

# JAPANESE KNOTWEED

## Japanese Knotweed Ltd

has helped thousands of customers resolve the problem of knotweed.



Knotweed Management Plans for:

COMMERCIAL PROPERTY  
HOUSING ASSOCIATIONS  
COUNCILS  
CONSTRUCTION  
DEVELOPERS  
RESIDENTIAL PROPERTY  
CONVEYANCE  
MORTGAGE

# KNOTWEED MANAGEMENT PLAN

## HERBICIDE TREATMENT GUARANTEE

REFERENCE

**JKLH57594**

CLIENT

**Matthew Baran (Buyer)**

SITE ADDRESS

**Woodland on Greenwood Lane, Southampton, SO32 2AN**

**0333 241 4413**

[www.japaneseknotweed.co.uk](http://www.japaneseknotweed.co.uk)



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# KNOTWEED MANAGEMENT PLAN

Japanese knotweed is an invasive and resilient weed. Its roots and rhizomes can grow to a depth of 2m. Even after herbicide treatment has eradicated the aerial and surface growth, the deep underground rhizomes can remain in a viable state, and may do so for up to twenty years. It can re-emerge and re-grow of its own accord at any time, and especially if the contaminated ground is disturbed. If knotweed is left to grow untreated for a number of years, it has the potential to cause damage to drains, paving, paths, driveways and walls. **For this reason, it should not be ignored.**

**As we are not aware of any plans to disturb the knotweed area, we would advise that it is treated in-situ under a programme of herbicide applications. The solution is often referred to as a Knotweed Management Plan (KMP).**

5 YEAR KMP	10 YEAR KMP
Specialist Japanese Knotweed Survey, Report and Site Plan	Specialist Japanese Knotweed Survey, Report and Site Plan
Herbicide Treatment Visits	Herbicide Treatment Visits
Cutting of the Brown Stems in Winter	Cutting of the Brown Stems in Winter
Cutting of Access Paths	Cutting of Access Paths
	Guarantee Period
COST: <b>£6,778.00</b> plus VAT	COST: <b>£7,759.00</b> plus VAT

IMPORTANT NOTES

The area of Japanese knotweed possesses dense vegetation that will need to have access paths cut in order to allow access and effective treatment of the Japanese knotweed. We have allowed the cutting of the access paths as part of our works on the first visit.

HOW TO ORDER YOUR KMP	
OPTION 1	<b>PAY IN FULL</b> Pay for the full cost of the programme and any additional options and we will provide you with your validated Knotweed Management Plan, complete with guarantee certificate (if applicable). You will then be contacted by our operations department to schedule your initial treatment.
	<b>PAY IN INSTALMENTS</b> If documentation is not required immediately, the programme can be paid for in <b>instalments over 4 years</b> . There is no additional cost for this. The first invoice will be issued after completion of the first visit, with subsequent invoices issued on the 12 <sup>th</sup> , 24 <sup>th</sup> and 36 <sup>th</sup> months of the programme. The ability to pay in instalments may be subject to a third-party credit check of the paying customer. *Your validated KMP and guarantee will be issued upon receipt of your final payment.
OPTION 2	5 Year KMP
	Instalments (excl. VAT): <b>1<sup>st</sup> Year - £2713   2<sup>nd</sup> Year - £1355   3<sup>rd</sup> Year - £1355   4<sup>th</sup> Year - £1355</b>
	10 Year KMP
	Instalments (excl. VAT): <b>1<sup>st</sup> Year - £3106   2<sup>nd</sup> Year - £1551   3<sup>rd</sup> Year - £1551   4<sup>th</sup> Year - £1551</b>

# YOUR **KNOTWEED MANAGEMENT PLAN** INCLUDES:

## **SPECIALIST JAPANESE KNOTWEED 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' or hybrid.

The site survey was undertaken by Japanese Knotweed Ltd on **06 May 2021**.

The findings of this survey are collated from a visual inspection only. The survey has established:

- |   |  |   |
|---|--|---|
| 1 | <b>Location</b>                              | The knotweed is located within the <b>woodland</b> .  |
| 2 | <b>Affected Area</b>                         | The <b>onsite</b> visible knotweed area measures <b>1730</b> square metres. Associated with this will be a no disturbance area.   |
| 3 | <b>Access to the Knotweed</b>                | At the time of survey, we noted that access to some of the onsite knotweed areas was difficult and clearance to allow access is required. We have allowed for these works in our quotation. |
| 4 | <b>Damage to Property and Walls</b>          | There <b>were no</b> visible signs of structural damage to the property/ outbuildings or garden walls.  |
| 5 | <b>Damage to Drains and Services</b>         | There <b>were no</b> visible signs of damage to the drains or services caused by Japanese Knotweed.   |
| 6 | <b>Damage to Patios, Paths and Driveways</b> | There <b>were no</b> visible signs of damage to patios, pathways or driveways caused by Japanese knotweed.  |
| 7 | <b>Adjacent Land/Property</b>                | At the time of survey we had no access to the neighbouring properties.  |
| 8 | <b>Watercourse</b>                           | There is no watercourse within 5 metres of the knotweed.  |

## RICS CATEGORY

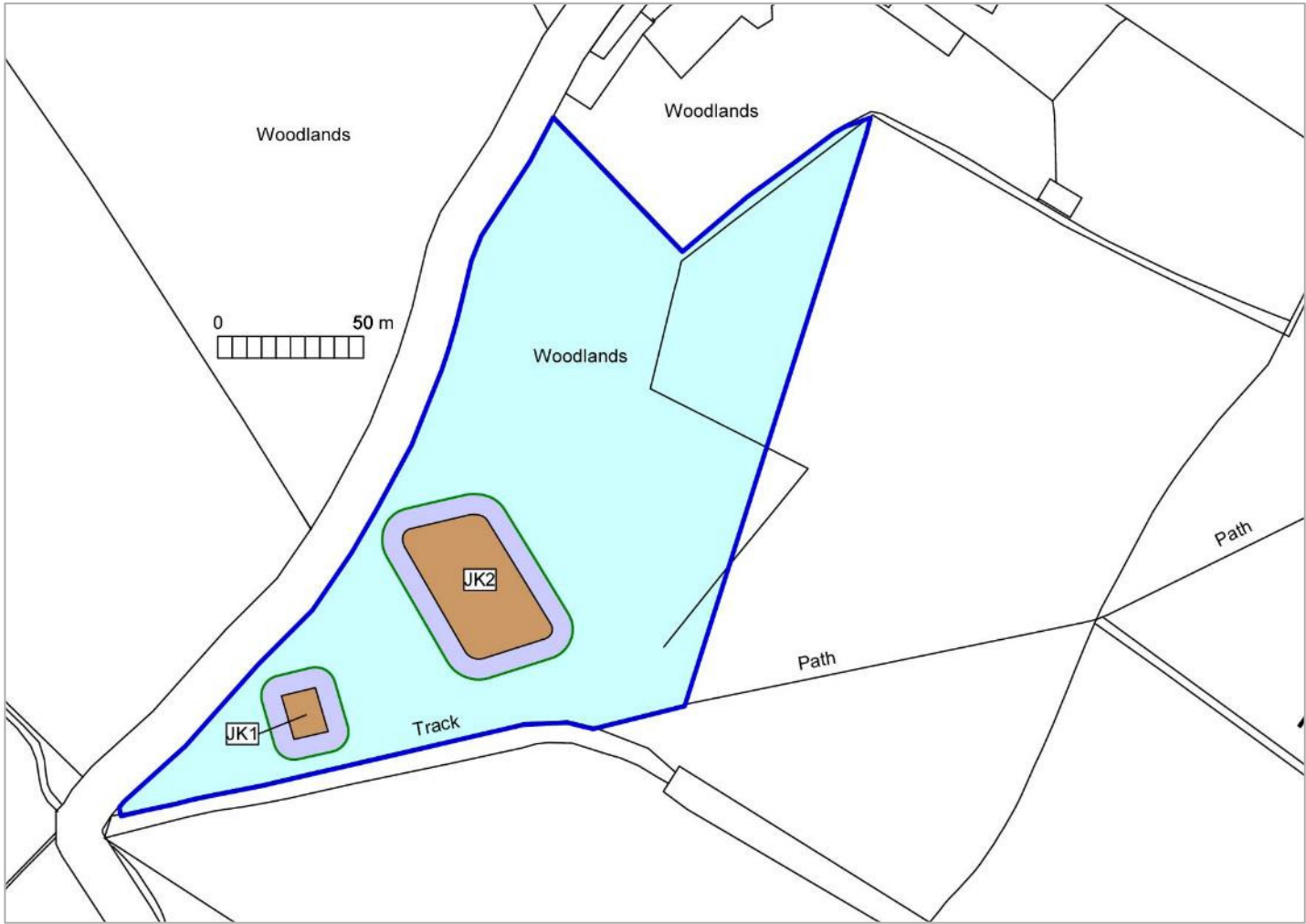
To help understand and categorise the level of risk that the knotweed presents to homeowners, purchasers or lenders, The **Royal Institution of Chartered Surveyors (RICS)** have created a “risk” table. The location of the Japanese knotweed in relation to the buildings at the property will be formerly recorded and the risk category will be accurately assessed. The area around the visible knotweed will contain underground rhizomes and this area is indicated on our survey drawing and referred to as the “risk zone”.

## RICS RISK TABLE

Category	Description
<b>4</b>	Japanese knotweed is within 7 metres of a habitable space, conservatory and/or garage, either within the boundaries of this property or in a neighbouring property or space; and/or Japanese Knotweed is causing serious damage to outbuildings, associated structures, drains, paths, boundary walls and fences and so on.
<b>3</b>	Although Japanese knotweed is present within the boundaries of the property, it is more than 7 metres from a habitable space, conservatory, and/or garage. If there is damage to outbuildings, associated structures, paths and boundary walls and fences, it is minor.
<b>2</b>	Japanese knotweed was not seen within the boundaries of this property, but it was seen on a neighbouring property or land. Here, it was within 7 metres of the boundary, but more than 7 metres away from habitable spaces, conservatory and/or garage of the subject property.
<b>1</b>	Japanese knotweed was not seen on this property, but it can be seen on a neighbouring property or land where it was more than 7 metres away from the boundary.

(RICS IP 27/2012; Page 11; Table 1: Japanese Knotweed Risk Categories)

SITE PLAN SHOWING KNOTWEED DISTRIBUTION AND RISK ZONES



KEY			
	Subject Property and the Boundary		7m Risk Zone
	Visible Knotweed (Subject Property)		7m Risk Treatment Zone
	Visible Knotweed (Neighbouring Property)		

IMPORTANT NOTES

- All areas are approximate and indicative.
- The 7m Risk Treatment Zone is a zone which extends past and surrounds the visible recorded extent of the above ground Japanese knotweed growth. The zone is drawn in accordance to the RICS knotweed risk categorisation guidelines.

# KNOTWEED IN SUBJECT PROPERTY

The subject site is an unmanaged woodland located off Greenwood Lane in Southampton. There is a single pedestrian pathway leading through the woodland with low level scrub land material growing around the trees.

Image 1: ROAD



Image 2: ROAD



Image 3: PARKING



Image 4: FRONT



Image 5: SITE



Image 6: SITE



Image 7: SITE



Image 8: SITE



**The knotweed contaminated areas affecting the property are as detailed below:**

**Japanese knotweed area (JK1):**

This is an area of approximately 180m<sup>2</sup> and is growing within the boundaries of the subject property. The knotweed is a mature growth section located on-site within the woodland. JK1 can be located 65m along the track and 12m in towards the scrub land. There are mature stems present, with new growth emerging.

Image 9: JK1 AREA



Image 10: JK1



Image 11: JK1



Image 12: JK1



Image 13: JK1



Image 14: JK1



### Japanese knotweed area (JK2):

This is an area of approximately 1550m<sup>2</sup> and is growing within the boundaries of the subject property. JK2 is a mature growth section located on-site within the woodland, which can be located 100m along the track and 75m into the scrub land. Mature stems, crown material and new growth is present. Thick knotweed vegetation restricts access into the centre of knotweed area and access paths need to be cut for effective herbicide management.

Image 15: JK2 AREA



Image 16: JK2



Image 17: JK2



Image 18: JK2



Image 19: JK2



Image 20: JK2



Image 21: JK2



Image 22: H&S JK2



## IMPORTANT NOTES

The area of visible above ground stems and crowns is not indicative of the underground rhizome spread/contaminated area. The true extent of the contaminated area will always be greater than the visible evidence and further knotweed growth could appear anywhere within the contaminated area and possibly elsewhere within the risk zone.

# KNOTWEED IN ADJACENT PROPERTIES

At the time of survey we had no access to the neighbouring properties.

# HERBICIDE TREATMENT AND MONITORING

The treatment and monitoring area will be as indicated by **the brown and purple shading on the drawing**. We also treat knotweed if it emerges anywhere within the subject property, as outlined by the dark blue line and light blue shading on the drawing. We will update our documents and site plan accordingly.


The initial treatment visit will either be a dead stem winter brush cut (Jan-Apr) or a herbicide treatment (May-Nov) depending on what stage of the season the order is placed. The scheduling of your visits will be done in-line with your location. Please see our proposed schedule of visits detailed below. **The visits will cease once we have achieved 2 years of no knotweed growth within the boundaries of the site. The guarantee will then commence.**

## SCHEDULE OF WORKS


Year	Typical Schedule of Visits	
2021	May	Survey
2021	May to Aug	Inspection / Chemical Treatment – Cutting of Access Paths
	Aug to Nov	Inspection / Chemical Treatment
2022	Jan to Apr	Visit to cut brown winter stems and leave onsite to biodegrade.
	May to Aug	Inspection / Chemical Treatment
	Aug to Nov	Inspection / Chemical Treatment
2023	Jan to Apr	Visit to cut brown winter stems and leave onsite to biodegrade.
	May to Nov	Inspection / Chemical Treatment
2024	May to Nov	Visit to monitor and treat any knotweed re-growth
2025	May to Nov	Visit to monitor and treat any knotweed re-growth

**For 5 Year only KMP contracts the date of the last monitoring visit within the May-Nov growing season will be dependent on when the order was taken out.**


BRUSH CUT



SPRAY



STEM INJECTION



## IMPORTANT POINTS

### HERBICIDE TREATMENTS

The herbicide treatment and monitoring programme is widely accepted as an effective way to control and manage the spread of knotweed, and in most cases the programme of treatment visits as above will eradicate the surface growth. The impact of the initial application of herbicide will be significant, and the visible aerial growth of knotweed may disappear quite quickly. However, the deep-rooted rhizomes are resilient, and it is impossible to verify with 100% certainty that these rhizomes are dead and that no regrowth will occur in the future.

### THE AFFECTED AREA

The amenity use of the area affected with knotweed will be significantly reduced. We need you to allow the aerial shoots and leaves of knotweed to grow, to enable injection or spraying with chemical. The knotweed will need careful management to avoid contaminating other areas of the garden. Any waste soils generated from gardening work in the affected area is considered as controlled waste by the Environment Agency. If removed from the property, it will need to be removed to a licenced landfill site that is able to accept knotweed.

### KNOTWEED IN LAWNS, SHRUB BORDERS OR SHINGLE

If the knotweed is growing within a lawn/grass area and there are no trees or shrubs close by, we may decide to apply a residual herbicide that will suppress the knotweed growth at ground level whilst allowing the grass to grow. The cutting of the grass can continue as long as the cuttings are not collected, not composted and not disposed in green waste bins. Treating knotweed in this way does prolong the process of control or eradication, and in some cases the knotweed can become dormant under the grass. Knotweed within a shrub border or shingle area without weed suppressing membrane can be successfully treated and managed with chemical programme.

### LANDSCAPING OR BUILDING WORKS

If the footprint of any proposed building falls within the knotweed risk zone area as defined by the green line on the site plan, there will be a significant impact on the cost of the building work. The structure will need to be protected by root barrier and the waste generated by the work from the affected area is considered as controlled waste by the Environment Agency. It will need to be removed to a licenced landfill site that is able to accept knotweed.

### BROWN WINTER STEMS

The aerial stems of knotweed turn brown in the winter. These stems will be cut down in the first and second winter of the programme, if this visit is deemed necessary. These stems will be cut down and left onsite to biodegrade.

### KNOTWEED ON ADJACENT LAND/PROPERTY

Subject to a separate instruction and access permission, we can treat knotweed in a neighbouring property. Tackling knotweed on both sides of the boundary is advantageous to stop issues of encroachment and potential nuisance claims.

If neighbouring treatment is instructed, the treatment of knotweed offsite is limited to the area identified at the time of the survey. We will endeavour to treat this area every time we visit your site but will be unable to make a return visit to treat the neighbouring site if this cannot be accessed at the time of the visit. You will be responsible for arranging access to the neighbouring properties. If the neighbouring property requires their own KMP we will offer a 10% multi-property discount to both programmes, within 6 months of the initial instruction.

### SITE VISIT RECORDS (SVR)

After attending the site, we will produce a digital Site Visit Record, of which a copy will automatically be emailed to our client.

# COMPANY GUARANTEE (OPTIONAL)

The beneficiary of the guarantee is the owner of the subject property. The guarantee gives you peace of mind that if there is any regrowth of knotweed **within the boundaries of the subject property**, it will be treated at no extra charge. **The guarantee commences following the final scheduled monitoring visit.**

SCHEDULE		
Year	Schedule of Visits	
Year 5	Guarantee Period Commences	
Year 5 - Year 8	May to Nov	Call us if you Suspect Re-growth or Email us a Picture
Year 9	May to Nov	Guarantee Visit to monitor and treat any knotweed re-growth
Year 10	May to Nov	Final Visit, Final Report and Recommendations for Extended Guarantee
Year 10	End of Guarantee	

**For 10 Year KMP contracts the date of the Final Guarantee visit within the May-Nov growing season will be dependent on when the order was taken out.**

## BRIEF TERMS OF GUARANTEE

1. Japanese Knotweed Ltd guarantees that in the event of the person entitled to the benefit of the guarantee notifying the Company in writing (email) at any time during the guarantee period of any continuance or recurrence of knotweed within the subject property the Company, upon production of the documents listed below will arrange for the land to be inspected at a mutually convenient time and 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.
  - Survey Report including the plan drawing
  - Knotweed Management Plan (KMP)
  - Completion certificate
  - Receipted invoices
  - Guarantee certificate
2. There is a charge of £100.00 plus VAT for the inspection which will be refunded if there is knotweed growth confirmed within the original treatment area. 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 herbicide treatments as shall to the Company appear to be necessary to control the invasive weed.
3. 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 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;
  - d. 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;
  - e. **if during the treatment period the affected area of ground is changed in any way i.e. it is landscaped, the land is materially disturbed or a weed suppressing membrane is laid, it could encourage or prevent Japanese knotweed from growing or prevent it from being properly treated. The guarantee may become void/invalid if the above works are not carried out properly. We should be contacted prior to you proceeding with any such work and can advise you further.**
  - 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 knotweed has been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled growth from adjacent land.

## IMPORTANT NOTES

■ Guarantees for Flats and Apartments:

If the building is a block of flats or apartments, the guarantee certificate will need to detail the name of the management company **or each individual owner can have a guarantee, for a fee of £200.00 plus VAT.**

■ Assignable Knotweed Management Plan Contract (Our Transfer Fee)

Our Knotweed Management Plan (KMP) Contract, including guarantee, are assignable to a new beneficiary if the property/site is sold or its rights of control/ownership transferred. Upon reassignment the KMP Contract documentation and guarantees will be changed into the new beneficiary's name.

Applicable to each and every re-assignment of the KMP Contract, we (Japanese Knotweed Ltd) must have been:

1. Given written notice (email) to reassign the contract within three months of the contractual change of property ownership.
2. Paid a re-assignment transfer fee:
  - a. There is '**no fee**' for re-assigning the KMP Contract for the 1st conveyance (transaction) of a new build property from the developer to the employer-owner or buyer.
  - b. There is '**no fee**' for re-assigning the KMP Contract within the first 6 months of the contract term.
  - c. Thereafter and until the end of the 5th year of the KMP Contract term, the transfer fee is **£150 plus VAT.**
  - d. From the beginning of the 6th year of the KMP Contract until the end of the contract, the transfer fee is **£200 plus VAT.**

# INSTANT ERADICATION METHODS

Unless the Japanese knotweed plant is small (a young/juvenile plant), it is unlikely that herbicide alone (whichever legal product is used and however it is applied) will remove 100% of the viability from the knotweed crown and/or underground rhizome system.

Disturbance of the stand area before, during or after treatment may therefore promote new growth from deep and/or dormant rhizome. It may also translocate knotweed material to other areas of the site (spreading the contamination) or result in un-licensed illegal removal of waste containing Japanese knotweed from site.

The Environment Agency recognises this limitation with herbicide and state:

*"Japanese knotweed-infested soil that has been treated can be re-used for landscaping the site, but should not be taken off site, unless to landfill"* (as controlled waste) (Environment Agency, Managing Japanese knotweed on development sites - the knotweed code of practice, Environment Agency, 2013 version 3, page 4)

**Therefore, the following should be a key decision-making criteria, when establishing the best treatment option for Japanese knotweed:**

**Is the area where the knotweed resides likely to be disturbed now or in the future?**

**If the answer is YES (i.e. re-landscaping, small building works or full site re-development), then a remediation method involving physical extraction and on or offsite disposal of the plant may be required instead.**

On most construction sites and in some mortgage lending situations the Japanese knotweed will require instant eradication via means of excavation and on or off-site disposal.

Our staff are highly experienced in knotweed identification and excavation techniques and we can fully remove knotweed while minimising the total volume of waste requiring disposal (saving our clients' money).

## WE UNDERTAKE THE FOLLOWING:

- Excavation and Off-Site Disposal [Dig n Dump]
- Reduced Level Excavation and Cap [Dig n Cap]
- Excavation and Sifting [Dig n Sift]
- Excavation and On Site Burial [Cell-Burial]
- Excavation and On Site Relocation [Relocation]

# SUPPLEMENTARY INFO

## KNOTWEED AND THE LAW

The growth of Japanese knotweed is controlled by certain parts of legislation, and there are several types of legal claims that may apply to your situation, which are detailed below.

### 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.

### LEGAL HELP

**If you wish to pursue a legal claim we are happy to put you in contact with one of our reputable solicitors, most of whom work on a "no win, no fee" basis if they agree to take on a case. However, the first step would be to have a Legal Report drawn up. In addition to the survey results, the Legal Report sets out the origin and age of the knotweed, which is critical evidence in all of the above types of claims. A Legal Report costs £250 plus VAT and will usually not require a second visit after the survey to your property.**

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## ABOUT US

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Japanese Knotweed Ltd is one of the leading Japanese knotweed specialists in the UK. Your property will not be far away from one of our existing customers and for this reason we are confident that we can offer you a competitive price to remove or control the Japanese knotweed on your land.

- Property Care Association (PCA) Invasive Weeds Group (IWCG) members
- Qualified surveyors; CSJK PCA qualified
- Qualified staff; CSCS, CPCS, SSSTS & PCA qualified technicians PCAQT
- Licensed Operatives; NPTC PA1, PA6 and PA6AW
- £10m Public & Product Insurance, £1m Professional Indemnity.
- Adherence to the Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178' (Nov 2016) and PCA, Code of Practice, for the Management of Japanese knotweed (version 2.7, Nov 2014)
- Removing the risk of contravening the Wildlife and Countryside Act 1981, Section 14, clause 2
- Waste Management in accordance to the Environmental Protection Act 1990 (EPA 1990) sections 33 and 34

If you have any queries regarding the above, please do not hesitate to contact us by email – [kmp@knotweed.co.uk](mailto:kmp@knotweed.co.uk) or call us on **0333 2414 413**.

For more information, visit our website: <https://www.japaneseknotweed.co.uk>

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## TRUSTPILOT

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We collect customer reviews through a third-party company called Trustpilot. To see our customer reviews please click here: <https://www.trustpilot.co.uk/review/www.japaneseknotweed.co.uk>

Here's what our customers are saying...

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

“Used many time professionally and one personally, the same high level of service every time. Quick and easy diagnosis and quick provision of timescale if found. Couldn't recommend highly enough.” - Andrew L

“Exceptional service by all at Japanese Knotweed Ltd. The staff were friendly and extremely professional and they went out of their way to help me. I would recommend this company to anyone that needed assistance with any aspect of Knotweed & it's eradication.” - Joseph Beckett

People think we are excellent



## OUR AFFILIATIONS AND ACCREDITATIONS



### 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 accredit firms after thorough vetting and on-site inspections to ensure the firm is raising industry standards. This accreditation gives customers reassurance of quality and protection from rogue traders.



### BUILDER'S 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. 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.



### 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.



### 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.



### CONSTRUCTIONLINE

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 valid SSIP certificate.



### ACCLAIM HEALTH & SAFETY

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



### RISQS (RAILWAY INDUSTRY SUPPLIER QUALIFICATION SCHEME)

RISQS qualifies suppliers for all products and services that are procured by the industry. RISQS supports Network Rail, LUL/Transport for London, passenger, light rail and freight train operators, rolling stock organisations, main infrastructure contractors and other rail products and service providers in the management of supply chain risk. RISQS is an independent, third party qualification assessment of a supplier's capability to supply products and services.



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### THE AMENITY STANDARD

Organisations that promote the Amenity Standard logo show that they have a “licence to practice” and you can have confidence that work undertaken is to best practice standards and fully meet the legal requirements.

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### SUPPLY CHAIN SUSTAINABILITY SCHOOL

The School is an award-winning industry-wide collaboration, led by their Partners and Members whose Vision for the School is to be “A world-class collaboration to enable a sustainable built environment”.

# TERMS AND CONDITIONS

1. The prices exclude VAT at 20% and are subject to any change at the prevailing rate.
2. The prices assume that there is less than 50 square metres of knotweed per property, unless otherwise indicated.
3. The quoted treatment plan, regime, cost and provision of guarantee is subject to the availability to use approved Glyphosate based herbicides to treat the target non-native invasive plant species within this management plan. Glyphosate based herbicides have been proven (Swansea University study, Jones et al) to be the most effective herbicides at controlling non-native invasive plants. If the use of Glyphosate based herbicides was prevented for the delivery of this management plan, then we reserve the right to cancel and withdraw all provisions of the service and/or reprice to provide a control service based on using another herbicide or method of control.
4. If applicable the guarantee certificate is issued upon receipt of full payment and this payment is non-refundable.
5. If a guarantee certificate is not required immediately, payment can be by instalments. If you want to cancel the instalment payment plan we require written notice at least THREE months before the next scheduled payment date, otherwise the next scheduled instalment will be payable, and in accordance to this we will, on receipt of your written notice, cease the work immediately.
6. All quotations provided are valid for 30 days from date of issue and are subject to these Terms & Conditions.
7. The insurance premium is made up of £45.00 Premium plus Insurance Premium Tax (IPT) of £5.40. Insurance premium is exempt of VAT.
8. The Insurance Premium Tax is currently 12% and is subject to any change at the prevailing rate.
9. Where specifically stated the Knotweed Management Plan (KMP) programme includes for treating high risk knotweed in neighbouring property. This service is offered as an integral part of the KMP that may benefit from an insurance backed guarantee. It is the responsibility of our client to seek and obtain permission from a neighbouring property owner for us to access and treat knotweed on neighbouring property. Please note that if you were unable to obtain neighbouring property access permission there are no deductions or refunds to be made on the cost of the KMP.
10. THE USE OF THE GARDEN: Please note that if you have chosen herbicide treatments the amenity use of the areas affected by Japanese knotweed will be severely restricted due to the fact that the knotweed has to be allowed to grow so that we can treat it effectively. If this is unacceptable an immediate excavation will need to be considered.
11. THE FOLLOWING SHOULD NOT BE UNDERTAKEN:
  - Do not spread Japanese knotweed stems and crowns. If you spread the material on soil, Japanese knotweed could re-grow.
  - Do not spread soil contaminated with Japanese knotweed rhizome. Any soil that is obtained from ground within 7m of a Japanese knotweed plant could potentially contain rhizome. The rhizome is highly regenerative and will readily grow into new plants.
  - Do not add Japanese knotweed material to a compost heap.
  - Do not waste time. If Japanese knotweed appears on your property treat it immediately. Do not allow it to become established.
  - Do not break the law. If you cause Japanese knotweed to spread you could be guilty of an offence under the Wildlife and Countryside Act 1981.

12. **CONTAMINATED LAND:** The treatment programme will not remove the rhizome system and if the ground within the treatment area is dug up the rhizomes could re-grow. The Environment Agency state that any waste/soil taken from ground containing knotweed (dead or alive), even after a specialist has provided a successful herbicide treatment programme, should be classified as controlled waste if removed from the site.
13. **BUILDING WORKS:** Should you consider extending the building and/or constructing new buildings and permanent structures at any point in the future, any Japanese knotweed present within the footprint of any proposed building works would have to be excavated and removed.
14. **LANDSCAPING WORKS:** If the knotweed is located in an area that you wish to turf, pave or create a driveway you will need to consider excavating the knotweed contaminated ground and removing the knotweed contaminated soil. We would not recommend any disturbance of ground conditions, nor carrying out of landscaping in areas affected by Japanese knotweed unless excavation and removal of the contaminated ground has been successfully completed.
15. **ERADICATION OF KNOTWEED:** In some cases, it is possible that the very deep-rooted Japanese knotweed rhizomes remain in a viable state, and may do so for up to twenty years or so. These rhizomes could potentially re-grow, especially if they are disturbed. In the unlikely event that re-growth or indeed new infestations of knotweed do occur at some time after the end of the guarantee period we will not be held responsible as we do not consider it to be deemed a failing of our work and therefore will not accept liability for any cost incurred for any future treatment of Japanese knotweed on the site. The spraying programme is unlikely to remove the viability from 100% of the underground rhizome system and this is an important note (especially for developers) because the Environment Agency state that any ground containing knotweed (dead or alive) even after a specialist has been providing a herbicide treatment programme should be classified as controlled waste if removed from site.
16. **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 knotweed, or other invasive plant species, 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.

We state that the survey is a 'visual inspection' only, as the majority of the Japanese knotweed plant stems are underground, known as rhizomes. We may only be able to tell if knotweed is present on site, or assess the likely extent of knotweed contamination, if there are undisturbed above ground visible elements present, such as stems, shoots and crowns. If knotweed is buried it may lie viable but dormant underground for many years.

We do not undertake exploratory excavations during our survey so there is a possibility that some underground roots and rhizomes may exist and not be discovered.

During the winter, knotweed goes into temporary dormancy and the aerial growth turns brown and brittle. On larger, more mature stands, the canes remain in place and provide a clear visual marker of the plant's location. However younger or smaller canes may break off and get cleared/blown away, leaving no indication of knotweed whatsoever. If the survey is undertaken during the winter months, it is more possible that we may not discover the presence of knotweed even though it exists.

# GUARANTEE CERTIFICATE

Client: **0**

Property: **Woodland on Greenwood Lane, Southampton, SO32 2AN**

Contract No: **Contract Number**

Treatment Start Date: **DD/MM/YYYY**

Treatment and Monitoring Period Ending: On or after **DD/MM/YYYY**

Guarantee Valid from: On or after **DD/MM/YYYY**

Guarantee Period Ending: **DD/MM/YYYY**

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 the Guarantee period commencing **DD MMM YYYY** and ending **DD MMM YYYY**:
  - (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. 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.

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Signature

Japanese Knotweed Ltd  
Unit 13A Westlink, 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](mailto:guarantee@knotweed.co.uk)**

# THE PROPERTY CARE ASSOCIATION



**...A 'BADGE OF EXCELLENCE' ENABLING CONSUMERS TO RECOGNISE PROFESSIONALISM AND CREDIBILITY.**

**The Property Care Association (PCA) is the trade association representing specialists who can be trusted to resolve problems affecting buildings.**

Japanese Knotweed Ltd is a long-standing members of The Property Care Association Invasive Weed Control Group (IWCG).

The IWCG was established with the assistance of the Royal Institution of Chartered Surveyors (RICS), Council of Mortgage Lenders and The Building Societies Association who are now able to refer and signpost consumers with confidence to contractors affiliated to this scheme.

The Property Care Association works to promote high standards of professionalism and expertise in the industry sectors it represents. This is done by developing and delivering professional training courses, and awarding industry recognised qualifications to those who study for and successfully pass their rigorous examinations.

We are proud to have technically proficient, qualified staff members who have successfully passed these rigorous PCA examinations:

- Certificated Surveyors in Japanese knotweed (CSJK)
- PCA Qualified Technician (PCAQT) – Japanese knotweed

Companies wishing to join the PCA are required to meet and maintain robust membership criteria. These criteria cover aspects of their services including professional qualifications, technical competence, service delivery and financial stability.

To remain members of the PCA, companies have to maintain high standards, and are audited regularly to ensure standards are being maintained. This gives consumers confidence that PCA members are robust and reliable companies to provide them with property care services.

The PCA also provides an industry voice on behalf of its members. The PCA works with government departments, responds to industry consultation documents and assists with the development of new guidelines, all with the aim of promoting best practice.



Because of the high standards of service and quality that is expected from PCA members TrustMark accreditation is extended to all contractor members.

As members of the PCA Invasive Weed Control Group, Japanese Knotweed Ltd are able to offer an Insurance Backed Guarantee (IBG), provided by Guarantee Protection Insurance Ltd (GPI) to safeguard our written company guarantees.

**Choosing a contractor who is a member of a recognised trade body, such as the PCA, is a wiser choice and can be a requirement of mortgage lenders when buying or selling a property affected by Japanese knotweed.**

# **JAPANESE KNOTWEED<sup>TM</sup> TO BE IGNORED**

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