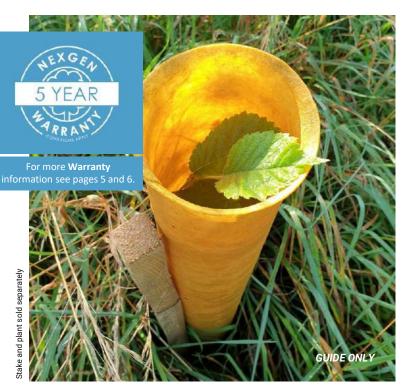




# **NexGen Tree Shelter Introduction**







100% biodegradable protection for young trees, nurturing healthy growth, leaving only a positive environmental legacy.

NexGen tree shelters can help you replace the use of plastic tree shelters and nylon cable ties with a viable, environmentally friendly alternative, that includes a 5 year warranty.

The man behind the innovation is Gary Hurlstone, whose father Graham invented the Tubex Tree Shelter in the mid 1980's. Gary took his father's 35 year old design and set out to deliver a range of protection that performs at least as well, whilst being environmentally friendly and cost effective.

The tree shelters are made from a special mix of British wool, a biodegradable polyol (made from ethically sourced cashew nutshell liquid and castor oil), and an innovative biodegradable custom polymer.







At its heart is a simple concept that has taken four years of extensive research and development, working with foresters, landowners and industry experts, to deliver the next generation in tree shelters.

Scientifically proven as 100% biodegradable this is a tree shelter that delivers the perfect environment for young tree plants to thrive in, without harming the environment.

#### **Benefits**

- Protects from browsing animals and creates a microclimate to promote healthy growth
- Easy installation with pre-fitted releasable metal ties
- 100% biodegradable no need for collection & recycling

#### Installation

Plant bare root or cell grown plant and insert stake next to plant. Install tube over plant, gently pushing into ground and tighten pre-fitted metal tie around stake. See installation diagrams (pg 4) for more information.

#### **Specifications:**

Dimensions	
Height m	
Diameter mm	
Number of metal ties	
Type of ties	
Length of metal tie mm (inch)	
Height of top tie from ground mm	
Height of bottom tie from ground mm	
Average weight/tube g	

NexGen Biodegradable Tree Shelter				
0.6	0.75	1.2 1.5		1.8
70-110	70-110	70-110	70-110	70-110
1	2	2	2	2
Releasable	Releasable	Releasable	Releasable	Releasable
tbc	tbc	tbc	tbc	tbc
400	500	825	1125	1330
na	400	400	400 400	
tbc	tbc	tbc	tbc	tbc

Packaging	
Nest	
Bundle	
Bag or strap banded	

NexGen Biodegradable Tree Shelter				
5	5	5	5	5
50	50	50	50	50
Recyclable	Recyclable	Recyclable	Recyclable	Recyclable
strap(s) &	strap(s) &	strap(s) &	strap(s) &	strap(s) &
compostable	compostable	compostable	compostable	compostable
bag	bag	bag	bag	bag

Material	FOI All Sizes
Tube	British wool + biodegradable polyols
Tie Tie	Metal
Tube colour	Natural
Service life	Minimum 5 years
Biodegradable	Yes
End of life	Leave tube and tie in situ
Recycling options	Recyclable strapping (cardboard)  Compostable outer bag
Recommended support	Stake
Recommended tools	Mallet (for knocking in stakes) Gloves

BHT make every attempt to ensure the information given in this guide is accurate, however it is provided as a guide only and BHT can accept no liability for its use or suitability





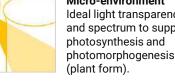
## **NexGen Tree Shelter** Features & Benefits

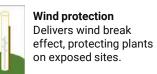
#### **Plant Welfare**



Animal protection Protects young plants from bark-stripping and browsing animals.

## Micro-environment Ideal light transparency and spectrum to support photosynthesis and









Herbicide protection Ties are 40cm from the bottom of the tube to prevent herbicides and pesticides getting inside the shelter.



Tree acclimatisation Carefully positioned holes help the young tree acclimatise and allow air to circulate.



Auto tree release The shelter biodegrades to allow the tree to break free, avoiding strangulation.

#### Lifespan



5 years protection Confirmed by independent weathering certification\* (depending on location, tree canopy, soil & microbes).



Smooth surface deters rubbing Animals can damage shelters when used as a rubbing post.



**Natural** colour The colour changes over time blending into the natural environment with no loss of performance.



Supports biodiversity Over time, mosses and lichens grow on the shelters, supporting a rich biodiversity.



No impact on environment Breaks down as H2O, CO2 and nitrogen, becoming a form of 'bug food'.



pH and ecotoxity neutral Does not change soil pH levels when breaking down.



100% biodegradable Because of the materials used, the NexGen range is 100% biodegradable.

#### Installation



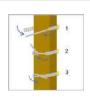
Strapped and bagged Bundled using compostable bags and recyclable strapping, for ease of transport and handling.



Nested For ease of movement around site.



Corkscrew spine Delivers strength and longitudinal rigidity, meaning it can be pushed into the soil, discouraging burrowing animals.



Releasable metal tie Quick fastening with a fold over metal tie which will degrade over time and can be unfolded and refolded for beating up.



No removal needed Save money - no collection or recycling needed.

\* "After extensive testing Impact Solutions can confirm that the NexGen unique combination of materials will biodegrade. At around 5 years the tree shelters will start to break down resulting in neutral pH and ecotoxicity, and will become food for microorganisms."

Steven Burns Impact Solutions, Scotland





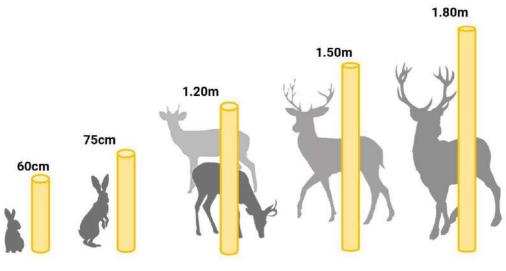
# NexGen Tree Shelter Range Choices

### Height

Identify which damaging agent (animal) you wish to protect your plants from.

This will influence the height of your protection and the wooden stake to support it.

Depending on the height selected, Tree Shelters can help protect against voles, rabbits, hare and deer.



Protecting against	Vole	Rabbit	Hare	Muntjac / Roe Deer	Fallow Deer	Red Deer
Minimum height of tube for protection	20cm	60cm	75cm	1.20m	1.50m	1.80m
Height of supporting stake*	Not required	75 or 90cm	90cm	1.20m or 1.35m	1.50m	1.80m

<sup>\*</sup> It is advisable to use a longer stake for sandier, lighter soils.

NexGen Tree Shelter Available Sizes



#### **Diameter Types**

Tubes are nested (one inside the other), to save space and time when moving plant protection around a site.

Diameters describe the range of diameters you will find in a nest of tubes, from the smallest to the largest.

NexGen Tree Shelter tube diameters range from 70mm up to 110mm in a nest and are suitable for slim to medium plants (ie not shrubs).





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# **NexGen Tree Shelter Installation**

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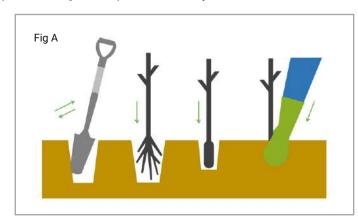
#### **PLANT**

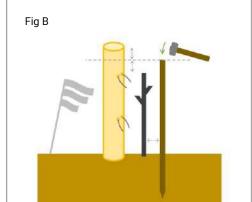
Planting bare root or cell grown plants is a straightforward task, however, do not attempt to plant if the ground is frozen or waterlogged. Find a suitable position for your plants, bearing in mind future growth and potential height and spread at maturity.

Bare rooted or cell grown plants can be 'notch' planted in 3 steps (Fig A):

- Begin by inserting the blade of a spade into the ground. Push the spade handle away from you and then bring it back towards you. Once you remove the spade, you will see that you have created a cavity or 'notch' in the ground.
- For bare root place the plant roots within the cavity and shake to
  ensure that all of the roots are in the cavity and pointing downwards.
   For cell grown place the cell gently into the ground. Ensure the top
  of the plug (the soil surrounding the roots) is positioned at 2 to 4cm
  below the surface to avoid drying out.
- Fill the cavity with soil. Use your heel to firm the soil around the plant to remove any air pockets. Once planted, give them a good water if practical to do so.

You are now ready to install your support and protection.





**Tip**: Stand the shelter next to the plant whilst you are knocking in the stake to see how far to insert it.

#### **SUPPORT**

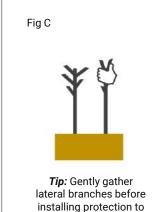
- After planting, position the tube on the windward side if there are strong prevailing winds (Fig B), and the stake between 2cm to 5cm from the base of the plant.
- Hammer the stake into the ground with a stake driver or mallet (ideally knocking 1/3 of its height into the ground). Ensure it is vertical (particularly important on sloping ground). The top of the stake should be below the top rim of the shelter and above the top tie wrap.

Tip: The supporting stake should be at least 15cm taller than the height of the guard. For example, use a 75 or 90cm stake for a 60cm guard.

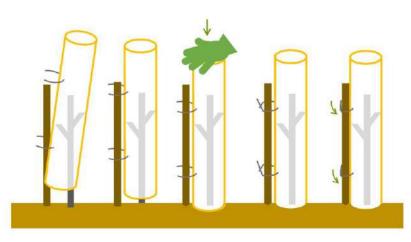
This ensures there is support high enough up the guard after the stake has been hammered into the ground.

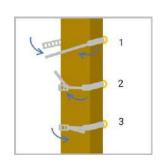
#### **PROTECT**

- 1. Position the shelter over the tree (Fig C), making sure not to damage any lateral branches, positioning the releasable metal ties either side of the stake.
- 2. Push the shelter into the ground 1cm to 2cm. This forms a safe herbicide barrier and deters vermin from burrowing under the shelter.
- 3. Fold the metal tie around the stake and feed one end through the pre-cut slots, ensuring the rube is pulled snugly against the stake. Then fold the end of the metal tie over.
- 4. For beating up, unfold the metal tie, then refold once weeding is complete.



ensure no damage.







#### 1 WARRANTY AND APPLICATION OF WARRANTY

- 1.1 Subject to the terms and conditions of this Warranty Schedule and of the NexGen Conditions of Sale, NexGen warrants that the base material used to manufacture each [NexGen Tree Shelter] shall, for a period of five (5) years from the date of installation of each NexGen Tree Shelter (the Warranty Period), continue to function in accordance with the specification provided by NexGen.
- 1.2 The Warranty in clause 1.1 above applies only to NexGen Tree Shelters installed by (or on behalf of) the Buyer at sites in the United Kingdom between 1 October 2022 and 31 May 2023.

#### 2 CONDITIONS

The Warranty in clause 1.1 is conditional upon and shall only apply if the Buyer:

- 2.1 installs each NexGen Tree Shelter:
- 2.1.1 at the relevant site within one (1) month of Delivery;
- 2.1.2 in accordance with good forestry practice (viewed in NexGen's reasonable opinion), with particular attention paid to the strength and durability of the stake and the orientation of the stake in relation to prevailing winds; and
- 2.1.3 such that the base of the NexGen Tree Shelter is pushed into the ground by at least 1 inch to prevent accidental ingress of herbicide and to discourage voles/mice from entering the NexGen Tree Shelter;
- 2.2 ensures that any hand and mechanical processes (including, without limit, weeding) are only carried out where blades/strimmer cords are prevented from coming into contact with the base of the NexGen Tree Shelter; and
- 2.3 ensures that, in placing its order for the NexGen Tree Shelters, it selects the correct height NexGen Tree Shelter as may be applicable for potential browsing animals at the installation site.

#### 3 EXCLUSIONS

NexGen will not be deemed to be in breach of the Warranty in clause 1.1 if the base material used to manufacture each [NexGen Tree Shelter] does not, during the Warranty Period, function in accordance with the specification provided by NexGen as a result of:

- 3.1 damage caused by:
- 3.1.1 physical processes undertaken by the Buyer, such as mechanical weeding;
- 3.1.2 animal activity, including deer fraying, sheep rubbing etc:
- 3.1.3 a failure by the Buyer to comply with clause 2 of this Warranty Schedule;
- 3.1.4 freak weather conditions, such as violent storms/floods, heavy snow, landslips, fire etc;
- 3.1.5 subjecting the relevant NexGen Tree Shelters to unusual physical stress, site conditions or ground stability (viewed in NexGen's reasonable opinion);
- 3.1.6 the operation of any equipment or other plant items of the Buyer; or
- 3.1.7 accidental or deliberate destruction of or damage to the relevant NexGen Tree Shelters;
- 3.2 any use by the Buyer or a third party of the NexGen Tree Shelters other than for the purpose for which they were intended, or any act or omission of the Buyer or any third party or failure to follow the instructions of NexGen;
- 3.3 any modification, adjustment or repair to the relevant NexGen Tree Shelters made by the Buyer or a third party without the written consent of NexGen; or
- 3.4 any reuse or repurposing of NexGen Tree Shelters after their initial deployment.

#### 4 REMEDY FOR BREACH OF WARRANTY

- 4.1 Any and all claims by the Buyer for a breach of the Warranty in clause 1.1 (each a Warranty Claim) shall be made strictly in accordance with this clause 4 and NexGen shall not be liable for any other claims made by the Buyer in connection with or arising out of the Warranty.
- 4.2 In the event that, within the Warranty Period, the Buyer considers that more than 10% of the NexGen Tree Shelters installed by the Buyer on any one site fail to comply with the Warranty in clause 1.1, then the Buyer shall notify NexGen as soon as it becomes aware of the same and provide reasonable evidence in connection therewith.
- 4.3 NexGen shall reasonably consider the relevant issues in a timely manner and shall confirm to the Buyer whether or not it accepts a Warranty Claim and, if not, the reasons why (along with reasonable accompanying evidence where relevant).



- 4.4 Where NexGen accepts any such Warranty Claim, and subject to the value of sum to be paid by NexGen in connection with the Warranty Claim exceeding a de minimis threshold of £1,000, NexGen shall pay a sum to the Buyer per faulty NexGen Tree Shelter, to cover the cost of a replacement NexGen Tree Shelter, a replacement tree and labour to replant and install the same. Such sums shall be calculated in accordance with a scale published by NexGen from time to time. Any such payment shall be the Buyer's sole and exclusive remedy for the relevant Warranty Claim and NexGen's only liability with respect to a breach of the Warranty in clause 1.1.
- 4.5 In the event that NexGen does not accept a Warranty Claim, NexGen shall be entitled to claim from the Buyer NexGen's reasonable out-of-pocket costs and expenses (including, without limit, time costs and travel and accommodation costs) incurred in connection with investigating the relevant Warranty Claim. NexGen may invoice the Buyer in advance or in arrears for any such costs and the Buyer shall pay the same within 10 days of the date of the invoice.

#### 5 INCORPORATION INTO AGREEMENT

- 5.1 This Warranty Schedule shall be deemed incorporated into and shall form part of the Agreement for the purchase of Goods by the Buyer from NexGen. All defined terms used in this Warranty Schedule shall, save where specifically defined herein, have the meanings given to them in the NexGen Conditions of Sale.
- 5.2 In the event of any conflict between the terms of this Warranty Schedule, the Order Form and/or the Conditions of Sale, the following order of precedence shall apply to determine which conflicting provisions prevail:
- 5.2.1 the Order Form:
- 5.2.2 the Conditions of Sale; and
- 5.2.3 this Warranty Schedule.

NexGen Tree Shelters Limited Last revised September 2022