriate safety guards.

All operations relating to grass cutting within one area shall be completed within the same day. See drawing for allocation of areas.

Grass cutting shall not occur in bulb areas (mid-April to June depending on variety) and shall recommence six weeks after flowering has ceased.

Mole hills are to be levelled and stone picked before mowing.

2.1 HIGH GRADE GRASS AREAS

2.1.1 MOWING

Frequency:	1 x per week April – October + twice in Winter season
Height:	25mm Apr-Oct 50mm Nov-Mar
Method:	Cylinder mower-alternate the direction of cut Include strimming around edges and trees. Steep banks and grassed ditch to be mown with hand-held mower
Clippings:	Remove all clippings

2.1.2 EDGING

Frequency:	Every month following a cut in April-October; remove arisings
Method:	Where all grass areas abut a shrub or mixed planting area (and where there is no rabbit fencing), trim with edging tool such as half moon spade or motorised edger/metal-blade strimmer to clean straight lines or smooth curves as shown on the drawing; soil to be drawn back from edges to permit use of shears/trimmer

2.1.3 FERTILISING

Frequency:	Spring & Autumn
Method:	Distribute evenly using hand-held machine ensuring no overlap. Do not broadcast by hand. May be applied with weedkiller Brush in well and water if necessary
Type:	Spring – Approved 15:15:15 NPK mix rates as manufacturer's instructions.

Autumn - Approved 3:12:12 NPK mix rates as manufacturer's instructions.

2.1.4 WEEDING

Broadleaf weeds & clover etc

Method: Apply a suitable approved selective hormone herbicide by knapsack sprayer or other approved applicator.

Type: To be approved; rates & method as manufacturer's instructions

Frequency: April & June after fertiliser application, with authorisation from the client.

Moss

Method: Apply approved moss killer by knapsack sprayer 10 days after fertilizer application.

Frequency: April

2.1.5 RENOVATION

Frequency: Scarify in early spring prior to the first cut of the season.

Aerate in Autumn prior to fertiliser application.

Method: Use wire rake or suitable mechanical equivalent to scarify and hollow tine machine to 100mm depth. Remove all plugs and rakings.

2.1.6 MAKE SURFACES EVEN

Frequency: In spring OR as required.

Method: Where there is subsidence or vehicle overrun, either top-dress with sifted soil & seed or roll back turf and adjust levels and remove excess soil.

2.1.7 RE-SEEDING/TURFING

Frequency: Spring/autumn (turfing likely to be all year round)

Method: As for installation; comply with ahLA standard specification.

2.2 WILDFLOWER & MEADOW GRASS AREAS

2.2.1 CUTTING MEADOWLAND

(These are general recommendations, see appendix for more details)

Year 1

Frequency: Cut every 2-3 months over the growing season

Height: 40-60mm

Method: Cylinder mower-alternate the direction of cut

Clippings: Do not remove clippings

Year 2 onwards

Frequency: Once in Spring and once in Autumn

Height: 75mm

Method: Cylinder mower-alternate the direction of cut

Clippings: Bundle into bales and remove as hay

- For large swathes of wildflower/meadow grass leave a half or third of the total area uncut each year, in rotation, so that the full area is cut only once every two or three years;
- Strim areas under whip plantings.

CUTTING UNDERSEEDING OF MIXED NATIVE PLANTING AREAS AND WETLAND MIX AREAS

Frequency: Once in spring

Once again in August

Height: 75mm

Method: By hand strimmer

2.2.2 WEED CONTROL

Species:	Ragwort
Method;	Apply a suitable approved selective hormone herbicide by knapsack sprayer or other approved applicator.
Type:	To be approved; rates as manufacturer's instructions
Frequency:	April & June and at other times as necessary to eradicate weeds.

3.0 SHRUBS

- 3.1 Watering
- 3.2 Fertilizing
- 3.3 Weeding/cultivation
- 3.4 Pruning
- 3.5 Disease control
- 3.6 Removing flower heads and dead top-growth
- 3.7 Replacement shrubs
- 3.8 Mulching

3.0 SHRUBS

3.1 WATERING

Frequency: As necessary, dependent upon prevailing climatic conditions.
Amount: Sufficient to ensure 150-250mm soil penetration (approx. 15 litres per shrub).
Method: Rotary sprinklers, or by hand-held hoses where this is not practical.

3.2 FERTILISING

Frequency: Every Spring
Method: Apply fertilizer by hand to the base of each plant.
Type: 'Enmag'
Amount: 50g per plant

3.3 WEEDING/CULTIVATION

Frequency: As necessary to maintain weed free beds at all times (monthly).
Method: Remove by chemical (suitable approved) means or by hoeing, avoiding root disturbance. Hand weed where ground cover is dense or underneath hedging.
Remove any litter from beds.

3.4 PRUNING

Frequency/method: See separate pruning guide (Section 9.0).

As a general rule;

- remove suckers, snags and dead or diseased wood
- all weak, thin or malformed growth, cutting to a healthy outward pointing bud
- reverted growth
- reduce growth encroaching on paths, roads, sightlines etc.
- thin, trim or shape to achieve desired effect
- maintain all shrubs within vehicular visibility splays to no more than 600mm high
- Trim back face and top of shrubs adjacent to footpaths, roads and car parks.
- Prune back any shrub that inhibits pedestrian or vehicular access on footpaths or roads.

Deciduous shrubs

- Prune deciduous shrubs that flower in spring in June. Removing dead wood and any weak or unsightly growth that spoils the natural habit of the plant;
- Shrub roses are to be cut back immediately after flowering and again during the winter to remove dead or crossing twigs;
- Cornus – cut back to a stool (150mm high) during early February. Aim to cut back all plants once every three years.

Evergreen shrubs

- Prune evergreen shrubs that flower in spring in June;
- Prune evergreen shrubs that flower in summer in early September

Herbaceous, Grasses & Perennials

- In early spring cut back dead flower stems left for winter interest on perennials and grasses;
- Lift and divide congested clumps in autumn or spring, replanting the healthy divisions. Transplant healthy divisions to gaps as required or as directed by the Landscape Architect.

All prunings are to be removed to the Contractor's tip.
Refer to the pruning guide in Section 9.0

3.5 DISEASE CONTROL

Frequency: As necessary or as directed
Method: Spray or dust
Type: Approved insecticide/fungicide
Amount: As manufacturer's instructions

3.6 REMOVING FLOWER HEADS AND DEAD TOP-GROWTH

Frequency: 1 x per month during summer season.
Method: Remove dead heads after flowering, and any unsightly dead foliage at the end of the season, or if attracting a dangerous amount of insects.

3.7 REPLACEMENT SHRUBS

Comply with Landscape Architect's instruction and specification, apply mulch, fertiliser and regular water. Any guards/supports are to be checked annually and replaced/removed as applicable.

3.8 MULCHING

Frequency: Spring each year (only to ground not covered by shrubs)
Application: Top levels of mulch up with mulch as originally specified, if necessary, by hand after removal of all weeds and fertilizer application. Soil must not be very wet or dry.

4.0 SPECIMEN TREES

- 4.1 Safety inspection and remedial work to mature/semi-mature trees
- 4.2 Weedkiller to tree bases
- 4.3 Pruning
- 4.4 Disease Control
- 4.5 Supports
- 4.6 Replacement Trees
- 4.7 Supports & watering stations
- 4.8 Ivy on tree trunks
- 4.9 Watering
- 4.10 Fertilising
- 4.11 Fruit Trees

4.0 SPECIMEN TREES

4.1 SAFETY INSPECTION & REMEDIAL WORK TO MATURE/SEMI-MATURE TREES

Frequency: Immediate inspection and every three years (in the Spring)
Method: All existing mature/semi-mature trees to be inspected by a qualified arboriculturalist to determine safety and avoidance of vehicular sight-lines and CCTV cameras; and production of a report with recommendations to be submitted to the client, who will order any remedial works to be carried out as deemed necessary,

4.2 WEED KILLER TO TREE BASES

Frequency: Once a month during the growing season
Repeat application as necessary.
Method: Apply Glyphosate or similar approved herbicide to maintain a 500mm radius bare patch of soil with a neat edge at the base of each tree planted in grass. Dead grass and/or weeds are to be removed

During the winter months, Propyzamide may be necessary to control couch and other pernicious weeds (this will be at the discretion of the Client). All sprayers must be fitted with effective guards to prevent spray drift.

4.3 PRUNING

Frequency: As necessary
Method: By hand
Amount: To remove any dead, diseased or damaged branches; also side growths and suckers at the base of the tree.

Prune back any overhanging tree that inhibits pedestrian or vehicular access on footpaths or roads.

Refer to the pruning guide in Section 9.0

4.4 DISEASE CONTROL

Frequency: As necessary or as directed.
Method: Spray or dust
Type: Approved insecticide/fungicide
Amount: As manufacturer's instructions.

NB. Fireblight: affected plants should have infected shoots cut out or be removed in their entirety if badly infected. All infected material should be burned and tools disinfected immediately prior to further use. There is no chemical control.

4.5 SUPPORTS

Frequency: Check quarterly and after strong winds.
Method: Adjust ties and re-firm or replace posts as necessary. Re-firm trees, particularly after frost. Replace if necessary.
Type: To comply with the ahLA specification.

4.6 REPLACEMENT TREES

Comply with the ahLA specification and apply fertiliser and regular water.

4.7 SUPPORTS & WATERING STATIONS

Frequency: Throughout contract, as necessary.
Method: Check supports are firm and upright and ensure watering stations are not blocked.

4.8 IVY ON TREE TRUNKS

Frequency: As necessary.

Method: For specimen trees, street trees or any tree within a shrub area, remove the ivy off the tree trunk, by hand.

4.9 WATERING

Frequency: As necessary.

Method: The following amounts should be applied to each tree watering station.

SS, HS and EHS tree	30 ltr/plant
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During drought conditions, if emergency legislation is imposed restricting the use of water, the Contractor is to inform the Landscape Architect without delay and ascertain the availability and additional cost of second class water from an approved sewage works, delivered to site and applied as specified above.

4.10 FERTILISING

Frequency: Each Spring

Method: All trees are to receive 'Enmag' fertiliser, applied to the base of each tree at the following rates:

EHS trees	200gms/plant
Standard and Heavy Standard trees	100gms/plant

4.11 FRUIT TREES

Frequency: Late Winter/Early Spring

Method: Apply a 1m dia circle of 75-100mm depth of well rotted compost as a thick mulch to all fruit trees. To prevent this being spread by birds create a circular bed around the base of each fruit tree.

Feed in late winter / early spring with a potassium rich general fertiliser – spread over whole root zone (roughly from tree trunk to edge of canopy of tree) while ground is damp.

5.0 NATIVE PLANTINGS

- 5.1 Weeding
- 5.2 Pruning
- 5.3 Disease control
- 5.4 Protection
- 5.5 Replacement plants

5.0 NATIVE PLANTINGS

5.1 WEEDING

Frequency: Late spring when weeds are growing well and under suitable weather conditions. Repeat application as necessary.
Method: Apply Glyphosate or similar approved herbicide to maintain a weed free 300mm radius circle at the base of each whip/transplant. (The wildflowers planted under the native plantings is to be retained - avoid any disturbance.)

Weeds growing up adjacent to or amongst the plants are to be removed by hand, so as not to jeopardise the survival of the planting.

During the winter months, Propyzamide may be necessary to control couch and other pernicious weeds (this will be at the discretion of the Client).

All sprayers must be fitted with effective guards to prevent spray drift.

5.2 PRUNING

Frequency: As necessary
Method: By hand
Amount: To remove any dead, diseased or damaged branches; also side growths and suckers at the base of the tree.

5.3 DISEASE CONTROL

Frequency: As necessary or a directed.
Method: Spray or dust
Type: Approved insecticide/fungicide
Amount: As manufacturer's instructions.

NB. Fireblight: affected plants should have infected shoots cut out or be removed in their entirety if badly infected. All infected material should be burned and tools disinfected immediately prior to further use. There is no chemical control.

5.4 PROTECTION

Method: Replace/re-set rabbit guards as necessary, if specified.
Type: As original specification.

5.5 REPLACEMENT PLANTS

Comply with original specification/construction drawings.

6.0 MARGINALS/AQUATICS

- 6.1 Weeding
- 6.2 Expansion
- 6.3 Contraction
- 6.4 Removing flower heads
- 6.5 Replacement plants

6.0 MARGINALS/AQUATICS

Restrict work to avoid disturbance of wildlife particularly during the spring breeding season. Do not allow maintenance operations to take place between April and September.

Some actions required may necessitate the use of a boat or physical immersion in pond water. Prior to this a risk assessment must be carried out and safe working method agreed. All personnel must have appropriate PPE and this must be used.

Collect and remove all litter and flotsam at all visits and when directed.

No more than a third of all marginal or aquatic vegetation should be removed at one time.

6.1 WEEDING/CULTIVATION

Frequency: As necessary to maintain weed free areas of aquatic plants at all times.
Method: Remove by hand. Do not use residual weedkillers near water. Avoid disturbance to any Wetland Wildflower seeded areas

6.2 EXPANSION

Frequency: Most plants: Every Spring
Irises: after flowering in late Summer
Method: Divide large clumps, cut-off & discard side branches and woody stems, and re-plant in cultivated lake bed at correct depth close-by.

6.3 CONTRACTION

Frequency: Every Autumn
Species: Juncus
Method: Dig-out areas of reeds and rushes that are crowding-out other species or have invaded areas beyond those shown on the drawings.

6.4 REMOVING FLOWER HEADS

Frequency: Early Summer (if necessary)
Species: Juncus
Method: If seed heads are looking exceedingly messy they can be cut back by hand.

6.5 REPLACEMENT PLANTS

Comply with original specification/construction drawings.

7.0 GENERAL SITE ACTIVITIES

- 7.1 Leaf collection
- 7.2 Pest control
- 7.3 Site scavenge/litter collection
- 7.4 Sweeping roads and paved areas
- 7.5 Fly-tip Disposal

7.0 GENERAL SITE ACTIVITIES

7.1 LEAF COLLECTION

Frequency: As necessary
Method: Fallen leaves are to be collected in autumn from all shrub planting areas and high grade grass areas in order to maintain a tidy appearance on site at all times.

7.2 PEST CONTROL

Frequency: Quarterly (or when infill plants have been initially planted)
Method: Check for signs of geese, deer, rodent or mole damage and report to Client if necessary.

(An annual arrangement for culling may be required)

7.3 SITE SCAVENGE/LITTER COLLECTION

Frequency: Weekly
Method: The scavenge is to consist of the removal to the Contractor's tip of all litter and extraneous rubbish which the Client considers detrimental to the appearance of the site.

7.4 SWEEPING ROADS AND PAVED AREAS

Frequency: Sweep roads twice monthly
Sweep footpaths and paved areas monthly
Method: Ensure all roads and paved areas are cleared of dust and dirt, fallen leaves and other materials by sweeping clean and washing-down. Utilise motorised plant or hand-held tools appropriate to the extent of the area and the available access. Remove arisings to tip.

Fallen fruit should be collected up from footpaths and other hard surfacing to prevent it becoming a slip hazard.

7.5 FLY-TIP DISPOSAL

Frequency: As required
Method: Report any fly-tipping to the client immediately. Seek and act upon instruction from the client to remove material from site to an official waste disposal site

8.0 MAINTENANCE OF SITE FABRIC

- 8.1 Weeding of footpaths and paved areas/hard surfaces
- 8.2 Paving materials
- 8.3 Ice, snow and spillage clearance
- 8.4 Gully cleaning
- 8.5 Fences, Gates and Bollards
- 8.6 Benches, Signs and Lifebuoys
- 8.7 Rabbit proof fencing
- 8.8 Lake maintenance

8.0 MAINTENANCE OF SITE FABRIC

8.1 WEEDING OF FOOTPATHS AND PAVED AREAS/HARD SURFACES

Frequency: Annually in the Spring
Method: Apply Glyphosate-based weedkiller to all grass/weeds in paths/paved areas/hard surfaces/footpaths, allow to act (five days subject to moisture); then remove dead top-growth from site to tip. Treat moss areas with a boiling water bowser or similar approved method where it is likely to cause a slipping hazard, and remove when dead

8.2 PAVING MATERIALS

Frequency: Annually
Method: Inspect all paved areas/hard surfaces/footpaths, edgings and kerbs, gully gratings and manholes, for damage from tree roots or subsidence and excessive wear, and report findings to Client. Make safe or add temporary warnings as necessary to avoid accidents to footway- or road-users, until permanent repair can be arranged

8.3 ICE, SNOW AND SPILLAGE CLEARANCE

Frequency: In the event of forecast ice/snow/spillages on paved surfaces
Method: Agree location on site with client/agent for storage. Maintain store of white salt grit/sand; arrange gritting of all roads and footways in anticipation of frost/snow; and ensure rapid response to making safe & clearing-up road spillages.

8.4 GULLY CLEANING

Frequency: Twice-annually in Spring and late Autumn
Method: Employ a purpose-built truck-mounted mechanical gully-cleaning pump with integral pipe and tank. Discharge all waste at an approved tip. Clear away any large objects by hand & unblock any clogged inlet and outlet pipes (including the grassed ditch) to ensure efficient working.

8.5 FENCES, GATES AND BOLLARDS

Frequency: Quarterly
Method: Check all posts, panels, wires and fittings to all fences, gates and bollards (if applicable and report faults to the client immediately. Upright posts, tighten wires and carry out repairs/staining as instructed.

8.6 BENCH SEATS, SIGNS AND LIFEBOUYS

Frequency: Monthly
Method: Wipe signs and benches clean. Report to client on any damages or missing items. Retrieve and replace Lifebuoys onto stands.

8.7 RABBIT PROOF FENCING

Frequency: Weekly during main season of damage (winter); monthly through remainder of the year.
Method: Check all fences and report faults to the Client immediately. Carry out repairs immediately upon instruction.

8.8 LAKE MAINTENANCE

Frequency: As necessary, but at least twice yearly.
Method: Remove all accumulated rubbish from the banks, beaches and shoreline, and algae, leaves and litter from the water of the lakes/ponds shown on the drawings, and ensure all inlets and outlets are clear and functioning well. Check shoreline erosion-protection matting and peg down where necessary. Report any incidences of flooding, build-up of silt and bank erosion to the Client.
Inspect headwalls for damage etc.

9.0 PRUNING GUIDE

- 9.1 Shrubs etc
- 9.2 Herbaceous, Ferns, Grasses & Perennials
- 9.3 Bulbs and Plugs
- 9.4 Hedges

9.0 PRUNING GUIDE

All plants are to be pruned/trimmed to respect their normal form, shape and habit, and at a time of year after flowering and in accordance with good horticultural practice.

Vegetation management will be undertaken outside of the bird nesting period. Where this is not possible, management that must be carried out within the nesting season (March – August inclusive) will be subject to a pre-clearance bird survey. If an active nest is found no works will be carried out within 5 m of the identified nest until the young have fledged and are no longer returning to the nesting site. Works will only recommence once a suitably qualified ecologist has declared the nest to be no longer in use.

(The following is a comprehensive guide to accompany Planning drawings. When the Detailed Planting drawings are developed, most species from the following lists will be excluded).

9.1 SHRUBS etc

<i>Hedera hibernica</i>	Prune excessively long runners that invade neighbouring shrubs/grass/pavings in summer
<i>Lavandula angustifolia</i>	Remove dead flower stems and lightly trim plants in late summer. Straggly plants cut hard back in March/April
<i>Rubus</i> 'Benenden'	Cut back flowered growth to strong young shoots lower down. Each year cut out up to 20 percent of ageing stems to near the base
<i>Syringa meyeri</i> 'Palabin'	Prune lightly immediately after flowering

9.2 HERBACEOUS, FERNS, GRASSES & PERENNIALS

<i>Carex pendula</i>	Comb out dead and winter damaged leaves in early
<i>Caryopteris x clandonensis</i> 'Pink Perfection'	Cut back hard each spring, to within 2 leaf buds of old growth. Weak stems should be cut back to the base. There maybe some dieback in cold winters, cut back to the base in spring
<i>Fragaria vesca</i>	No regular pruning required
<i>Geranium</i> 'Brookside'	Cut back old flowering stems almost to the ground to encourage new compact growth
<i>Knautia arvensis</i>	Dead head to prolong flowering cut back stems in autumn or spring just before new growth appears
<i>Melissa officinalis</i>	Cut back hard after flowering
<i>Primula vulgaris</i>	No regular pruning required
<i>Salvia</i> 'East Friesland'	In February remove all frosted growths from plants
<i>Stachys lanata</i> 'Big Ears'	No regular pruning required
<i>Thymus vulgaris</i>	Deadhead after flowering
<i>Verbena boniariensis</i>	No regular pruning required

9.3 BULBS AND PLUGS

<i>Crocus</i> sp	No maintenance required; cut down only when leaves have died down/ turned yellow
<i>Galanthus nivalis</i>	No maintenance required; cut down only when leaves have died down/ turned yellow
<i>Hyacinthoides</i> sp	No maintenance required; cut down only when leaves have died down/ turned yellow
<i>Primula</i> sp	No maintenance required

9.4 HEDGES

9.4.1 Ornamental Native Hedges

Frequency:	Twice yearly (outside of the bird nesting season)
Method:	Prune all long/leggy shoots back to main line of hedge.

Form and maintain a regular hedge profile section approx 1.0m wide by 1.8m height to an even line and level, with sides sloping inwards towards the top. The height of the hedging in front of the signage wall is to be kept to a height below the signage.

9.4.2 Mixed Native Hedge (mnh)

In the first spring after planting trim all lateral branches back by 50%. Prune damaged, diseased or dead wood immediately after first leaf break. Follow with a light trim every second or third year, allowing the hedge to increase in size each time. Maintain hedge at 1.8m high.

Replace dead, dying or damaged stock with the same species as soon as practicable in the first planting season following failure.

In the spring and after severe frosts and winds firm in around the base of each plant.

If rabbit guards are used: check regularly that they are sound and secure and replace as necessary, if rabbit-proof fenced, check fencing for holes.

Maintain a metre wide strip underneath in a weed free condition for at least three years, to reduce competition from grass and weeds for moisture and nutrients.

10.0 HABITAT MANAGEMENT

- 10.1 Native Plantings
- 10.2 Wildflower establishment
- 10.3 Aquatic habitats

10.0 HABITAT MANAGEMENT

For details of long term maintenance of existing trees refer to the Arborist's report.

For details of maintenance for hibernacula, bee posts, bird boxes and bat boxes refer to the Ecologist's report.

10.1 NATIVE PLANTINGS

10.1.1 Mixed Native Plantings (mnp)

Ultimate result: To create a woodland habitat with a wide variety of species. A wildflower understorey is to be maintained underneath a randomly spaced matrix of layers of vegetation.

10.1.2 Mixed Native Shrub Plantings (mnsp)

Method: Cut back shrubs heights by half every 2-5 years
Coppice Cornus, Coryllus, Sambucus and Viburnum opulus in rotation on a 5-yearly cycle in late winter/early spring.

Ultimate result: A low-medium height dense shrub edge tidying up the frontage of seemingly random plantings behind.

10.2 WILDFLOWER ESTABLISHMENT

As seed mixes vary greatly in their compositions we recommend maintaining each to the manufacturer's instructions, the following is a general guide:

The number and timing of cuts required each year will depend on soil fertility (how fast the grass grows). More cuts will be needed on sites with fertile soil but low profile sites on poor soils need less mowing. If proposed underneath woodland plants do not mow, but use a strimmer.

YEAR ONE

Meadow mixtures are composed mainly of perennial species which take at least a full year to establish.

For new sowings on bare soil the first summer will be dominated by a flush of annual weeds arising from the soil seed bank and by grass growth. This annual growth should be controlled by mowing throughout the first year to minimise competition and weed seed production. Cutting should be frequent enough to disperse the cuttings, or if less frequent remove the cuttings.

Where cornfield annuals are sown with a meadow mixture as a nurse crop cutting must be delayed until after flowering. Do not, however, wait for the annuals to set seed, and if the growth begins to collapse cut and remove as soon as possible or the perennial development will be compromised. Once the annual cornfield nurse is cut back in July/ August and the cuttings removed, the sown meadow species will be revealed as small green plants, separated by bare ground. These seedlings will then fill out using the light and space provided.

Mow regularly to a height of 40-60cm throughout the first year of establishment to remove annual weeds. Collect and remove arisings from site.

YEAR TWO onwards

Summer cut

Leave the meadow uncut until mid summer. Cut the growth to a height of 40-75mm using suitable machinery. Leave the cut grass on site to dry, turning it to assist drying and disperse. The dried 'hay' should be removed within 7 days of cutting.

To maintain maximum diversity and flowering interest mow the meadow in sections at different times from late June to the end of August. Do not cut meadows in May or early June

to avoid disturbing nesting birds. The main mowing season is July. To maintain flowering interest and balance hay cutting to be completed by the end of August. Parts of the meadow may be left occasionally (one year in three in rotation) into September so that late flowering species can seed. Leave some patches or edges uncut through winter to provide winter refuge for insects.

Autumn cutting

After the main cut, mowing once during late summer and again in autumn. Removing excessive grass growth and encouraging flowers. Mow with a rotary flail or other suitable mower to 40 - 75mm. Ideally cut at least twice from the time the hay is removed to the end of November, aiming to leave the grass short through winter. The amount of mowing required will again depend on the fertility of the site; areas can be mown regularly (weekly) if a more tidy appearance is wanted. If any cut produces significant quantities of material this should be removed otherwise allow annuals to set their seed.

Spring cutting

Spring cutting to remove the first flush of grass can produce a later flowering meadow that is shorter, more open and less prone to collapse. Spring cutting or grazing is particularly useful on more fertile soils and in the early years of newly sown grassland; on settled infertile sites this may be unnecessary. The need to mow can be assessed by the amount and type of growth in the spring. Mow with a rotary, flail or other suitable mower to 40-75mm. For meadow grassland mow around Easter, and no later than the first week in May. For short flowering turf and pasture grassland, regular mowing or grazing may continue into June provided the grass is kept short enough to discourage use by nesting birds.

Weed control

On most soils there will be some initial problems with perennial weeds. Most grassland weeds such as docks and thistles are suppressed by the annual hay cut in July and will gradually decline with good management. Low level weed populations may be spot sprayed with a herbicide, or pulled (eg ragwort). Selective herbicides are only worth using as a last resort for serious infestations as they will result in the loss of many wild flower species.

10.2.1 Wildgrass Meadow areas

Strim long grass areas on a rolling programme – a third of the total area once every year as directed by the Landscape Architect. This is to control scrub development within conservation areas – do not cut below 150mm in height. Cut no more than a third of total area in any one year.

Leave arisings to dry out and drop seed. Then remove to habitat heaps within adjacent woodland areas or the nearest composting location.

10.3 AQUATIC HABITATS

- Max vegetation coverage should be 60% with 40% open water if this is exceeded then remove vegetation within the pond. Start clearance from centre of pond working back towards edge – always leaving a 1.5m wide rim of existing vegetation as a minimum along shore;
- Clear a maximum of 1/3rd of aquatic and marginal vegetation in any one year if necessary to control spread of invasive species such as *Phragmites australis*;
- All arisings from pond dredging to be left on bank side in agreed location to form habitat piles – these must not block access routes to pond edges.

11.0 APPENDICES

- 11.1 Area to be Maintained
- 11.2 Dangerous Plant List
- 11.3 Resources

11.1 AREA TO BE MAINTAINED



11.2 DANGEROUS PLANT LIST

Botanical name	Common name	Hazard
Aesculus	Horse Chestnut	Somewhat poisonous
Aquilegia	Columbine	Somewhat poisonous
Berberis	Barberry	Thorns
Chaenomeles	Quince	Thorns
Crataegus	Hawthorn	Thorns
Daphne	Daphne	Poisonous, skin irritant
Digitalis	Foxglove	Poisonous
Euonymus	Spindle tree	Somewhat poisonous
Euphorbia	Spurge	Poisonous, skin and eye irritant
Hedera	Ivy	Somewhat poisonous, skin irritant
Helleborus	Hellebore	Somewhat poisonous, skin irritant
Ilex	Holly	Spiny leaves
Iris	Iris	Somewhat poisonous, skin irritant
Juniperus	Juniper	Poisonous
Ligustrum	Privet	Somewhat poisonous
Malus	Crab apple	Thorns
Narcissus	Daffodil	Somewhat poisonous, skin irritant
Prunus laurocerasus	Laurel	Somewhat poisonous
Prunus spinosa	Blackthorn	Thorns
Pyracantha	Firethorn	Thorns
Rosa	Rose	Thorns
Rubus	Bramble	Thorns
Taxus	Yew	Somewhat poisonous
Wisteria		Somewhat poisonous

NB: This list is by no means exhaustive and individual species proposed must be researched by the Handler and Contractor

- Where a plant is considered poisonous, gloves should be worn and care should be taken during handling to avoid touching the face, particularly around the mouth.
- Wash hands immediately after handling and always before eating/drinking/smoking.
- Where a plant is considered irritant, gloves should be worn and care should be taken during handling to avoid the plant coming into contact with exposed skin.
- Wash hands immediately after handling and always before eating/drinking/smoking.
- Care should be taken when handling thorny plants to avoid cuts and scratches, particularly to the eyes.

(Drawn up from The Royal Horticultural Society's list on plant hazards (1995) and other sources).

11.3 RESOURCES

Biosecurity:

<http://www.forestry.gov.uk/biosecurity>

Chalara / Ash Dieback

<http://www.forestry.gov.uk/chalara>

Ragwort

<https://www.gov.uk/guidance/manage-weeds-in-grassland#how-to-manage-weeds-in-grassland>

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/801153/code-of-practice-on-how-to-prevent-the-spread-of-ragwort.pdf

Other notifiable weeds

<https://www.gov.uk/guidance/prevent-the-spread-of-harmful-invasive-and-non-native-plants>

Pesticides

<https://www.hse.gov.uk/pesticides/about-pesticides.htm>