

JAPANESE KNOTWEED

Remediation Report

Private & Confidential

Japanese Knotweed Ltd

has helped thousands of customers resolve the problem of knotweed.



Knotweed Management Plans for:

CONSTRUCTION PROJECTS
HOUSING DEVELOPMENTS
GROUND REMEDIATION
CHANGE OF LAND USE
COMMERICAL PROPERTY
PRIVATE PROPERTY
CONVEYANCE
MORTGAGES

KNOTWEED MANAGEMENT PLAN

REFERENCE

10565 (JKLE17163)

CLIENT NAME

Highwood Group Ltd

SITE NAME/ADDRESS

North Stoneham Park, Eastleigh, Hampshire, SO50 9HT

Knotweed Management Plan drafted in accordance with the; Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 [2019]' and 'Property Care Association's 'Code of Practice for the Management of Japanese Knotweed, [2018]'

LONDON - MANCHESTER - SOUTHAMPTON -

0333 241 4413

www.japaneseknotweed.co.uk



DUTY OF CARE:

JAPANESE KNOTWEED AND YOUR OBLIGATIONS

This site has been identified as containing Japanese knotweed. Japanese knotweed needs to be handled in a responsible manner to protect the environment, be socially responsible and prevent property risk.

Any works conducted to control or eradicate this invasive weed should be completed in accordance to the Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 [2019]' and 'Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [2018]'.

The spread of Japanese knotweed is governed under the Wildlife and Countryside Act 1981 / Wildlife (Northern Ireland) Order 1985. Part I (Wildlife – Miscellaneous), Section 14, Clause 2 of the Act states: ... if any person plants or otherwise causes to grow in the wild any plant which is included in Part II of Schedule 9, he shall be guilty of an offence. Schedule 9 (animals and plants to which section 14 applies), Part II (Plants) lists Japanese knotweed.

The plant is not cited under any legislation that requires its presence to be notified to either DEFRA (Department for Environment Food and Rural Affairs) or local planning authorities, and neither is it listed under The Weeds Act of 1959.

Under the Environmental Protection Act 1990, Duty of Care Regulations 1991, Japanese knotweed material and those material contaminated with Japanese knotweed must be removed to a licensed landfill site for disposal, accompanied by appropriate Waste Transfer documentation.

A PLAN OF ACTION

The Environment Agency advocate the use of 'Knotweed Management Plans' (KMP) wherever possible on development sites where Japanese knotweed is present. Our KMP's are drafted in accordance with the 'Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [2018]'.

The KMP includes a site inspection and survey of visible Japanese knotweed infestations. The survey records locations and areas and any risks. Proposed usage for the site including any change of land use plans are evaluated to decide on an appropriate course of remediation.

Remedial actions may include in-situ herbicide but where there are plans to disturb areas containing Japanese knotweed the required excavation is excavation. An active or completed KMP should be included with a development sites Operation and Maintenance manual.



**JAPANESE
KNOTWEED
TO BE
IGNORED**

KNOTWEED MANAGEMENT PLAN

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Version 10.1 – 15/07/2020 - JKLE Knotweed Mgmt Plan

1 INTRODUCTION

1.1 CONTACTS

JAPANESE KNOTWEED SPECIALIST DETAILS

**Japanese Knotweed Ltd**

Unit 7 Belbins Business Park, Cupernham Lane, Romsey, Southampton, SO51 7JF

0333 2414 413 Option 1 + 1 | estimating@knotweed.co.uk | japaneseknotweed.co.uk

Sam Clarke | Excavations Sales Manager | sam.clarke@knotweed.co.uk

Matt Ashworth | Excavations Estimator | matt.ashworth@knotweed.co.uk

Japanese Knotweed Ltd is a specialist invasive weed contractor working throughout England, Wales and Scotland for Commercial and Private Clients. We are an affiliated member of the Property Care Association's (PCA), Invasive Weed Control Group (IWCG). Operating since 2010 we are now one of the largest contractors in the industry, completing 196 excavation projects in 2019 and herbicide treating over 5,000 sites that same year.

Our surveyors are industry CSJK qualified, and the company takes its health and safety very seriously. We have 100% CSCS for construction site staff, supervisors are SSSTS qualified and we have in-house CPCS qualified plant operators. Staff are also trained for all equipment they use and activities they undertake. First Aid for all, NPTC for all herbicide technicians, Lanyard and Harness trained and Asbestos awareness training among some of the other safety training.

Excellent ★★★★★ 4.9 out of 5 based on 562 reviews ★ Trustpilot

5-star review, Japanese Knotweed Ltd, 2020:

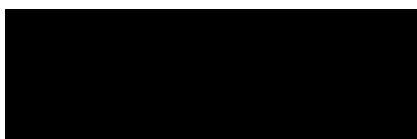
'We used Japanese Knotweed Ltd on a Civil Engineering project to treat a large Japanese Knotweed infestation to make way for a new link road and viaduct. They were very professional to deal with, and they managed the excavation process well. The material was moved to a different area of the site and shaped into a spoil bund for chemical treatment. We found them to be very helpful and the work was competitively priced.'

CLIENT DETAILS

**Highwood Group Ltd**

The Hay Barn, Upper Ashfield Farm, Hoe Lane, Romsey, SO51 9NJ

Dan Jennings



1.2 PLAN OVERVIEW

FULL SITE ADDRESS

North Stoneham Park
Eastleigh
Hampshire
SO50 9HT

DESCRIPTION OF MANAGEMENT PLAN

The management plan should be implemented to control the spread of Japanese knotweed on and out from the site. The plan details the problem and the remedial and management works implemented.

The Plan should be overseen by the Site Manager, and in his absence, his deputy. The Plan, its appendices and revisions shall be kept for future site owners.

The Management Plan should be read in conjunction with the Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [2018]' and Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 [2019]'.

PREVENTING FURTHER SPREAD

Where possible all areas affected by Japanese knotweed should be fenced off and isolated from any activities on site immediately to avoid potential knotweed spread.

The fencing should be erected at least 7 metres (minimum 5m) away from any visible knotweed growth to protect rhizomes close to the surface from disturbance (see Property Care Association's 'Code of Practice for the Management of Japanese Knotweed').

No material is to leave site from the knotweed areas, except as part of specially supervised knotweed treatment works. No new materials should be stored in or adjacent to Japanese knotweed areas.

Where there is a high risk of knotweed infestation from neighbouring land, contact the landowner and agree on a co-ordinated treatment programme.

2 PRE-REMEDIATION SURVEY

We have been instructed to undertake a survey of the above property, to determine to the best of our ability the presence of the non-native invasive plant 'Japanese knotweed', Giant knotweed or hybrid.

The site survey was undertaken by Japanese Knotweed Ltd on **03/11/2020**

2.1 DESCRIPTION OF THE SITE

The site is a large plot of land off Stoneham Lane in Eastleigh, just south of the new residential development at North Stoneham Park. The former industrial / farm buildings have been demolished and the site now consists of scrub vegetation amongst demolition waste with a large area of woodland to the south. The site is generally flat with some mounds of relocated material. The site has been hoarded with an old brick wall forming the west boundary.

See Appendix Report Section 5.2.1 for Image of site layout

2.2 DISTRIBUTION OF JAPANESE KNOTWEED

A thorough walk over of the site was undertaken to identify the presence, locations and extent of Japanese knotweed growth. The survey was undertaken in accordance with current good practice published by the Royal Institute of Chartered Surveyors (RICS, 2012) and the Property Care Association (PCA, 2018).

The areas of Japanese knotweed identified are detailed below:

Japanese knotweed stand JK1: Stand JK1 is a small area of mature growth located to the west boundary wall. The area appears to have been treated by others previously and consists of dead stems amongst other vegetation

Japanese knotweed stand JK2: Stand JK2 is a larger area of mature growth located along the west boundary, north of stand JK1. The area appears to have been treated by others previously and consists of dead stems amongst other vegetation

Japanese knotweed stand JK3: Stand JK3 is another large area of growth located within a bund to the north boundary. This appears to be relocated material following site clearance and demolition. The knotweed has been treated and consists of new growth, dead rhizome and stem material and detached crowns. There is a layer of membrane and stones which may be suppressing further growth.

Japanese knotweed stand JK4: Stand JK4 is another large mature treated area of growth again containing mounded material. The area has been treated and consists of dead stems and minor re-growth.

It should be noted that a wider area may be contaminated than the current visible growth suggests following disturbance and herbicide treatment by others.

Ref	Growth Type	JK Avg. Stem Height	Veg Composition	Proximity to Water (<12m)	Slope / Gradient	Onsite / Offsite	JK Visible Area
JK1	Mature	1-2.5m	JK only	No	Flat	Onsite	5m ²
JK2	Mature	1-2.5m	JK only	No	Flat	Onsite	98m ²
JK3	Mature	1-2.5m	JK only	No	Flat	Onsite	131m ²
JK4	Mature	<1m	JK only	No	Flat	Onsite	71m ²

See below for Site Plan of site showing knotweed distribution

See Appendix Report Section 5.2.3 for Photographs of the Site and Japanese knotweed

IMAGE 1: SITE PLAN OF PROPOSED SITE LAYOUT SHOWING KNOTWEED DISTRIBUTION



KEY

- Subject Property/Site Boundary
- Visible Knotweed (Subject Property)
- 7m Risk Zone *

LIMITATIONS OF SURVEY

The findings of this survey are the result of a visual inspection only and should not be taken as a guarantee that Japanese knotweed, or other types of knotweed, are not present on the site or neighbouring land. The presence of Japanese knotweed can sometimes be concealed by property owners (occupiers) or contractors deliberately or by accident by way of: Physical removal of the plants stems and crowns through grounds maintenance, vegetation clearance or site demolition or by being covered over with turf, hard standing, landscape fabric, ornamental gravel, bark mulch and so on.

*The vast majority of Japanese knotweed's underground rhizome is present under and within 3m of the plants above ground visible growth area. However, some rhizomes can travel much further than this and the 7m zone is safe exclusion zone where any ground disturbance works are not likely to encounter knotweed rhizome.

3 REMEDIATION PROPOSAL

3.1 EVALUATING APPROPRIATE METHODS

DESCRIPTION OF ANY PROPOSED DEVELOPMENT

The proposal is for the construction of a new retirement village consisting of apartments and a care centre with parking and areas of public open space. The woodland to the south of the site will be retained.

Development commencement date	05/09/2022
Development completion dates (including soft & hard landscaping)	17/10/2025

See Appendix Report Section 5.2.2 for Site Plan of Proposed development

See Appendix Report Section 5.4 for Japanese knotweed impact on development objectives

SETTING PRIORITIES

PRIORITY				
ACTIONS				
Isolation / Exclusion				All Japanese knotweed areas to be isolated. Isolation zone should be to at least 7 metres laterally from any visible knotweed growth to ensure rhizomes close to surface are not disturbed.
Monitoring				A scheme for monitoring will be agreed with the Site Manager, who will ultimately be responsible for overseeing the control of Japanese knotweed on site.
Management				This Management Plan will be reviewed on a regular basis and in any case every 12 months from site acquisition to completion of works.
KNOTWEED AREAS				
JK1-JK4				Instant eradication (excavation) – the knotweed area is proposed for disturbance under development.

METHODS OF CONTROL AND ERADICATION

The following table displays a range of Japanese knotweed remediation methods and the feasibility of being deployed in relation to this site and any development plan information we have been provided.

 **Recommended** |  **Feasible*** |  **Not feasible**

*Feasible based on current understanding of the site and proposed change of land use plans, but subject to further investigation.

JAPANESE KNOTWEED REMEDIATION METHOD – SITE SPECIFIC FEASIBILITY CHART

REMEDICATION METHODS		JAPANESE KNOTWEED GROWTH LOCATIONS									
Treatment Type	Disposal Type	1	2	3	4	-	-	-	-	-	-
Full Excavation (total lateral and vertical extent of rhizome within site)	Offsite in Landfill					-	-	-	-	-	-
	Onsite Sifted and Buried					-	-	-	-	-	-
	Onsite Buried as Cell-Burial					-	-	-	-	-	-
	Onsite Relocated for Treatment					-	-	-	-	-	-
Reduced Level Excavation (remaining rhizome contaminated ground is capped with root barrier)	Offsite in Landfill					-	-	-	-	-	-
	Onsite Sifted and Buried					-	-	-	-	-	-
	Onsite Buried as Cell-Burial					-	-	-	-	-	-
	Onsite Relocated for Treatment					-	-	-	-	-	-
Herbicide Treatment Programme*	Left In-Situ					-	-	-	-	-	-

See Appendix Report Section 5.3 for detail on our remediation methods (with 'Pros' and 'Cons' analysis)

*Why is 'Herbicide Treatment' not a feasible remediation strategy where the ground in which the knotweed resides is due for disturbance under development (or any other planned ground disturbance)?

Herbicide application alone can ultimately render the plant unable to produce new growth (sometimes deemed as eradication), but it is unlikely to remove viability from 100% of the plants underground rhizome system. Therefore, disturbance of ground containing herbicide treated knotweed is likely to produce re-growth, even after a successful herbicide programme, which has resulted in no recordable above ground growth.

This is an important note, especially for developers. The Environment Agency deem that any ground containing dead knotweed (even after a specialist has declared eradication following herbicide treatment or sifting), is to be classified as controlled waste if removed from site. This is the same waste classification given to living healthy knotweed material and soils containing live knotweed!

4 RECOMMENDATION FOR REMEDIATION

In consideration of the survey findings and evaluated proposals for the site we provide our remedial recommendations below:

As the Japanese knotweed is going to be disturbed by the development it will need to be excavated. The excavated knotweed waste can be removed from site as controlled waste to a specially licensed landfill. There is currently no option of disposal onsite either by relocation or burial.

A vertical root barrier will be installed to the boundary of the site to prevent future ingress of knotweed from offsite.

We have provided a re-measure price as it is possible that a wider area may be contaminated than the current visible growth suggests following disturbance and herbicide treatment by others.

4.1 PROPOSED / QUOTED METHODS

We have provided quotations for the following methods:

- **Knotweed stands due for disturbance:** JK1 - JK4
 - QUOTE 1: Excavation and Landfill

Remedial works quotations we provided under separated attached cover.

REMEDIAL METHODS FOR AREAS DUE FOR DISTURBANCE

We can undertake the following methods of knotweed remediation (if deemed applicable to your site) to resolve a problem that, if handled the wrong way, can end up being a long-term expensive problem for landowners and developers:

FULL EXCAVATION and CART-AWAY



Where knotweed is present in areas proposed for ground disturbance under change of land use plans or where it is undesirable or impractical to treat knotweed in-situ with herbicide it will need to be excavated. Professionally managed and delivered excavation removes all the knotweed rhizome from the soils of the site. If there is no room on site to retain the waste either as a burial or relocation (for herbicide treatment) it can be removed from site for disposal as controlled waste at specially licensed landfill site. Where rhizome is present beyond the boundary of the site vertical root barrier can be installed to prevent future ingress.

REDUCED LEVEL EXCAVATION and CAPPING



Where ground disturbance to knotweed areas is proposed to be to depth less than the likely vertical extent (depth) of knotweed rhizome, there is an option to complete a reduced level excavation. Once excavation of all rhizome has been completed to an agreed depth (i.e. construction formation levels) a specialist horizontal root barrier is installed to cap remaining rhizome contaminated ground beneath and prevent it growing up into the site. Where it is not possible to bury or relocate excavation knotweed waste it will be removed to landfill. Vertically installed root barriers will be placed to site boundaries where knotweed rhizome is present in the neighbouring property.

EXCAVATION and CELL-BURIAL



On site burial of Japanese knotweed provides a sustainable remediation process, which is applicable for 'Land Remediation Tax Relief' by the client. Where there is suitable space onsite under proposed soft or hard landscaping areas (including car parks, subject to structural engineering compaction of the buried waste) burial of knotweed can be considered. The burial needs to be conducted so that the knotweed waste is encapsulated in root barrier forming a cell, with the top of the cell residing 2m below finished ground levels. Where rhizome is present beyond the boundary of the site vertical root barrier can be installed to prevent future ingress.

EXCAVATION and RELOCATION



Space permitting knotweed can be excavated from an area of the site due for disturbance, or where it is deemed undesirable, and relocated to an area where it is acceptable to have it long term under a herbicide treatment programme. This on-site treatment of Japanese knotweed provides a sustainable remediation process, which is applicable for 'Land Remediation Tax Relief' by the client. The knotweed can either be relocated to reside at ground height (by creating and filling a cutting) or as a formed stockpile/bund. These would normally be positioned to an area of public open space (i.e. a park or boundaries to playing fields).

EXCAVATION and CRUSH/SIFT



In some situations, knotweed can be excavated and subject to ground conditions encountered the soils containing knotweed rhizome passed through a sifter/crusher. The process smashes up and fragments the knotweed into very tiny pieces so that any growth which were to come from them (the pass-through spoil) would be weak and unsubstantial. Where there is suitable space onsite, and mainly in situations where fill and raising of levels is required the sifted knotweed spoil and be buried on site under compaction and capped with a specialist geo-synthetic membrane, with the sifting and capping both ensuring there is no recurrence of growth. Where rhizome is present beyond the boundary vertical root barriers can be installed.

REMEDIAL METHODS FOR AREAS NOT DUE FOR DISTURBANCE

Where knotweed can be left in-situ and not disturbed for the foreseeable future it can be treated in-situ with herbicides. This can provide effective control of invasive weeds:

HERBICIDE TREATMENT



Where there is no planned disturbance of the knotweed area and it is desirable for knotweed to be treated long term, then herbicide treatment can be considered. This is a cost-effective control method, but it does not remove the knotweed rhizome from the ground, which may remain in a viable but dormant state following successful treatment. Sustained treatment can damage the plant enough to prevent it from producing above ground growth and guarantees can be provided to guard against any recurrence of above ground growth. The herbicide used will be a BASIS approved herbicide applied with correctly calibrated equipment using techniques proven to be effective on knotweed.

4.2 MANAGEMENT ACTIVITIES

We have established activities for the planned Japanese knotweed remediation. These are detailed below:

Area	Description of Control Methods	To Be Carried Out By:
JK1 - JK4	Instant Eradication Method (Excavation)	JK Ltd
JK1 - JK4	Long Term Monitoring (Guarantee)	JK Ltd

4.3 DRAWING PLAN OF PROPOSED REMEDIAL WORKS

IMAGE 2: SITE PLAN OF PROPOSED SITE LAYOUT SHOWING REMEDIATION WORKS



KEY	
	Subject Property/Site Boundary
	Knotweed stands to be fully excavated
	7m Risk Zone *
	Vertical Root Barrier to be installed

5 REMEDIATION UNDERTAKEN

This section of the report may be used to detail any remedial works undertaken. Works records (i.e. photos and waste records if applicable) in relation to these works will be provided in the appendix.

5.1 SUMMARY OF WORKS COMPLETED

We are pleased to confirm that we have now completed, to the best of our knowledge, the Japanese knotweed remedial works to the above site, as per our quotation **JKLE17163** dated **28/03/2022** and our subsequent method statement.

Please note we completed the following planned/quoted works:

Full excavation of JK1 – JK4 with all waste stockpiled and removed to landfill. During the excavation of the JK4 area, asbestos was located. This was stockpiled separately to be removed from site by the client.

Vertical root barrier was installed along the boundary wall of the excavated JK1 and JK2, and to the current hoarding next to the JK3 area.

Remedial works were undertaken from **04/04/2022** and completed **13/04/2022**.

All waste was taken to the following licensed landfill site '**FCC Sutton Courtenay– Site License No. BV7001IK**'. All weighbridge tickets are in this report.

The Japanese knotweed remedial works undertaken were in accordance with the Property Care Association (PCA) (2014) Code of practice for the management of Japanese knotweed, (V2.7) and the controlled (Japanese knotweed) waste was handled in accordance the Environmental Protection Act 1990 (EPA 1990) sections 33 and 34.

By having the knotweed remediated you should no longer be at risk of contravening The Wildlife and Countryside Act 1981 / Wildlife (Northern Ireland) Order 1985, which governs the spread of Japanese knotweed into wild habitats. Part I (WILDLIFE – Miscellaneous), Section 14, Clause 2.

5.2 METHOD OF WORKS

Please see the 'Pricing Notes and Method' footnotes on the accepted quote (Bill of Quantities), or separately supplied 'Risk Assessment and Method Statement' (RAMS) for the excavation works. For Methods in relation to herbicide works please see separately supplied 'Risk Assessment and Method Statement' (RAMS).

5.3 DRAWING SHOWING COMPLETED REMEDIAL WORKS

IMAGE 3: SITE PLAN OF PROPOSED SITE LAYOUT COMPLETED REMEDIATION WORKS



KEY



Subject Property/Site Boundary



Knotweed stands to be fully excavated



7m Risk Zone *



Vertical Root Barrier to be installed

5.4 SCHEDULE OF VISITS

Year	Typical Schedule of Visits	
2022	May to Nov	Monitoring Visit
2023	May to Nov	Monitoring Visit
2024	May to Nov	Monitoring Visit
2025	May to Nov	Monitoring Visit
2026	Aug to Nov	Monitoring Visit
2027	Aug to Nov	Monitoring Visit
2036	May to Nov	Guarantee Visit
2037	May to Aug	Final Guarantee Visit



6 APPENDICES

6.1 APPENDIX 1 - GUARANTEES

COMPANY BACKED GUARANTEE

A Company Guarantee Certificate **may be** issued to the client, which ensures they will be provided a monitoring and treatment service under the terms of the Guarantee with the following liability provided:

'On the proviso that the valued work is undertaken by Japanese Knotweed Ltd and paid for in full, and providing no actions have been undertaken by the client or any other party that breach our Terms and Conditions, Japanese Knotweed Ltd, for a period of years to be agreed, will accept liability for any work (chemical application) deemed necessary to treat any re-growth of Japanese knotweed.'

IMPORTANT NOTES

- Transferrable Guarantee (costs to re-assign)

If the property is sold, all guarantees, and documentation will need to be changed into the names of the new owners. This guarantee shall be assignable by the client, to the new owner provided that within three months of the change of ownership of the property, the new owner shall have:

1. Given written (email) notice of the change to the Company.
2. Paid the Company's transfer fee:
 - a. There is **'no charge'** for transferring the guarantee within the first 6 months of the guarantee term.
 - b. Thereafter and up to the end of the 5th year of the guarantee term the administration cost to transfer the guarantee is **£150 plus VAT**.
 - c. From the beginning of the 6th year of the guarantee term to the end of the guarantee the administration cost to transfer the guarantee is **£200 plus VAT**.

NB. Applicable fees apply for each and every transfer of the guarantee to a different beneficiary.

See Addendum to the Guarantee (page following the guarantee certificate).

GPI INSURANCE BACKED GUARANTEE

On the back of the Company Guarantee Certificate an Insurance Policy **may be** provided to back up the provision of the Guarantee service. As members of the Property Care Association (PCA) Invasive Weeds Group (IWG) we can provide an Insurance-Backed Guarantee (IBG) via Guaranteed Protection Insurance Ltd (GPI).

Important Note:

The ability to obtain insurance on our Company Backed Guarantee is subject to some criteria, which will need to be satisfied for the insurer (GPI) to issue an IBG 'Letter of Intent'. The criteria for issuing an IBG 'Letter of Intent' (to demonstrate that an insurance policy is pending) are detailed below:

1. Japanese knotweed located in neighbouring property, within 7m of the client's site/property boundary, will need to be treated by us or others with an approved programme of herbicide applications.
2. If the site is (or will be) developed, then we will require the development works start and end dates (including soft and hard landscaping)
3. If the site is (or will be) developed, then we will require the proposed development plan
4. On development sites, which will be developed into multiple properties, a single Insurance Backed Guarantee (IBG) cannot be provided to cover more than one property.
5. On multi-property development sites a separate monitoring programme will need to be instructed for each property which is to benefit from an IBG. An IBG insurance premium will need to be paid for each IBG.
6. The IBG will only apply to land which is within 7m of the surveyed Japanese knotweed area(s). On multi-property development sites, only properties which fall in or part within the 7m zone will be applicable for an IBG insurance application.

The criteria for providing a validated insurance policy are detailed below:

1. Following completion of the remedial works (treatment/excavation) the contractor (Japanese Knotweed Ltd) will need to conduct monitoring of the treatment area and record two consecutive years of no recurrence of knotweed growth. The contractor (Japanese Knotweed Ltd) can then submit a 'Certificate of Completion' to GPI Ltd (who in turn will issue a validated insurance policy to the beneficiary).
2. On construction sites the two-year monitoring period will need to follow the construction works end date.
3. The provision of, and remaining validity of, the IBG will be subject to the terms and conditions of the Guarantee.

The active policy will then cover the remainder of the Company Guarantee period.

If we go out of business at any time during the active policy guarantee period, then the policy will pay out for another PCA IWG member contractor to continue to provide the guarantee service so that the client may continue to benefit from the cover provided by that guarantee.

Transferring benefits of the guarantee:

The benefit of this Policy of Insurance may be passed to subsequent owners of the land in which the Defined Area is situated. Accordingly, this Policy of Insurance, along with a copy of the Contract, the Completion Certificate and the Written Guarantee should be kept in a safe place, preferably with the title documents to the land in which the Defined Area is situated.

Subsequent owners of the land should, within 30 days of acquiring title, contact the Insurer for this insurance in writing at PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268020 in order to request that the benefit of this Policy of Insurance be transferred.

The Insurer may request that this Policy of Insurance is returned for amendment or may endorse this Policy of Insurance with the particulars of the new Policy Holder. An administrative fee of £15 may be charged to the new Policy Holder.

See Addendum to the Guarantee (page following the guarantee certificate)

GUARANTEE CERTIFICATE

Client: **Sugar (Stoneham) Devco Ltd**

Property: **North Stoneham Park, Eastleigh, SO50 9HT**

Contract No: **10565**

Treatment End Date: **13th April 2022**

Monitoring Period Ending: On or after **17th October 2027**

Guarantee Period Ending: **17th October 2037**

Work carried out and covered by this guarantee to control: **Japanese Knotweed (Reynoutria japonica)**

TERMS OF GUARANTEE

1. **Japanese Knotweed Ltd** hereinafter referred to as "The Company" hereby **GUARANTEES** that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of this Guarantee notifying the Company in writing within a period of **TEN YEARS** from the date of completion of the work of:
 - (i) any continuance or recurrence of the invasive weed indicated above respectively to the work carried out in the areas identified in the report as the "treatment area"

the Company, upon production of this Guarantee and all original or electronic copies of relevant survey reports, quotations, specifications, drawings, plans, completion certificates and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for the land to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence at issue is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.
2. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.
3. This Guarantee does not cover any loss (including consequential loss see 9 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
4. This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
 - (a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;
 - (b) where all Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.
 - (c) where the Client failed to pay the full price, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due;
 - (d) where the land and property has not been kept in a good and proper state, including the prevention of tipping, thereby precluding the early detection of growth by invasive weeds;
 - (e) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance and/or the exclusion of plant materials from areas adjacent to the treatment area;
 - (f) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.
 - (g) where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.
5. This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be

incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.

6. In the event of disposal of the property, being the subject of this Guarantee, this Guarantee shall be assignable by the Client above named, to the new owner in which case the provisions hereof set out at 1-5 above shall apply in respect of that new owners as if the name of that new owner were substituted for any reference to the client PROVIDED THAT

Within three months of the change of ownership of the property, the new owner shall have:

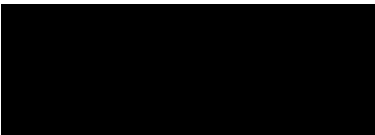
- (a) given written notice of the change to the Company;
- (b) paid the Company's then current transfer fee; and

permitted the Company's surveyor to inspect the property (so as to discover any defects as might prejudice the works carried out by the Company) if the Company in its absolute discretion so require.

7. For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") **provided always that** the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
8. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.
9. For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property, it shall no longer be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and / or obligations under this Guarantee.
10. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;
11. In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following **ORIGINAL** documents must be produced by you:
- (a) Report(s), estimate and any drawings or plans relating to it
 - (b) Receipted invoice or proof of payment
 - (c) Certificate or letter of completion
 - (d) This guarantee certificate

If the claim is justified, your payment will be returned in full. If your claim cannot be processed due to incomplete documentation or you decide not to pursue your claim, then an administration fee (at the rate prevailing at the time of the claim) will be deducted and the balance will be refunded.

12. In the event of a dispute arising under this guarantee as to the amount to be paid or the work to be performed the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act either party may apply to the General Manager of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question.



Signature

Japanese Knotweed Ltd

Unit 7, Belbins Business Park, Cupernham Lane, Romsey Hampshire, SO51 7JF
Tel: 0333 2414 413

Any questions or queries regarding this guarantee, please email guarantee@knotweed.co.uk

ADDENDUM TO GUARANTEE

Dear Sirs

North Stoneham Park, Eastleigh, SO50 9HT ("the Property")
Japanese Knotweed Guarantee Certificate ("the Certificate")

We refer to the Certificate, a copy of which is attached with in the report document.

Unless expressed to the contrary the terms of this letter take precedence to the terms of the Certificate. We hereby confirm that **from the period of treatment/excavation end date to the Monitoring period end date** the following will apply:

- A. Upon any continuance or recurrence of the Japanese knotweed, respectively to the remedial work carried out on the property, and on the proviso that the valued remedial work has been undertaken by the Company and paid for in full, and providing no actions have been undertaken by the Customer or any other party that breach the Company's Terms and Conditions;
 - (i) *the Company will carry out such further treatments (chemical application only unless agreed otherwise) as shall to the Company appear to be necessary to control the Japanese knotweed.*

The Company having been given the opportunity to undertake these necessary works will accept liability for the sole cost of these works (all consequential losses are excluded).

- B. In completing regular inspections of the property, we will not require the receipt of documentation as detailed in section 1 of the certificate to arrange these inspections.
- C. The terms of paragraph 4(a) of the Certificate will not apply as we will make regular periodic inspections of the Property.

Unless expressed to the contrary the terms of this letter take precedence to the terms of the Certificate. We hereby confirm that the following will apply:

- A. Notwithstanding the terms of Paragraph 1 & 11 of the Certificate the only documentation that we require to be produced to us prior to arranging an inspection of the Property is the Guarantee Certificate.

Japanese Knotweed Ltd
Unit 7, Belbins Business Park
Cupernham Lane, Romsey
Hampshire, SO51 7JF

Tel: 0333 2414 413 | Email: guarantee@knotweed.co.uk

SITE PLAN SHOWING AREA COVERED BY GUARANTEE

IMAGE 4: SITE PLAN OF PROPOSED SITE LAYOUT SHOWING GUARANTEE AREAS



KEY	
	Subject Property/Site Boundary
	Company Guarantee Areas*
	Insurance Backed Guarantee

* Area of the site covered by a Company Guarantee (openly accessible areas of the site will be monitored during the guarantee period)

6.1 APPENDIX 2 - RECORD OF SITE AND REMEDIAL WORKS

AERIAL PHOTOGRAPH OF CURRENT SITE



PROPOSED DEVELOPMENT PLAN FOR SITE



PRE-REMEDIATION - PHOTOGRAPHS OF JAPANESE KNOTWEED

Image 1: 2020.11.03 JKLE17163 AREA OF JK2



Image 2: 2020.11.03 JKLE17163 AREA OF JK3



Image 3: 2020.11.03 JKLE17163 AREA OF JK3



Image 4: 2020.11.03 JKLE17163 AREA OF JK4



Image 5: 2020.11.03 JKLE17163 AREA OF JK6



Image 6: 2020.11.03 JKLE17163 JK1



Image 7: 2020.11.03 JKLE17163 JK2



Image 8: 2020.11.03 JKLE17163 JK2



Image 9: 2020.11.03 JKLE17163 JK2



Image 10: 2020.11.03 JKLE17163 JK3



Image 11: 2020.11.03 JKLE17163 JK3



Image 12: 2020.11.03 JKLE17163 JK3



Image 13: 2020.11.03 JKLE17163 JK3



Image 14: 2020.11.03 JKLE17163 JK3



Image 15: 2020.11.03 JKLE17163 JK3



Image 16: 2020.11.03 JKLE17163 JK3



Image 17: 2020.11.03 JKLE17163 JK3



Image 18: 2020.11.03 JKLE17163 JK4



Image 19: 2020.11.03 JKLE17163 JK4



Image 20: 2020.11.03 JKLE17163 JK4



Image 21: 2020.11.03 JKLE17163 JK4



Image 22: 2020.11.03 JKLE17163 JK5



Image 23: 2020.11.03 JKLE17163 JK6



Image 24: 2020.11.03 JKLE17163 JK6



Image 25: 2020.11.03 JKLE17163 JK6



Image 26: 2020.11.03 JKLE17163 JK6



Image 27: 2020.11.03 JKLE17163 JK6



Image 28: 2020.11.03 JKLE17163 OLD BUILDING



Image 29: 2020.11.03 JKLE17163 SITE



Image 30: 2020.11.03 JKLE17163 SITE



DURING AND POST REMEDIATION – PHOTOGRAPHS

Image 31: 10565 (JKLE17163) EXCAVATION WORKS



Image 32: 10565 (JKLE17163) EXCAVATION WORKS



Image 33: 10565 (JKLE17163) EXCAVATION WORKS



Image 34: 10565 (JKLE17163) EXCAVATION WORKS



Image 35: 10565 (JKLE17163) EXCAVATION WORKS



Image 36: 10565 (JKLE17163) EXCAVATION WORKS



Image 37: 10565 (JKLE17163) EXCAVATION WORKS



Image 38: 10565 (JKLE17163) EXCAVATION WORKS



Image 39: 10565 (JKLE17163) EXCAVATION WORKS



Image 40: 10565 (JKLE17163) EXCAVATION WORKS



Image 41: 10565 (JKLE17163) EXCAVATION WORKS



Image 42: 10565 (JKLE17163) EXCAVATION WORKS



Image 43: 10565 (JKLE17163) EXCAVATION WORKS



Image 44: 10565 (JKLE17163) EXCAVATION WORKS



Image 45: 10565 (JKLE17163) EXCAVATION WORKS



Image 46: 10565 (JKLE17163) EXCAVATION WORKS



Image 47: 10565 (JKLE17163) EXCAVATION WORKS



Image 48: 10565 (JKLE17163) EXCAVATION WORKS



Image 49: 10565 (JKLE17163) EXCAVATION WORKS



Image 50: 10565 (JKLE17163) EXCAVATION WORKS



Image 51: 10565 (JKLE17163) EXCAVATION WORKS



Image 52: 10565 (JKLE17163) EXCAVATION WORKS



Image 53: 10565 (JKLE17163) EXCAVATION WORKS



Image 54: 10565 (JKLE17163) EXCAVATION WORKS



SITE VISIT RECORDS (Monitoring) - Herbicide (Pesticide) Application Records

To be inserted here on completion of works

SITE WASTE TRACKING RECORD

Updated version to be sent containing this

WASTE TRANSFER NOTES

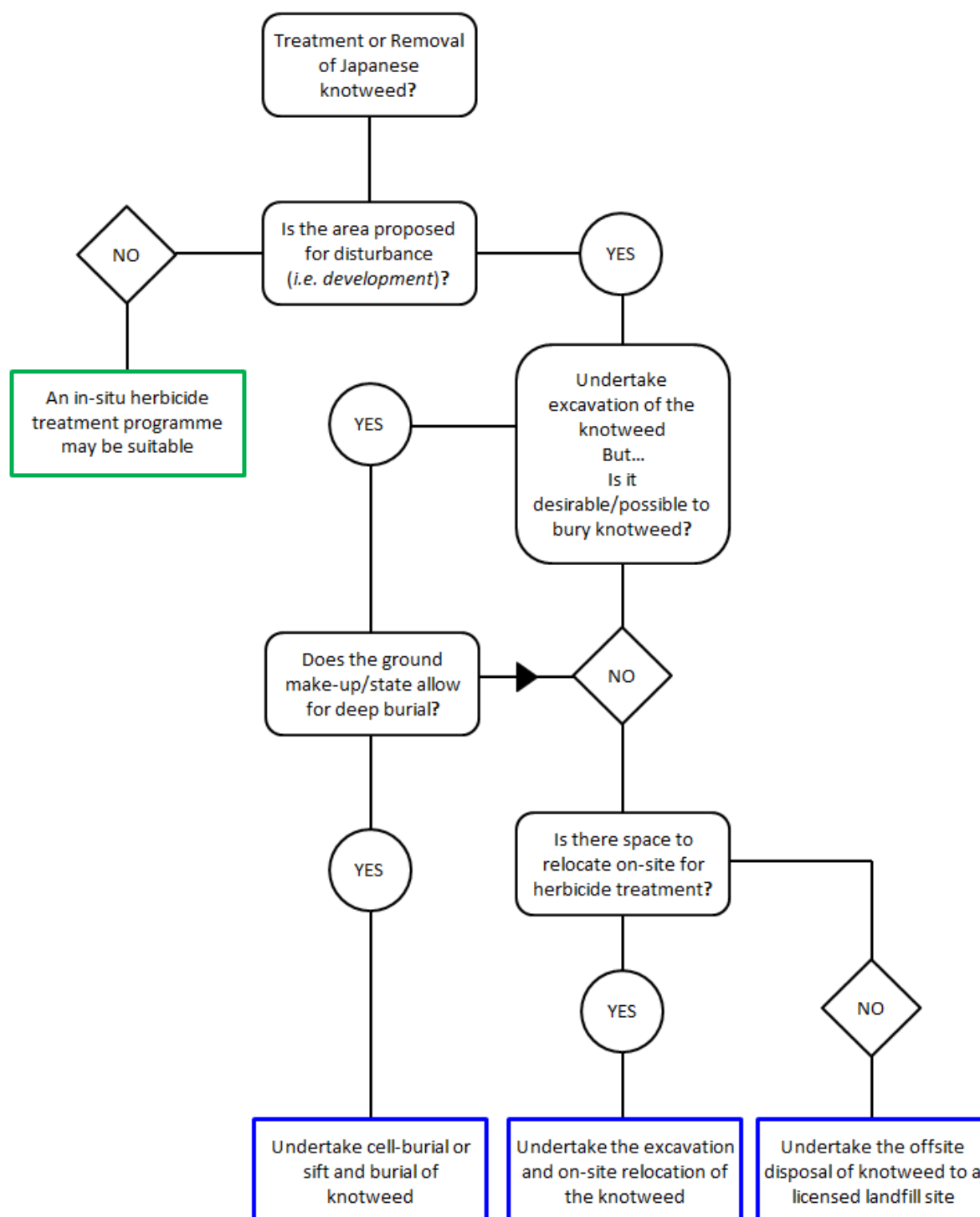
Updated version to be sent containing this

WEIGHBRIDGE TICKETS

Updated version to be sent containing this

6.2 APPENDIX 3 - REMEDIATION STRATEGIES

The following chart provides a simple representation of the decision process required in selecting the appropriate Japanese knotweed remediation method(s) that could be deployed on a site:



We can undertake the following methods of knotweed remediation to resolve a problem that, if handled the wrong way, can end up being a long-term problem for the developer and landowner:

FULL EXCAVATION and DISPOSAL AT LANDFILL

Full and complete excavation of knotweed providing an instant, hassle free and impressive rectification method. The excavation process is monitored by our site supervisors who not only ensure that all the knotweed rhizome is removed (via visual identification), but that only soils contaminated with knotweed are removed (reducing cost by avoiding unnecessary excavation and waste disposal). All knotweed contaminated material arising from these works is removed from site as controlled waste. This requires removal via registered waste carriers to a landfill site fully licensed to receive and dispose of Japanese knotweed.



No restrictions left on



Can be more expensive than other solutions



Work can continue immediately after removal

REDUCED LEVEL EXCAVATION and CAPPING

As with the Dig and Dump method, the knotweed is accurately excavated, but only down to a depth required by the development or end use of the site. On a development site this will often mean excavation of the knotweed to construction formation levels only. The excavated knotweed and knotweed contaminated material can either be removed from site as controlled waste or disposed/treated on site. The remaining knotweed contaminated ground (beneath the excavation depth) will then be capped off with Japanese knotweed root barrier to prevent re-emergence of the knotweed from underneath. Where necessary (i.e. if the knotweed rhizome transverse the boundary of the site, or where knotweed in neighbouring property is in proximity to the site boundary) the root barrier is returned vertically at the site boundary.



Limited restrictions left on site



Can be more expensive than other solutions



Work can continue immediately after removal

CELL-BURIAL

Excavated knotweed material is buried on site in a suitable location, so it is encapsulated in knotweed root barrier (the cell), with the top of the cell residing 2m below finished ground levels. The depth of 2m is a pre-caution against burrowing animals penetrating the cell and bringing out knotweed material. If burial of knotweed is to take place without the encapsulation or root barrier it must be done so that the knotweed resides below a depth of 5m. Where on-site burial is undertaken, it is strongly advised that to prevent potential disturbance and re-infestation the burial site location is recorded, and any future owners are advised of its position (i.e. on development site the cell-burial locations should be recorded in the O&M manuals for the site manuals for the site).



Normally cheaper than landfill disposal of waste



Requires significant space to allow for deep burial



Land Remediation Tax Relief



Location to be recorded in property records

DIG AND RELOCATION

The Japanese knotweed is excavated either fully or to a reduced level, and the arising knotweed waste is relocated to another area of the site, where it can be treated with herbicide. Relocation is normally carried out by loading the knotweed to dump trucks and transporting over site on a controlled haul route to a designated location. At the relocation point the knotweed is either; Stockpiled, Bunded or resides at ground level via a Cut and Fill procedure. The Cut and Fill procedure has the benefit of not producing a bund or stockpile of knotweed on site, and it provides back fill to the void created by the excavation of the Japanese knotweed.



Relatively Cost effective



Requires significant space to relocate spoils



Fully removes the knotweed from the critical area



Restricted future use of the relocation area

DIG AND SIFT

Excavated knotweed contaminated spoil is passed through a mechanical screener. The sifting process crushes and fragments the knotweed, reducing its regenerative power. The sifted knotweed materials can then be buried on-site, typically as fill or fill to raise site levels. The key benefit of this procedure is that the spoil which passes through the screener will only contain very small fragments of knotweed, which have lowered regenerative power. This allows for the sifted spoil to be re-used on-site as backfill subject to local Environment Agency Officer approval. To further exploit the lowered regenerative power of these fragments the sifted spoil is buried under compaction and covered with a geo-synthetic membrane prior to clean backfill being installed above. Alternatively, the sifted spoil can be re-used on site at finished levels to areas of Public Open Space landscaping, but there will be a flourish of juvenile growth from the fragmented knotweed and this will need treating with herbicide for 2-3 years. The Knotweed Management Plan (KMP) should be used to record the position of the low-level burial or re-use area. This will help prevent potential future disturbance of these locations. If these works are part of a site development project the KMP should then be included in the Operations and Maintenance (O&M) Manuals.



Moderately cost effective



Land Remediation Tax Relief



Restrictions remain on site



Location to be recorded in property records

WATCHING BRIEF (SUPERVISION)

To guard against accidental spread of knotweed material, a 7m risk zone called a rhizome spread zone (RSZ) should be created around visible knotweed growth via erecting temporary fencing. Any vegetation clearance, ground disturbance of knotweed treatment/removal works with the risk zone should be overseen by a specialist Watching brief (site supervisor) to ensure knotweed contamination is not spread from the area. Arising from within the RSZ which is found to be contaminated with Japanese knotweed will be either: disposed of on-site (burial/relocation), removed from site (to landfill) or temporarily stockpiled and then returned to area on completion of works. Root Barriers can be introduced to cap or separate knotweed contaminated ground from clean or imported clean ground or to protect new services/structures/hard standing. Watching brief (site Supervisor) will ensure that all personnel and machine are properly decontaminated before leaving the RSZ area. During and/or post completion of the development works any knotweed remaining on-site (original position or relocation area) should be treated under a herbicide application programme to control the plant.

ROOT BARRIER CONTROL

Where knotweed exists either on-site or off-site and is to remain in-situ its spread can be controlled by the insertion of vertical root barrier. Knotweed root barrier can deflect knotweed rhizome growth and prevent the spread of the plant under the ground. These root barriers can be inserted to protect structures and services and have a life span of at least 50 years. Where knotweed exists off-site in proximity to the site the insertion of root barrier to the boundary can help protect the site from rhizome encroachment. This control should always be backed up by a herbicide treatment programme wherever possible.

HERBICIDE TREATMENT PROGRAMME

Often the most cost-effective treatment and control method is a Herbicide Treatment Programme. This requires methodical and carefully managed visits with correct use of chemical over a sustained period of time (typically 2-5 years). It should be noted that Japanese knotweed can take many years to control via chemical application. Chemically induced control does not mean removal of the plants underground rhizome system. This will remain often in a dormant but viable state and could re-grow if disturbed. The above is an important note for developers as the Environment Agency recognise the limitations of herbicide control and class the ground which contains knotweed treated or dead (even after a knotweed specialist has deemed the knotweed as eradicated under chemical treatment) as controlled waste if removed from site. This is the same classification that is given to viable living knotweed material and ground contaminated with untreated alive knotweed. More often than not, if developing a site, you will need to adopt one of the instant remediation methods involving excavation.



Cost effective



Quick control of the plant



Takes 2-5 years of treatment to stop growth



Severely restricted use of the treatment area



Does not remove the rhizome from the site

6.3 APPENDIX 4 – SITE RISK IF JAPANESE KNOTWEED IS NOT REMEDIATED

A strategy for managing and/or removing the knotweed problem has been proposed for the site. If no remedial works were undertaken, you may be presented with the following complications and associated costs:

JAPANESE KNOTWEED IMPACT ON DEVELOPMENT OBJECTIVES

SITE VEGETATION STRIP/CLEARANCE

During vegetation clearance disturbance of the knotweed can occur resulting in the translocation of knotweed material to other areas of the site or even unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

DEMOLITION

During demolition disturbance of the knotweed can occur resulting in the translocation of knotweed material to other areas of the site or even unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

FORMATION LEVEL EXCAVATIONS

Groundwork excavation to reach construction formations levels (if site levels are to remain the same or be reduced) may encounter ground contaminated with knotweed rhizome. This can result in the translocation of knotweed material presenting structural risk and/or unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

BUILDING FOUNDATION EXCAVATIONS

Groundwork excavation for proposed building foundations may encounter ground contaminated with knotweed rhizome. This can result in un-controlled or un-treated knotweed rhizome remaining under building footprints (i.e. in ground underneath suspended Block and Beam floors) presenting a structural risks and/or unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

MATERIAL MOVEMENTS AND WASTE

The development project may necessitate the removal of material from site and/or the importation of soil material onto the site. It is imperative that all necessary steps are taken to ensure these materials are free of knotweed.

IMPACTS ON PROPOSED END USE

STRUCTURAL RISK

Japanese knotweed rhizome and crown growth has the potential to cause damage to services, structures and hard standing.

PLOT SALEABILITY

Japanese knotweed is a recognised property risk and will be flagged up on building surveys as part of the conveyance process. Where knotweed has been identified, it can prevent lending agreements (i.e. on new residential development site this can stop sales of completed units!).

CONTAMINATION

Un-managed Japanese knotweed growth can be disturbed by site maintenance activities such as grounds maintenance. This can quickly translocate material to other areas of the site and spread and worsen an infestation and associated risks.

RE-INFESTATION

Any presence of knotweed off-site can present the likely potential for re-infestation of the site across site boundaries.

6.4 APPENDIX 5 – KNOTWEED AND THE LAW

The growth of Japanese knotweed is controlled by acts of law and legislation, don't fall foul and act responsibility:

THE WILDLIFE AND COUNTRYSIDE ACT 1981

The Wildlife and Countryside Act 1981 / Wildlife (Northern Ireland) Order 1985 controls the spread of Japanese knotweed into wild habitats. Part I (WILDLIFE – Miscellaneous), Section 14, Clause 2. Knowingly allowing knotweed to spread too and grow in the wild is a criminal offence, resulting in a fine or even imprisonment. Japanese knotweed Ltd advises our clients and help them ensure they do not contravene the act by following E.A. and PCA Codes of Practice.

ENVIRONMENTAL PROTECTION ACT 1981 AND DUTY OF CARE REGULATIONS 1991

The prologues of plants listed in under Section 14, Schedule 9 Part II of the Wildlife and Countryside Act 1981 are classed as controlled waste if removed from site. Failure to remove these wastes via registered waste carriers and dispose of them at appropriately licensed waste disposal facilities is a criminal offence resulting in a fine or even imprisonment. Using Japanese Knotweed Ltd we will correctly dispose of all Controlled Waste, Contaminated Waste and Hazardous Waste streams.

ENCROACHMENT

If Japanese knotweed, including just its underground rhizomes, has spread from one property to another it is called encroachment. Once encroachment or imminent encroachment has been established, it can give rise to claims under private nuisance law. As well as the law of private nuisance, if it be proven that knotweed has encroached (with a before and after record) the Anti-Social Behaviour, Crime and Policing Act 2014 can be used to serve a community protection notice, via the council or the police, on to the offender. Failing to then take action to control knotweed can result in fines.

PRIVATE NUISANCE

Land/property owners must prevent allowing or causing Japanese knotweed to spread from their land onto neighbouring land, otherwise it will be deemed as an actionable private nuisance. Once encroachment or imminent encroachment is established, damage is assumed and the affected property owners can claim for private nuisance and be compensated for both the cost of treatment and loss of amenity caused by the Japanese knotweed (Williams & Waistell v Network Rail Infrastructure Ltd [2018] EWCA Civ 1514). Therefore, although it is not an offence for Japanese knotweed to be on someone's property, the owner of this land may find that they are liable for damages if it affects their neighbour's ability to use and enjoy their property.

MISREPRESENTATION

If a property is affected by knotweed the owner will need to declare this when selling. They could be guilty of misrepresentation if they have not correctly responded to the question in the Law Society Property Information TA6 Form (3rd edition) seller's questionnaire regarding knotweed, and they are responsible for all damage up until the point of sale. They remain liable for this historic damage even after the sale of the property. As knotweed is a 'continuing nuisance', liability for any damage caused after the sale of the property attaches itself to the buyer.

PROFESSIONAL NEGLIGENCE

If you are buying or have bought a house and had a survey undertaken by a professional surveyor, the surveyor owes you a professional duty of care in its undertaking. This includes identifying and recording the presence of any Japanese knotweed affecting the property if it was reasonable to have expected the surveyor to do so. The type of survey (i.e. valuation, or home buyers) may be a mitigating factor, according to the depth and breadth of property investigation undertaken. However, the failure to identify knotweed when it was reasonable to have expected them to do so can give rise to claims for damages under professional negligence. Also, unless specifically tasked with surveying a neighbouring property a surveyor may not be negligent for failing to identify knotweed in neighbouring property. Similarly, a solicitor owes you a duty of care when buying a property to ensure that the seller has completed a Law Society Property Information TA6 Form (seller's questionnaire). A solicitor could be liable if he has breached his duty of failing to get a TA6 form completed.

6.5 APPENDIX 6 – EXPERIENCE AND QUALIFICATIONS

CONTRACTOR (KNOTWEED SPECIALIST)

Japanese Knotweed Ltd is a private limited company solely dedicated to the trade of Japanese knotweed Survey, Management, Treatment and Removal. Working for:

- Construction and Developers
- Housing Associations
- Local Authorities
- Commercial Companies
- Private Individuals

TRADE AFFILIATION: PROPERTY CARE ASSOCIATION – INVASIVE WEED CONTROL GROUP



Japanese Knotweed Ltd is an affiliated member of the Property Care Association (PCA) Invasive Weed Control Group (IWCG). Why was there a need for the PCA IWCG:

- National bodies such as the Royal Institute of Chartered Surveyors (RICS) and the Council of Mortgage Lenders needed to be able to refer customers to trusted/regulated invasive weed contractors.
- RICS selected PCA as a recognised professional trade association capable of hosting a trade body for the invasive weed industry.
- PCA are an independent association not run by other invasive weed industry contractors.
- PCA IWCG members have undergone a rigorous pre-qualification criterion to become affiliated
- Membership criteria set and established democratically by those who worked with the PCA to establish the group. These are publicly available and can be seen and reviewed by anyone – including clients.
- PCA IWCG members will undertake professional trustworthy site surveys and investigations delivering peace of mind through detailed investigation and correct diagnosis.
- PCA IWCG members provide these services with trained, experienced, vetted and qualified surveyors and inspectors.
- PCA IWCG members can complete highly specialised remediation treatments, effectively, efficiently and safely, using skilled experienced site operatives
- PCA IWCG members continue to be the only companies in the invasive weed industry that can provide consumers with access to Financial Conduct Authority (FCA) approved insurance products. These products include insured guarantees, insurance against structural defects caused by a reoccurrence of Japanese knotweed and protection for money paid in advance. These highly cost-effective products continue to be developed to meet the needs of industry.
- The adoption of Codes of Ethics and Codes of Practice that are enforced by the members of the Association by a fully employed Executive.
- The establishment of a published disciplinary process that is used to ensure members who fail to meet standards can be disciplined or removed from the Association.
- An independent audited complaints management and mediation service designed to assist clients.
- The creation of operating standards that exceeds the Governments TrustMark standards, confirmed with annual audits. As such, all PCA contractor members automatically become accredited by the TrustMark scheme.
- PCA is ISO 9001 accredited to ensure published operating standards are maintained.
- PCA provides support services to members that include Health and Safety, Human Resources etc.

6.6 APPENDIX 7 – HEALTH AND SAFETY, INSURANCE, AFFILIATIONS

HEALTH & SAFETY REGULATIONS AND LEGISLATION COMPLIANCE

Japanese Knotweed Ltd is fully compliant with the relevant Health and Safety regulations. As a business, we know our number one asset is our staff and therefore pride ourselves in aiming to have the most appropriately trained employees in the industry.

This starts with an in-depth induction and carries on through their employment/career, with a phased process of taking new employees through our internal training plans until they are at the level we expect for each job role.

The commitment then is to periodically refresh skills and introduce new training and development initiatives; ensuring that the company can be safe in the knowledge, that the staff they send to our customers premises, will have all the necessary internal and external training to supply our high levels of customer service.

To support this, as the staff develop so does the company and therefore the company rewards its employees each time certain levels or training are attained.

Table 1: Japanese Knotweed Ltd Staff training matrix

[illegible]

TECHNICAL AND SAFETY QUALIFICATIONS

Japanese knotweed Ltd has been trading since 2010 within the invasive weeds control sector, specialising in the remediation of Japanese knotweed and other invasive non-native plant species. The company structures itself around the two disciplines of remediation it undertakes; (1) herbicide control and (2) excavation.

SURVEYING

The company's surveyors are PCA Certified Surveyors in Japanese knotweed (CSJK) qualified, ensuring they are able to accurately identify knotweed, establish the risks it presents and assess feasible remediation solutions. Once a site survey is undertaken it is returned either to our herbicide sales team or excavation estimating team to provide a report and remediation quotation to the client. These teams study the survey findings and assess these in relation to any change of use proposals for the site to offer the optimum remedial method(s) to the client.

HERBICIDE OPERATIONS

The companies Area Technicians undertake herbicide application works and are 'NPTC PA1/PA6/PA6AW', 'PCA Qualified Technician in Japanese knotweed', Brushcutter and Lanyard and Harness trained as a minimum.

Herbicide works are undertaken to ensure maximum damage to the target plant while avoiding damage to any non-target plants. Folia Spraying, Stem Injection and Leaf wiping are all methods of treatment undertaken to treat invasive plants.

The company employs a BASIS registered advisor and the company is looking to become BASIS and Amenity Assured accredited in 2020.

EXCAVATION OPERATIONS

The company's excavation operatives are CSCS, CPCS, SSSTS, CAT & GENNY, NPTC PA1/PA6/PA6AW, and 'PCA Qualified Technician in Japanese knotweed', certified as a minimum. They are also Asbestos Awareness trained. Excavation works are undertaken using expert identification of the target plant material above and below ground.

This ensures that only the target plant is excavated and is fully excavated to remove all plant and root, rhizome, tuber and corm (as applicable) material in accordance to the planned method of works. Remedial methods are used in accordance to their suitability in relation to the site and current and proposed use for the site.

Excavation remediation methodologies include; full or part excavation, with waste either disposed off-site at landfill (as controlled waste) or sustainably on site as either a burial or relocation.

OUR INSURANCE

EMPLOYERS LIABILITY INSURANCE

Japanese Knotweed Ltd holds Employers Liability Insurance
Limit of Indemnity: £10,000,000

PUBLIC AND PRODUCT LIABILITY INSURANCE

Japanese Knotweed Ltd holds Public and Product Liability Insurance
Limit of Indemnity: £10,000,000

PROFESSIONAL INDEMNITY INSURANCE

Japanese Knotweed Ltd holds Professional Indemnity Insurance, which has been checked to ensure it covers advice given on Japanese knotweed.
Limit of Indemnity: £1,000,000

HIRE IN PLANT

Japanese Knotweed Ltd holds Hired-In Plant Liability Insurance.
Limit of Indemnity: £150,000

OUR AFFILIATIONS



PROPERTY CARE ASSOCIATION (PCA) INVASIVE WEED CONTROL GROUP

This provides consumers with a means of identifying specialist vetted contractors and consultants who can undertake invasive weed control services. Affiliation enables contractors to provide Insurance Backed Guarantees. Accreditation to this scheme demonstrates our professionalism in the industry of invasive weed management, treatment and removal.



TRUSTMARK

TrustMark is the only Government endorsed scheme for trades in and around the home. They award registered firms with their accreditation after thorough vetting and on-site inspections to ensure the firm is raising industry standards. TrustMark is the only "find a tradesperson" scheme to cover all 3 cornerstones of quality: good trading practices, good customer service, technical competence.



CONSTRUCTIONLINE

As a verified member of Construction-line, buyers will recognise that our company aligns to industry and government standards and is 'fit-to-supply' to the construction industry. As 'Gold Members' we can demonstrate a 'high professional standard' to our clients. We are verified against an extended PQQ (covering Environmental Management, Equalities and Diversity, and Quality Management, and ensuring legislative compliance), and possess a validSSIP certificate.



BUILDERS PROFILE

Used by companies such as Balfour Beatty and Wates Group, Builder's Profile is the open-access Common Database service providing compliance and PQQ (pre-qualification questionnaire) information to the construction industry. Our secure Common Database enables subcontractors and suppliers to easily maintain and share information. For main contractors and clients, it provides all the information, documents and tools required to manage a supply chain no matter how large or small.



CHAS (THE CONTRACTORS HEALTH AND SAFETY ASSESSMENT SCHEME)

Japanese Knotweed Ltd are registered contractors to the CHAS Government backed andSSIP Health and Safety scheme. Accreditation to this scheme demonstrates our proficiency to Public, Company, Employer and Employee Health and Safety.



SAFECONTRACTOR

The SafeContractor scheme provides a health and safety audit service for contractors who want to reassure their clients that health and safety is being handled correctly and sufficiently on their sites. Accreditation to this scheme demonstrates our proficiency to Public, Company, Employer and Employee Health and Safety.



ACCLAIM HEALTH & SAFETY

Japanese Knotweed Ltd are accredited by Acclaim Health and Safety, which is theSSIP member scheme provided by Supplier Assessment Services Ltd. Acclaim used the expertise and knowledge of NEBOSH andSSIP assessor qualified professionals to verify our compliance with health and safety legislation.

TRUSTPILOT

Japanese Knotweed Ltd uses the third-party consumer review platform 'Trustpilot', which is open to everyone to use. Customers can share their experiences of our services to help others make better choices.

<https://www.trustpilot.co.uk/review/www.japaneseknotweed.co.uk>

Excellent ★★★★★ 4.9 out of 5 based on 562 reviews ★ Trustpilot

JAPANESE KNOTWEED™ TO BE IGNORED

SURVEY

TREATMENT

REMOVAL

GUARANTEE

Japanese Knotweed Ltd has a proven track record for eradicating Japanese knotweed for major building developers, local authorities and private landowners. We pride ourselves on becoming one of the leading Japanese knotweed removal experts in the UK.

Our highly knowledgeable and skilled staff provide a comprehensive service and are committed to providing the highest level of customer care. With a range of guaranteed, cost-effective and efficient eradication solutions, we work closely with our clients to meet all requirements.



DO YOU have Japanese knotweed on your site or property?

ARE YOU looking for tailor-made, efficient knotweed remediation options?

CONTACT US **0333 241 4413**
contact@knotweed.co.uk

“ Very professional and they dealt with our Japanese knotweed in a timely, practical and affordable manner.
- Christopher Hill, Taylor Wimpey West London Ltd ”



Trustpilot



www.japaneseknotweed.co.uk

6.7 APPENDIX 8 - REFERENCES

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