



**inspectas**

Land Remediation

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Survey Report:

# Japanese Knotweed

*Fallopia japonica* - is a fast-growing and strong clump-forming perennial, with tall, dense annual stems. Stem growth is renewed each year from the stout, deeply penetrating rhizomes (creeping underground stems).



**Inspectas Reference:**  
LL1318AF

**Client:**  
Lisa Lingard

**Site Address:**  
Little Lullenden  
Apless Lane, Hambledon  
Waterlooville  
PO7 4QA

**Date:**  
11<sup>th</sup> May 2022

**Surveyor:**  
Andrew Ford

Lisa Lingard  
Little Lullenden  
Apless Ln, Hambledon  
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11<sup>th</sup> May 2022

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## Japanese Knotweed Survey at Little Lullenden, Apless Lane, Hambledon, Waterlooville, PO7 4QA.

Dear Lisa,

A survey for the above property was carried out on the 11<sup>th</sup> May 2022 by Andrew Ford (Invasive Weeds Specialist). Inspectas were instructed to survey for the presence of Japanese Knotweed as the client believes this may be present on the property.

### AIMS OF THE PROPOSAL

The purpose of this proposal is to identify the risks that Japanese Knotweed poses to the property and put forward a cost-effective method to remediate the identified issues.

This proposal will set out:

- Costs to remediate the identified Japanese Knotweed issues.
- The intended use of the property and any plans for development in the site overview.
- Map the location of Japanese Knotweed that has been identified on site and on adjacent properties or land to include a rhizome exclusion zone.
- Put in place a biosecurity policy that reduces the likelihood of Japanese Knotweed being spread onto, around and, or off the property.
- Note the associated RICS Risk Assessment Category
- Discuss the remediation options available to eradicate Japanese Knotweed.
- Put forward an appropriate scope of works in line with the requirements of the property.
- Look at Japanese Knotweed in the context of the wider environment.
- Highlight legislation that relates to Japanese Knotweed, its control and management.

Inspectas are one of the UK's leading Japanese Knotweed specialists, offering accredited and cost-effective solutions to all Japanese Knotweed and invasive weed issues. The findings of this survey are based on a visual inspection only as we do not undertake any exploratory excavations during our survey. It should be noted that Japanese Knotweed rhizomes can extend as low as 3m and may not present any above soil growth and therefore may remain undiscovered.

## QUOTATION: JAPANESE KNOTWEED MANAGEMENT PLAN

**15 Year Japanese Knotweed Management Plan (KMP)** that includes **3-years' herbicidal treatment** with an additional **2-year monitoring period** complete with our **10-year warranty** that covers your entire property boundary.

**Cost: £1,800 + VAT** – This is to include all JK marked in the location map to include all areas of the subject property and the adjacent infestation on Apless Farm.

Costs for the programme have been staged over the duration of the works to assist with budgeting as follows:

- First Visit 2022 - 40% of the contract total
- Final Visit 2022 - 20% of the contract total
- First Visit 2023 - 20% of the contract total
- Final Visit 2023 - 20% of the contract total

### Inspectas are able to offer the following Insurance Backed Guarantee's:

**KNOT Express** – Covers the warranty period of the noted works for a full 10-years post issue of the completion certificate - **£89.60 per property.**

**KNOT New\*** – Covers the treatment, monitoring period & warranty for a period of 10-years from the commencement of the works - **£302.81 per property.**

*If you require your IBG certificate upfront to satisfy a mortgage lender, we will require payment in full for the contract to release documentation. Once payment has been received, we will make the application for the IBG and you will receive the policy directly from Guaranteed Protection Insurance Ltd (GPI).*

All works Inspectas complete adhere to the **PCA's published Code of Practice** for the Management of Japanese Knotweed which can be found by visiting the PCA's [website here.](#)

This offer is valid for 60 days from the issue date.

On behalf of Inspectas.



**Andrew Ford**  
Invasive Weed Specialist (C.S.J.K.)

## SITE OVERVIEW

The site represents a **well-presented detached property** that is currently on the market for sale with the estate agent highlighting the presence of Japanese Knotweed within the boundary of the property.

The property is characterised by driveway to the front with the rear garden accessible by walking around the side of the property. The rear garden is well kept and stretches out towards a paddock at the far rear.

Upon conducting a **walkover survey** of the area **Japanese Knotweed** was identified as noted in **Map 1** of this proposal.

The inspection comprised of a visual inspection of the grounds from within the boundaries of the subject property. The survey also took into consideration adjoining properties where reasonably possible, when standing at ground level within the boundaries of the subject property.

### The Japanese Knotweed can be characterised as follows:

Japanese Knotweed (JK1) – See Location Map For Details.	
<b>Location:</b>	<p>Japanese Knotweed was identified developing adjacent to a garden shed with canes developing to the side and rear. Growth was approaching 1.5m in height with good leaf coverage and no signs of disturbance. Smaller developing shoots were seen to be pushing out from the main stand into a small section of grass.</p> <p>Additional Japanese Knotweed was seen in the hedgerow that sits within the boundary of Apless Farm with knotweed canes reaching over 2m in height with additional smaller growth pushing up through the lawned area.</p>
<b>Area of Infestation:</b>	Small stand of Japanese Knotweed measuring approximately 6m <sup>2</sup> sitting some 19m from the exterior fabric of the property.
<b>Damage to Property/Walls/Outbuildings:</b>	N/A
<b>Damage to Pathways/Patios/Driveways:</b>	N/A



## SURVEY PHOTOGRAPHS

Image 1 – JK1 (MAP 1)



Japanese Knotweed can be clearly developing close to the shed with smaller plants pushing out from the main stand. Additional knotweed can also be seen developing within the hedgerow of Apless Farm.



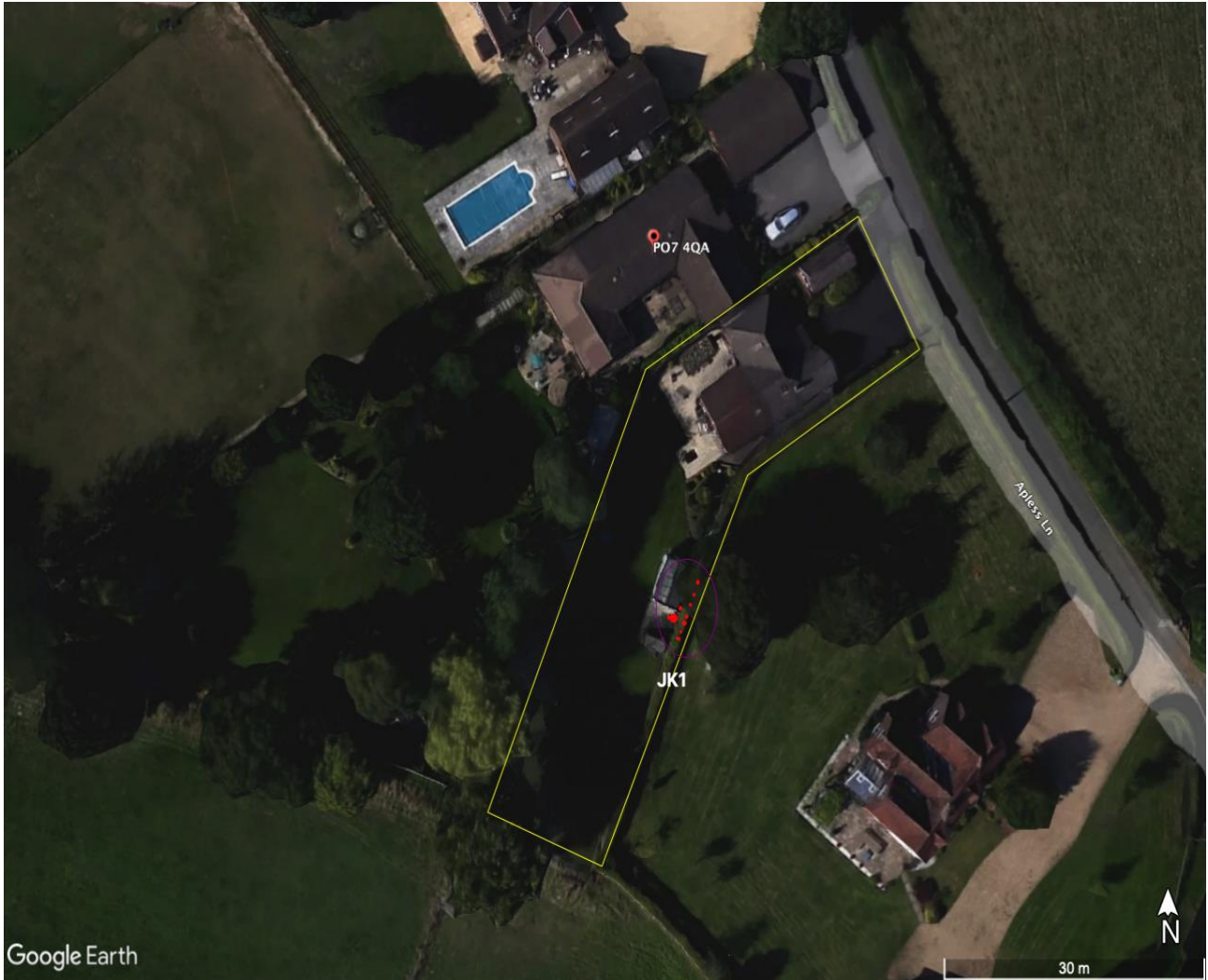
Image 2 – JK3 (MAP 1)



Smaller developing shoots of Japanese Knotweed can be seen developing through the lawned area within the boundary of Apless Farm.



## LOCATION OF THE JAPANESE KNOTWEED



### Map 1 Key:

- Red** represents the infestations of Japanese Knotweed identified on the site survey.
- Purple** represents the rhizome exclusion zone.

### What is the rhizome exclusion zone?

*The rhizome exclusion zone is the area we expect the rhizomes to be extending out from the main infestation. As it only takes 0.7g of rhizome to start a new infestation Inspectas would ask that this area is left undisturbed for the duration of the programme*

## SITE SPECIFIC BIOSECURITY POLICY

**Risk:** Japanese knotweed should not be cut, damaged or disturbed. **Japanese knotweed** is legally classified as **controlled waste** and should therefore only be handled by a specialist **licensed controlled waste operator**.

**Strategy:** Inspectas to fence off all areas of the infestation to the rhizome exclusion zone and to erect signage to warn of the presence of Japanese Knotweed. Inspectas will look to utilise green netlon fencing to ensure no disturbance or transference of knotweed propagules occurs.

**Identified Risk:** Japanese Knotweed is pushing through the lawned area on the boundary of Apless Farm with the risk of propagules being spread to other areas through mowing and strimming.

**Strategy:** Inspectas will need to put in place an exclusion zone of 3m from visible growth and ask that no mowing or strimming take place within this area.

**Identified Risk:** Japanese Knotweed is developing through the hedgerow within Apless Farm.

**Strategy:** Inspectas will need to cut back sections of the hedgerow to ensure all growth is exposed and dealt with to ensure the successful completion of the management plan.

**Advisory Note:** Winter Cane Removal.

**Strategy:** Through winter clearance works Inspectas will look to cut back all winter canes from their footings to biodegrade onsite. It should be noted that dead winter canes are non-viable therefore no new growth can develop from the dead canes.

**Advisory Note:** Future Building & Landscaping Works

**Strategy:** Should you consider extending the building and/or constructing new buildings and permanent structures at any point, any Japanese Knotweed present within the footprint of any proposed building works would have to be excavated and removed. The Environment Agency state that any ground containing knotweed (dead or alive) even after professional remediation should be classified as controlled waste if removed from site.

**Advisory Note: Survey Limitations:**

Japanese Knotweed can sometimes be hidden either deliberately or by accident. This could include the physical removal of canes and crowns, mowing lawns or covering the knotweed area with turf, hardstanding, weed membrane, ornamental stones, or artificial turf. For this reason, Inspectas cannot take responsibility for identification or future developing growth that was not evident or witnessed at the time of the survey.



## AMENITY & STRUCTURAL IMPACTS

The presence of Japanese knotweed, even just the presence of the plant's underground rhizome within the boundary of the property, **can have a significant impact on amenity use and value.**

- Where Japanese knotweed is located there is a restriction of the free amenity use of the land. The restricted-use area can be significant including not only the area of above-ground visible stem growth but also an outlying underground area possessing the plant's rhizome (depending on age/maturity/size of the plant most rhizome is found beneath the stand and typically extends up to 3m from the outer edge, even further in some situations).
- The above ground growth can become dense blocking physical access to areas of a property. Growing amongst landscape beds it will make gardening and grounds maintenance difficult. When growing through lawns it restricts the ability to mow and easily dispose of lawn cuttings ('nodes' of knotweed stems are capable of re-growing if introduced to compost heaps).
- Ground possessing the plant's rhizome poses an immediate and long-term restriction and burden on the landowner's ability to freely use and enjoy their property; it can be said to interfere with the land's amenity value.
- Disturbing the rhizome, even after herbicide treatment can cause growth to be triggered and moving the soil increases the risk of spreading the plant to other areas (on or off the property).

The extent of the **structural damage** that arises from Japanese knotweed could be described either as 'minor' (e.g., **ruptured tarmac or heave to paved areas**) or 'serious' (e.g. **blocked or damaged drains, cracked brickwork or boundary/retaining wall displacement**).

- Japanese knotweed can cause these direct structural impacts *on buildings* (as can some bamboo species) but the severity and frequency of this are probably less than that of many trees and/or shrubs (esp. buddleia) with secondary-thickened (woody) roots.
- However, a prodigious growth rate and unique physiology make Japanese knotweed capable of growing through and exploiting defects & weaknesses in concrete, brickwork etc. both within and around buildings (in new and old buildings). This can cause various degrees of disruption or disfigurement which, if not managed, can lead to significant repair costs over time.

## JAPANESE KNOTWEED MANAGEMENT CATEGORY

The Royal Institute of Chartered Surveyors set out a framework for objectively assessing and reporting the risk posed to a property by the presence of Japanese knotweed, this paper assists homeowners, purchasers, and lenders in making informed decisions.

Category	Description
<b>A</b>	<b>ACTION</b> - Japanese Knotweed is on site, record as actually causing visible material damage to a structure. Lending advice = <b>No Mortgage until a specialist report is obtained and a suitable management plan is agreed</b> . Non-Lending advice = Specialist Remediation Contractor to advise appropriate action.
<b>B</b>	<b>ACTION</b> - Japanese Knotweed is on site, not causing material damage to a structure but likely to prevent use of or restrict access to amenity space. Lending advice = <b>No Mortgage until a specialist report is obtained and a suitable management plan is agreed</b> . Non-Lending advice = Specialist Remediation Contractor to advise appropriate action.
<b>C</b>	<b>MANAGE</b> - Japanese Knotweed is on site, not causing material damage to a structure and not affecting access to or use of amenity space. Lending advice = <b>No mortgage retention</b> . Non-Lending advice = Specialist Remediation Contractor to advise appropriate management.
<b>D</b>	<b>REPORT</b> - Japanese Knotweed is off site within 3m of the subject property boundary. Lending advice = <b>No mortgage retention except in exceptional circumstances</b> . Non-Lending advice = Specialist Remediation Contractor to advise on possible encroachment and appropriate management.

The identified infestation of Japanese Knotweed is classed as a **Category B Risk**.  
See **Map 1** for locations of all Japanese Knotweed.

Mortgage providers are reluctant to lend on properties affected by Japanese Knotweed. However, individual lenders are willing to approve lending once remediation works have been implemented.

Although conditions will vary in practice, these lenders will generally want to see evidence of:

- The implementation of a management plan to deal with the infestation.
- Evidence that the initial treatment has been completed.
- The provision of a 10-year warranty to cover against any regrowth and the inclusion of an Insurance Backed Guarantee (IBG).



## PROPOSED REMEDIATION STRATEGY

Inspectas work proactively to ensure projects are delivered on time and to budget. For this reason, we offer fixed price quotations that are tailored to the specific needs of your home, commercial property, or site.

Following discussions on the remediation options available during the site survey, Inspectas Land Remediation, in line with the client decision to remediate the issue via herbicidal control, propose to employ a **3-year herbicidal in situ management plan with a further 2-year monitoring period.**

### Pros

- Cost effective solution versus mechanical excavation.
- Helps prevent the infestation from spreading out by reducing the plants' ability to develop further.
- Helps prevent the infestation from further causing damage to built structures.
- Simple and structured approach to administer the herbicide.

### Cons

- Can take multiple years to achieve full control when mature stands are identified.
- 2 years of monitoring must be included in the management programme to ensure evidence of all growth has ceased.
- Not suitable as a single solution when future development plans involve the disturbance or movement of soil.
- Whilst the impact of the initial application of herbicide will see a significant reduction in the above soil visible growth deep rooted rhizomes can be resilient. For that reason, it is impossible to verify with certainty that these rhizomes are dead and that no regrowth will occur in the future.
- Any development or construction works currently underway cannot continue in areas containing Japanese Knotweed. This could result in the infestation spreading to other parts of the site or indeed off-site.
- The use of certain herbicides is restricted near waterbodies and protected vegetation.
- Soil previously contaminated with Japanese Knotweed is classed as a controlled waste even after the completion of the programme and must therefore be handled by a licensed waste carrier.

Timescales associated with the proposed herbicidal programme is dependent on the areas of infestation being left undisturbed for the duration of the proposed works. The client should also notify all relevant parties that the cutting down/pulling out of any Japanese Knotweed is not permitted during the treatment programme as to do so could cause new infestations to occur.

## PROPOSED SCOPE OF WORKS

When considering how to develop an optimal management plan for the removal of Japanese Knotweed the following factors were taken into consideration:

- Timeframe in which the work needs to be completed.
- The suitability of different treatment options.
- Structural or environmental features that might affect control action, such as proximity to watercourses, desired vegetation and built structures.

The use of herbicides is widely considered to be an effective way to control and manage the spread of knotweed. It should be noted that the Environment Agency state that any waste from soil containing Japanese Knotweed (dead or alive) even after the completion of the management programme should be classified as controlled waste if removed from site.

**Based on consideration of these factors Inspectas propose to carry out the following works to ensure removal of Japanese Knotweed in the following time frame:**

- Cut back sections of the hedgerow to expose all Japanese Knotweed growth.
- Cut back all vegetation and dead canes surrounding JK1.
- All areas of infestation fenced off with green netlon and placed out of bounds for the duration of the programme.
- There will be 2 visits during each growing season and depending on weather conditions Inspectas will give 2 days prior notice to our attendance.
- Herbicidal application during the 2022, 2023 & 2024 growing seasons for all noted Japanese Knotweed.
- Visits will be conducted between the months of August – November.
- Winter clearance works will take place between the months of January – February.
- As part of winter clearance all dead canes will be cut back from their footings to be composted.
- Monitoring visits conducted through 2025 & 2026.
- Issue of 10-year warranty covering 2026 – 2036.



## WORKS SCHEDULE

Visit	Year	Activity	Month	Completed
1	2022	Site Setup	May	
2	2022	Herbicidal Application	Aug - Sept	
3	2022	Herbicidal Application	Sept - Oct	
4	2023	Winter Clearance	Jan - Feb	
5	2023	Herbicidal Application	Aug - Sept	
6	2023	Herbicidal Application	Sept - Oct	
7	2024	Herbicidal Application	Aug - Sept	
8	2024	Herbicidal Application	Sept - Oct	
9	2025	Monitoring Visit	May	
10	2025	Monitoring Visit	July	
11	2026	Monitoring Visit	May	
12	2026	Monitoring Visit	July	
	2026	<b>Issue completion certificate &amp; 10-year guarantee certificate that covers 2026 - 2036</b>	<b>October</b>	

## INSURANCE BACKED GUARANTEE (IBG)

As a member of the **Property Care Association (PCA)** Inspectas can provide separately underwritten **Insurance Backed Guarantee's (IBG)** that sit in conjunction with our standard **10-year warranty**. These IBG's give our clients additional confidence along with satisfying the requirements of **mortgage lenders** who may require an IBG to be in place when securing lending on a property or commercial development.

### Inspectas can offer the following Insurance Backed Guarantee's:

**KNOT New** - Treatment, Monitoring and Insurance Backed Guarantee For 10 Years from Day 1 Of The Management Plan.

- Provides cover from the contract start date for a full 10 years.
- Covers the treatment (3 years), monitoring (2 years), and 5 years post completion.
- Should Inspectas cease trading at any point throughout the contract or warranty period, the guarantee will allow for an alternative PCA contractor to pick up the works where Inspectas left off

*This option provides cover from day 1 and provides peace of mind should you be selling the property in question and need to satisfy the mortgage lender that all aspects of the work are covered from the onset of the management plan. This option is only available on herbicidal treatment management plans.*

**KNOT Express** – Post Completion 10 Year Insurance Backed Guarantee.

- Provides cover for a full 10 years once the programme has finished and Inspectas have issued the completion certificate.
- Includes herbicide, screening/sifting, rhizome fragmentation, bund/stockpiling, excavation and removal to landfill, root barrier – vertical and burial/cell formation.
- The IBG provides peace of mind that any re-growth of Japanese Knotweed will be dealt with during the 10-year guarantee period even in the unlikely event of Inspectas ceasing to trade.

*This standard 10-year IBG protects against any regrowth post completion of the management plan and as a full member of the PCA we can offer our clients the reassurance that comes with the professionalism our team delivers, and in the unlikely case we were not able to fulfil our responsibilities the Insurance Backed Guarantee will cover the eventuality.*



## REMEDIATION STRATEGIES

### Herbicidal Management Plan:

By understanding that no two infestations are the same, the Inspectas system is based on an in-depth knowledge of Japanese Knotweed and its associated environmental and ecological risks. We ensure all pathways are identified and closed down, and put in place a full and comprehensive biosecurity policy to prevent disturbance and transference of Japanese Knotweed propagules



All herbicidal management plans are typically achieved over 3 growing seasons with a further 2 years monitoring. We utilise the latest developments in the application of specific targeted herbicides via either foliar application, or stem injection. In conducting a herbicidal programme, we will initially cordon off the area of infestation to ensure no disturbance occurs. We will then conduct multiple visits per growing season, depending on the severity of the infestation, to ensure removal of Japanese Knotweed is achieved.

At the end of the programme our standard collateral 10-year warranty will be issued with the option to include an Insurance Backed Guarantee. Post completion we will conduct bi-annual visits to ensure no further regrowth occurs. All works we complete come with a warranty that is fully transferable at no additional cost.

### Benefits of a herbicidal management plan:

- Cost effective solution versus dig & dump.
- Prevents the infestation from spreading out by reducing the plants ability to develop laterally in the first instance.
- Prevents the infestation from further causing damage to built structures.
- Simple and structured approach to administer the herbicide.
- Proven results.

## Dig & Dump:

An instant solution in which all areas of contamination are excavated and transferred to a registered landfill site in line with current legislation. Inspectas Land Remediation have specialist in-house operatives to conduct the works and provide all plant machinery as well as install all required barrier membranes to ensure your site is declared Japanese Knotweed free in as little as 2-3 days.



Typically, we will excavate to a depth of 2-3m to ensure all rhizomes are excavated and will then chase the offending system laterally. We will then look to install any required root barrier membrane to prevent neighbouring infestations from re-infecting a site.

All excavated soils containing the propagules of Japanese Knotweed are classed as a controlled waste as per the Environmental Protection Act 1990 and will require a WAC test to be presented to the relevant registered landfill site. As part of our land remediation service Inspectas can conduct full WAC testing of soils to ensure acceptance by landfill and can turn around this service in as little as 5 days.

We have experience working on large scale development sites as well as challenging small-scale works where access can be a problem.

A full 10-year warranty or an Insurance Backed Guarantee is issued on completion of the noted works.

## Benefits of Dig & Dump:

- Removes all Japanese Knotweed and its associated rhizomes instantly.
- No restrictions are placed on the area excavated.
- Development work can commence immediately after excavation.

## Cell Burial

Where space permits, we can translocate all contaminated Japanese Knotweed material to a specifically designed cell that will be lined with a geotextile membrane. As with dig & dump the Japanese Knotweed is excavated, but instead of taking to landfill a pit is dug onsite and lined with the membrane ready for the Japanese Knotweed to be buried. Once all contaminated material is placed in the cell it is sealed, ensuring all joints are heat welded closed, before a layer of topsoil is placed on top of the cell.

As per the Environment Agency's [RPS 178](#) guidance statement, Inspectas follow all noted conditions in the treatment and burial of invasive non-native plant material.

## Benefits of Cell Burial

- Low costs versus dig and dump.
- Quickly removes Japanese Knotweed from an undesirable area.
- The ability to immediately develop on the area of infestation.

## Stock Piling:

A low-cost solution whereby all contaminated material is excavated in line with our dig and dump process. A suitable area is identified onsite for the contaminated material to be stockpiled with a geo-textile membrane installed to prevent cross-site contamination occurring.

The stockpile is then fenced off and secured and is entered into an herbicidal management programme. Once the programme is completed the soil can be recycled elsewhere on the site providing environmental benefits to the development site.

It should be noted that in line with current legislation the height of the stockpile should not exceed 500mm. Utilising this method we reduce the need to take contaminated soils to landfill

## Benefits of Stock Piling

- Cost effective.
- Development works can commence on areas of previous infestation.
- Japanese Knotweed is relocated to a less intrusive area of the site.
- Guaranteed results.



## Spoil to Soil:

Utilising this technology, we can separate contaminated Japanese Knotweed materials from the area of infestation leaving the processed soil to be re-distributed onsite. This environmentally friendly method of remediating the presence of Japanese Knotweed is achieved using specialists plant machinery that is able to separate rhizomes from the soils from which they have established themselves within.

The corresponding rhizomes and stems are transferred to a registered landfill site reducing tipping costs versus dig and dump and thus allowing the treated soil to be used for soft landscaping.

As per the Environment Agency's [RPS 178](#) guidance statement

**You can reuse screened or sieved soils on the site of production, but only in a restricted area - not spread across the site. Their use must also be away from:**

- watercourses, ditches or protected areas - we recommend at least 50 meters
- boundaries with neighboring properties
- existing amenity areas, lawns and gardens
- places that may be used by people or livestock

## Benefits of Spoil to Soil

- Can be conducted all year round.
- Less controlled waste is taken to landfill.
- Cost benefit vs full dig and dump.
- Treated soils can be recycled onsite to aid landscaping.

## WHAT IS JAPANESE KNOTWEED?

A fast-growing perennial plant that develops at up to 6cm a day and spreads by rhizomes (root systems) being disturbed and moved. As little as 0.7 grams of rhizome (less than the size of your fingernail) is all that is needed for a new infestation of Japanese Knotweed to develop on your land or property.

As a result, lenders will typically refuse to engage with a property that has an infestation of Japanese Knotweed – unless an effective management programme is in place, and one that includes an Insurance Backed Guarantee.

The underground rhizomes of this species can penetrate loose aggregate and grow through existing small cracks, openings, or voids in asphalt/concrete. Like many plant species, once established, the underground structures of Japanese Knotweed rhizome can slowly increase in volume over time and ultimately impact built structures (e.g. drains and patios), typically in the form of exacerbating existing weakness or damage. However, Japanese Knotweed is typically less likely to cause such damage than may commonly be encountered with woody plants.

Other negative impacts include:

- Loss of biodiversity.
- Increased flooding risk by impeding river-water flow.
- Increased riverbank erosion.
- Economic loss, primarily associated with control costs in the construction sector.
- Delays to development.
- Aesthetic damage to gardens and landscaping.
- Loss of amenity and recreational space.
- Adverse publicity for landowners.

While acknowledged as disproportionate to the actual impacts caused by Japanese Knotweed, the presence of the species can also result in:

- Financial institutions refusing to provide a mortgage or building insurance.
- Impeding and or preventing property sale.
- Diminution of property value.
- Loss of quiet enjoyment (as per common law).
- Neighbour disputes and, on occasions legal fees.



## JAPANESE KNOTWEED IDENTIFICATION

Japanese knotweed is an herbaceous perennial so the above ground parts of the plant will die off over winter leaving visible brown desiccated stems ('canes'). All-year-round identification characteristics are covered below:

### March–April:

Spring is when new season knotweed stems are generated from the plant's underground rhizome system, using the energy stored within to fuel rapid growth. Sitting at or just below ground level, red 'bud like' shoots a few millimetres high will first appear then, as the weather warms, these buds erupt and start to grow as stems, at a rate of up to 12-18cm per day in mature plants. Emergent stems can have the appearance of asparagus-like spears when around 10-20cm high, going on to develop a more distinctive appearance as branches and leaves unfurl.





### May–July:

By early summer, the plants stems should be reaching full height, which in mature plants is typically 2.5 - 3m high and sometimes higher (especially Giant knotweed). The free- standing bamboo-like stems (canes) can be largely concealed by a semi-dense canopy of foliage above and at the sides of a 'stand'. The branches grow from nodes on the plant's stems in an alternate pattern giving a mild zig-zag shape to the branches. The leaf stalks (petioles) grow from the stems in the same alternate pattern:

- Purple/pink speckling towards the base of the main stems
- The main stems, that can reach a height of more than 3m
- The leaf stems (petioles), with an alternate growth pattern
- The leaf (shovel or shield-shaped)





**October-November:**

In the autumn, the plant prepares for winter dormancy by re-absorbing nutrients from the leaves/stems back into the plants underground rhizome system. This turns the leaves and stems yellow then brown as the above ground parts of the plant die off. The brown leaves fall from stems which in turn become a buff-brown colour. The brown stems typically stay standing as they are of a semi-rigid fibrous construction.





**December-February:**

This is, perhaps, the hardest time of year to identify knotweed but only if the stems have been blown down by strong winds or cut and cleared. Otherwise, the dead canes are themselves a good diagnostic aid for the presence of knotweed. The brown desiccated stems are identifiable by their height, alternate growth patterns of the branches and spindly desiccating flower stems towards the end of the branches. Where stems *have* been blown down or cut and cleared you may be able to find the cut or wind snapped base of the stems at ground level. These will appear as tell-tale hollow stem bases





## JAPANESE KNOTWEED LEGISLATION

An invasive weed can be defined as a species that is not native to a specific geographical location and has the ability to spread and cause damage to the environment or human health.

**Japanese Knotweed is one such species, and is regulated by several acts of legislation, the main being:**

- The Wildlife and Countryside Act (as amended) 1981
- The Environmental Protection Act 1990
- The Environmental Protection (Duty of Care) Regulations 1991
- Third party litigation where damages may be sought for allowing Japanese Knotweed to spread onto other properties
- The Anti-social Behaviour, Crime and Policing Act (ASBO) 2014

The legislation puts a duty of care on the landowner with a Japanese Knotweed infestation to be proactive in the control and management of any infestation. Planning permission and mortgages may also be refused without a management plan in place for the infestation.

### The Legal Position:

The Wildlife and Countryside Act 1981 provides the primary controls on the release of non-native species into the wild in Great Britain:

- It is an offence under Section 14(2) of the Act to 'plant or otherwise cause to grow in the wild' any plant listed in Schedule 9, Part II. This includes Japanese Knotweed.
- All parts of the plant and any soil contaminated with the rhizome are classified as controlled waste and are required legally to be removed and disposed of by a licensed waste control operator.
- Claim – An individual or organisation may peruse a private claim in nuisance or a private prosecution under the 1981 or 1990 Acts.
- ASBO – Introduced in 2014 and aimed at both companies & individuals to deal with their infestations before the problem spreads off their property or land. A magistrate can issue a fine and force the defendant to have the infestation professionally eradicated.

## JAPANESE KNOTWEED & MORTGAGES

Can you get a mortgage or secure lending if Japanese Knotweed is present to land or a property?

As it stands if Japanese Knotweed is within 7 metres of a respective property or land boundary it may be treated as at-risk by a lender. Whether or not you can find a lender depends how your property rates against the RICS category the infestation fits into. See section 1.3 of the policy for the relevant RICS category.

Does Japanese Knotweed affect house prices?

It can be a factor and is dependent on the RICS category the infestation is classified as. As Japanese Knotweed can create its own mono-culture it can spread out quickly if disturbed with it taking only 0.6g of rhizome for a new infestation to develop.

### Lenders current policies:

As it stands lending policies for the major banks & building societies sits as follows:

### Nationwide:

Our policy on Japanese Knotweed depends on how far the plant is from the property. If it is less than seven metres away from the property, we would request a specialist report about eradicating it before deciding whether we could lend. If the plant is more than seven metres away, we would need written confirmation from the borrower that they want to proceed with their mortgage application despite the presence of the plant.

### Santander

Santander does not decline properties for a mortgage where Japanese Knotweed is found. At the moment, in line with current guidance, when a valuer identifies the presence of Japanese knotweed at a property we require it to be assessed by a specialist, such as a member of the Property Care Association or similar body.

Currently, if the Japanese Knotweed is found within seven metres of the property, we require the invasive weed to be removed by a specialist who is able to provide an insurance backed guarantee for their work.

## HSBC

Current HSBC policy classifies any Japanese Knotweed noted closer than seven metres to the property as unacceptable security. We may consider properties for mortgage where Japanese Knotweed is present under certain policy circumstances subject to provision of an insurance backed treatment plan by an appropriately qualified person or company, being an accredited member of an industry recognised trade association, which must have commenced and been paid for in full. An assignable ten-year guarantee must be also provided upon completion, as the risk is that without the full treatment the infestation is likely to reappear.

The key factors in whether we will proceed to lend are the distance of the infestation to the mortgaged property, whether any serious damage has been caused as a result and at what stage the treatment is.

## Yorkshire Building Society

Depending on the severity of growth of the weed and its proximity to the property, we might ask for a specialist report, and in some cases we might not lend. We'd always recommend that if borrowers affected by the weed have work done to treat the infestation, that they secure some form of insurance-backed warranty or guarantee.

## Lloyds Banking Group

Our lending decisions are made subject to the valuer confirming the property as suitable to lend on. To inform that decision, the valuer will require a specialist report outlining the issues and remediation costs.

The knotweed may impact the valuer's assessment of the property and therefore amount that will be lent. If Japanese knotweed is seen as a structural threat to the property, the lending decision would be declined.

## TSB

TSB will lend in cases of Japanese Knotweed but subject to certain restrictions around putting an approved eradication programme in place.

Category 1 - no action is required unless recommended by the valuer. Category 2 – case to be reviewed on individual merits following valuer advice. Category 3 or 4 - a full report and detailed treatment plan must be undertaken by an appropriately qualified expert. When treatment is required it must be carried out by a member of the Property Care Association or Invasive Non-Native Specialists Association (INNSA) and backed by a minimum 10-year insurance guarantee. The guarantee must be property specific and transferable to subsequent owners and mortgagee in possession.



## ABOUT US

Inspectas was formed in 2013 as a multi-disciplinary company specialising in the remediation of non-native invasive weeds as well as providing asbestos compliance and project management solutions to a host of commercial and residential clients.

### For this reason, Inspectas has two distinct divisions:

The **Inspectas Land Remediation** division solely focuses on the remediation of **non-native invasive weed** works specialising in the management of **Japanese Knotweed**. Full details on the service can be found on the Inspectas Land Remediation [website](#).

The **Inspectas Compliance** division focuses on conducting **UKAS accredited asbestos works**. A full list of the services undertaken can be found on the Inspectas Compliance [website](#).

### To find out what our customers think of us visit our profile on [Trustpilot](#)

“Knotweed Treatment – We needed to have a site we owned inspected for suspected minor Japanese Knotweed presence prior to commencement of our new building and were recommended to talk to Inspectas Land ...

 by Marlin Group

Rated 4.6 / 5 | 32 reviews



“House sale. – The help we received via Inspectas was straight forward, prompt and hassle free. Selling a house is fraught with problems at the best of times. The Knotweed problem disappeared when Inspectas were appointed.”

 by Tony Millichap

Rated 4.6 / 5 | 32 reviews



## ACCREDITATIONS



The PCA is the only approved and respected governing body of the Japanese Knotweed and Invasive Weeds Industry. Contractor members are licensed under the Government's TrustMark Scheme, as the PCA are a TrustMark Scheme Operator with all members being required to adhere to a formal Code of Conduct.



NPTC's aspire to promote competence and professionalism in the workforce of land-based and related industries by the encouragement of continuous learning and the recognition of skill.



Constructionline is the UK's largest certified pre-qualification database, saving the construction industry over £500 million a year in administration. Already used by over 60% of local authorities, constructionline reduce duplication and save time and money by encouraging organisations to use a single source for pre-qualification.



Safe contractor is an accreditation scheme that assesses the health & safety competency of contractors and service providers. Clients have a legal obligation to ensure that external contractors and service providers working on their premises operate in a safe way.



CHAS have assessed and approved Inspectas health and safety systems and processes. CHAS is established as the market leader for health and safety pre-qualification in the UK. It is a non-commercial scheme available to suppliers and to organisations looking for suitably competent suppliers.





**TRUSTMARK**  
Government Endorsed Quality

This is to certify that

**Inspectas**

is a TrustMark Registered Firm through the  
**Property Care Association**



**Registered Trade(s):** Japanese Knotweed Control & Eradication.

Signed

Chief Executive  
TrustMark (2005) Limited

Issue Date: 29/04/2019 Valid only with PCA membership

[www.trustmark.org.uk](http://www.trustmark.org.uk)





This is to certify that

**Inspectas Compliance Ltd trading as  
Inspectas Land Remediation**

is a Member of the Property Care Association

Membership number: 5958

  
**Stephen Hodgson**  
Chief Executive Officer

**2022**

The information on this certificate was correct at the time of printing. To check the company is still a current member of the PCA, please check the website [www.property-care.org](http://www.property-care.org) or call 01480 400000.

## DESCRIPTION OF THE MANAGEMENT PLAN

The management plan should be implemented to control and prevent the spread of knotweed and/or other invasive weeds on and out of the site. This plan details the identified problems together with the remedial and management works proposed and/or implemented. The management plan will be overseen by the Site Manager, and in their absence, his deputy. The management plan, its appendices and revisions shall be kept for future site owners.

### Preventing Further Spread:

- Where possible all areas affected by 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 3 metres away from any visible knotweed growth, where possible, to protect rhizomes close to the surface from disturbance
- No material is to leave site from the contaminated areas, except as part of specially supervised invasive weed treatment works.
- No new materials should be stored in, or adjacent to infected areas. Where there is a high risk of infestation from neighbouring land, the landowner should be contacted, and a co-ordinated treatment programme should be agreed.

### Site Considerations:

The procedure for controlling and eradicating Japanese knotweed infested areas will be undertaken following best practice guidelines.

Strategies for the management of Japanese knotweed are dependent on the following factors, for example:

- Proximity to water
- Sensitivity of the site
- Sensitivity of other species growing in the vicinity
- Size of the infestation
- Site size, location
- Timing of treatment
- Proximity of tree roots
- Site access
- Costs
- Time available for treatment
- Public access

## HOW ACTIONS WILL BE EVALUATED

Prior to commencement of the proposed works a baseline survey of the entire site will need to be undertaken by a suitable qualified invasive weed specialist. Although this site management plan seeks to ensure that all Japanese knotweed infested soils are dealt with in line with current legislation to ensure that no viable Japanese knotweed material remain, there always remains the risk that some viable Japanese knotweed material will be left remaining on site. In such an instance it is essential that all Japanese knotweed infested areas are properly identified and treated appropriately and as soon as possible.

As herbicidal control of the Japanese Knotweed is the preferred solution to remediate the problem the application of herbicides will be carried out by a qualified professional taking the appropriate advice from a BASIS registered supplier.

Upon completion of every visit our qualified professional will ensure that all herbicides used are logged in line with best practices

Spray Record Sheet - **Inspectas Land Remediation**. Date : / /

Operator Name: \_\_\_\_\_

Site Address: \_\_\_\_\_

Job Ref: \_\_\_\_\_

Reason For Treatment \_\_\_\_\_

**Weather**

<b>Rain</b>	Heavy	<input type="checkbox"/>
	Moderate	<input type="checkbox"/>
	Light	<input type="checkbox"/>
	Showers	<input type="checkbox"/>

Adjacent Water	Yes	/	No
AqHerb01	Yes	/	No

Wind Direction	N	S	E	W
Temperature (C)	_____			

Product name :	Application Rate:	Nozzle type:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;

Photographic evidence will be recorded on each visit and this information will be stored centrally with the job pack and also within this management plan.



## WORKS TO BE ACTIONED

The application of herbicide to Japanese Knotweed marked in Map 1 of the proposal document.

These actionable works will be carried out by mechanical and non-mechanical methods.

### Special Note:

*Soil contaminated with Japanese Knotweed is classed as controlled waste. Japanese knotweed is listed as a noxious weed under Schedule 9 Part II Section 14 of the Wildlife and Countryside Act, 1981. Under Section 14, 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.*

Other laws that regulate the plant are:

- The Environmental Protection Act 1990
- The Environmental Protection (Duty of Care) Regulations 1991
- Anti-social Behaviour, Crime and Policing Act (ASBO) 2014

All operatives to wear the correct PPE; hard hat, gloves, steel toe capped boots with mid-sole protection (no rigger boots) and yellow PPE to EN471 to a minimum.

### Access:

- Upon access to the client's land/property Inspectas will introduce themselves acknowledging their presence on site if required, otherwise works will begin.
- Parking will be situated on-street. If permits are required these need to be provided for the relevant technician.

## OPERATIONAL ACTIVITIES

At this point works will commence.

Any equipment used by Inspectas is fully tested, maintained and complies with all current standards and legislation. All operators will have the correct and suitable PPE.

Special attention and training will be given to all operators regarding manual handling at work: <https://www.hse.gov.uk/msd/manual-handling/index.htm>

Technician to erect netlon fencing to prevent disturbance and transference of Japanese Knotweed.

### Herbicide Treatment Procedure.

A treatment of herbicide must not be carried out in adverse weather conditions as this will negate the effectiveness of the herbicide.

- Treatment must not be applied in rain, strong winds or high temperatures.
- Temperatures are classified as follows: Cold <7, Cool 8 – 13, Warm 14 – 18, Hot 19 + and Extreme 30+.
- Wind strength will be defined as: None, Light Breeze, Moderate and Strong.

**Inspectas** will be responsible for the management of the Japanese knotweed infestation marked red on Map 1, by herbicide treatment. Map 1 will be updated should additional JK present itself.

Transportation of the chemical will be via a lockable chemical safe that will always be stored on the vehicle with the keys to the safe located on the **Inspectas** technician.

A bunded mixing station and spill kit will be located on the vehicle, in the case of a spillage please refer to ILRCO03, ILRCO04, ILRCO05, ILRCO06 ILRCO07 and ILRCO08 in accordance with **Inspectas** emergency procedures.

The designated operative will have a minimum of a PA1 and PA6 qualifications in (Safe handling and use of pesticides) and (Safe Application of Pesticides using Pedestrian Hand-Held Equipment).

# METHOD STATEMENT

## Method Statement

Description of Works	Start Date
	Finish Date
Site Address	
Key Personnel	
Plant Machinery & Tools	
Health & Safety Measures	
Sequence of works	1 - Agree Management Plan with client.
	2 - Implement prestart procedure.
	3 - Inspect all areas for signs of JKW.
	4 - Contain areas of infestation.
	5 - Application of herbicides in line with spray protocol.
	6 - Treat re-growth.
	7 - Monitor re-growth
	8 - Issue warranty when no regrowth is observed.
	9 - Conduct monitoring visits.
Emergency Procedures	





## UPDATE REPORTS

For each technical visit Inspectas will complete an update report that will include providing the spray record sheet that will detail all herbicides used along with site photographs that will act as a visual record of the works completed. This section will act as a diary noting all activities completed on site and will be issued at the end of each year.

<b>Inspectas Ref:</b>		<b>Date</b>	
<b>Site Address</b>			
<b>Control Actions Undertaken</b>			
<b>Effectiveness of Control Actions</b>			
<b>New Site Features</b>			
<b>New JKW Infestations</b>			

## OUR LOCATIONS

### Central London

Chester House  
1st & 3rd Floors  
81 – 83 Fulham High Street  
Fulham  
SW6 3UH

### East Midlands

2 King Street  
Nottingham  
NG1 2AS

### East of England

Unit 21  
Old Park Farm  
Ford End  
Chelmsford  
Essex  
CM3 1LN

### Head Office

Suite 1.11,  
Woodhead House,  
Woodhead Road,  
Centre 27 Business Park,  
Birstall Near Leeds,  
WF17 9TD

### North East

Clavering House  
Clavering Place  
Newcastle upon Tyne  
NE1 3NG

### North West

Rodney Chambers  
40 Rodney Street  
Liverpool  
L1 9AA

### Scotland

126 West Regent Street  
Glasgow  
G2 2RQ

### South Coast

Enterprise House  
Ocean Village  
Southampton  
Hampshire  
SO14 3XB

### South East

27 Castle Street  
Canterbury  
CT1 2PX

### South West

The Exchange  
Express Park  
Bristol Road  
Bridgwater  
Somerset  
TA6 4RR

### Wales

Capital Tower Business Centr  
3rd Floor  
Capital Tower  
Greyfriars Road  
Cardiff  
CF10 3AG

### West Midlands

4th Floor  
Colmore Gate  
2-6 Colmore Row  
Birmingham  
B3 2QD

## TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### 1. Interpretation

#### 1.1 The definitions and rules of interpretation in this Condition shall apply in these Conditions.

**'CLIENT'** means the person who accepts a quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

**'COMPANY'** means INSPECTAS COMPLIANCE LIMITED.

**'CONDITIONS'** means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.

**'CONTRACT'** means the contract for the provision of the services.

**"OUTPUT MATERIAL"** means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services.

**'SERVICES'** means the provision of, survey and remediation work or other services for which the company undertakes to perform for The Client under the Contract.

**'WRITING'** includes electronic mail, facsimile transmission and comparable means of communication.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

**EXCAVATION PERMIT:** a document that must be signed by the Customer or the Customer Representative giving the Company permission to excavate on the Site;

**DISTURBANCE:** the physical disturbance of vegetation, soils and/or sub-soils;

**INSURANCE BACKED GUARANTEE;** additional insurance which can be taken out at extra cost covering the Warranty in the instance of insolvency of the Company;

**PERSONAL DATA:** any data which relates to a living individual who may be identified from such data;

**JAPANESE KNOTWEED MANAGEMENT PLAN:** a document that sets out the precautions to be followed by the Customer upon completion of the Treatment Programme;

**SITE HISTORY:** information that the Company relies upon to provide the Customer with a suitable Treatment Programme, including details of any previous herbicide or other treatment of Japanese Knotweed and any other weeds at the Site, details of any previous Disturbance, details of any ecological site restraints such as trees with Tree Preservation Order (TPO) status, or the presence of rare or protected species or habitats;

**SITE:** the place where the Services are to be performed;

**THIRD PARTY AGREEMENT:** has the meaning given to it in Condition 7.12;

**TREATMENT AREA:** the area undergoing the Treatment Programme identified on the map within the proposal.

**TREATMENT PROGRAMME:** the method used by the Company to control or eradicate Japanese Knotweed and any other weeds;

**WARRANTY** the Company's insurance-backed promise to the Warranty Beneficiary;

**WARRANTY AREA:** the area of the Site that is covered under the Warranty, this will also be shown on the plan within the survey document.

**WARRANTY BENEFICIARY:** the person(s) or legal entity(ies) who have the benefit of the Warranty;

**WARRANTY CERTIFICATE:** the document embodying the Warranty;

**WARRANTY PERIOD:** the specified number of years from the date of completion of the Treatment Programme that the Warranty shall remain in force.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

1.5 Words in the singular include the plural and, in the plural, include the singular.

1.6 A reference to one gender includes a reference to the other gender.

1.7 A reference to a Condition is to a clause of these Conditions.

1.8 Condition headings do not affect the interpretation of these Conditions.

1.9 These Conditions shall apply both to Customers who are:

(a) business customers; and

(b) consumers.

A Customer is a business customer if the Customer purchases Services from the Company for the purposes of the Customer's business, trade or profession, rather than for private use. All other Customers are consumers. Nothing in these Conditions shall affect the statutory rights of any consumer.



## 2. Application of terms

- 2.1 The Company will submit a quotation to the Customer which shall remain valid for the period stated in the quotation, or if no period is stated therein, for a period of 90 days from the date on which the quotation was issued.
- 2.2 The Company's quotation will be deemed to have been accepted when the Customer places a corresponding order with the Company.
- 2.3 No Contract shall be deemed to have arisen unless and until the Company accepts the Customer's order in writing.
- 2.4 The Customer acknowledges and agrees that the Company may commence performance of the Services upon issuance of the Company's written acceptance of the Customer's order pursuant to Condition 2.3 above.
- 2.5 Unless otherwise agreed in writing by the Company and subject to any variation under Condition 2.6, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply).
- 2.6 Subject to Condition 2.5, these Conditions apply to the supply of all Services by the Company and any variation to these Conditions and any variation to or representations about any Services shall have no effect unless expressly agreed in writing by the Company.
- 2.7 The following Conditions 2.8-2.13 shall apply if and only if the Customer enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.8 The Customer may cancel a Contract entered into with the Company at any time within the period:
- (a) beginning when the Contract was entered into; and
  - (b) ending at the end of 14 days after the day on which the Contract was entered into.
- The Customer does not have to give any reason for the cancellation.
- 2.9 The Customer agrees that the Company may begin the provision of the Services before the expiry of the period referred to in Condition 2.8 (b), and the Customer acknowledges that, if the Company does begin the provision of the Services before the end of that period, then:
- (a) if the Services are fully performed, the Customer will lose the right to cancel referred to in Condition 2.8;
  - (b) if the Services are partially performed at the time of cancellation, the Customer must pay to the Company an amount proportional to the Services supplied or the Company may deduct such amount from any refund due to the Customer in accordance with the exercise of the right to cancel referred to in Condition 2.8.
- 2.10 In order to cancel a Contract on the basis described in Condition 2.8, the Customer must inform the Company of the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.11 If the Customer cancels a Contract on the basis described in Condition 2.8, the Customer will receive a full refund of any amount the Customer paid to the Company in respect of the Contract, subject to the requirements of Condition 2.9.
- 2.12 The Company will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 2.13 The Company will process the refund due to the Customer as a result of a cancellation on the basis described in Condition 2.8 without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 2.14 The Company reserves the right to cancel the contract after the first technical visit if any issues have arisen which were not identified in the original survey.
- 2.15 Without limiting any of the provisions of Condition 2.14, the Customer may re-schedule any visit detailed within any Treatment Programme, subject to any minimum notice period stipulated by the Company and/or the payment of any additional charges which may be required under Condition 4.3.
- 2.16 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition 2.17 shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.17 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they shall not form part of the Contract.
- 2.18 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3. Obligations of the parties

- 3.1 The Company warrants (subject to the other provisions of these Conditions) that the Services will be performed in accordance with the Contract and with reasonable skill and care.
- 3.2 Subject to any separate obligation of the Company under the Warranty, the Company's liability pursuant to Condition 3.1 shall be limited to re-performing any Services found not to have been performed with reasonable skill and care, provided that the deficiency in the performance of the Services is notified to the Company within 72 hours from completion of performance of the Services; otherwise, the Services shall be deemed to have been satisfactorily performed.
- 3.3 The Company shall use its reasonable endeavours to meet any performance dates specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4 Prior to supplying the Services to the Customer, the Company will undertake a Site survey. The Customer acknowledges and agrees that the Company shall be entitled to rely upon the results of any such survey in determining the Company's obligations under the Contract and that any conditions (or variations thereto) at the Site which were not reasonably apparent to the Company at the time of the survey (or which occur or manifest themselves thereafter), shall be treated as a variation to the Contract for which the Customer agrees to assume sole liability, including any and all liability for any additional costs, charges or expenses.
- 3.5 When the Company carries out a Site survey, the Company will endeavour to collect accurate data based upon a non-intrusive visual inspection of the Site. The Customer acknowledges that it is not possible for the Company to precisely identify the area and volume of infested soils at the Site without deploying intrusive inspection methods, which would not be in the Customer's best interests. Accordingly, the Customer agrees that where areas or volumes of infested soils at the Site are specified by the Company during or following any survey, any such areas or volumes so specified are only estimates which have been arrived at using the Company's professional judgment and may subsequently be revised.
- 3.6 The Customer shall Disclose any and all Relevant Facts which may affect the Company's obligations hereunder (including the Company's selection of Treatment Programme) as soon as the Customer is aware or becomes aware of any such Relevant Facts. If it becomes apparent at any time that any and all Relevant Facts have not been Disclosed, or are incorrect, inaccurate or incomplete, the Company will notify the Customer and will apprise the Customer of any additional costs, charges or expenses which may be payable, for which the Customer will be solely liable.
- 3.7 Subject to and without limiting the generality of the provisions of Conditions 3.4 - 3.6, the Company shall be entitled to make the following assumptions and to levy additional charges if any such assumptions prove to be incorrect:
- (a) the estimated area or volume of knotweed identified in the Company's quotation reflects the conditions existing at the Site as at the date of the survey of the Site by the Company (with any increase in said area or volume that could not reasonably be foreseen by the Company to be treated by the Company subject to the payment of additional costs, charges or expenses by the Customer);
  - (b) the existing condition of the Site shall be deemed to be the condition of the Site existing as at the date of the survey of the Site by the Company and no works within 7 metres of any area of visible knotweed shall have taken place prior to commencement of performance of the Services, unless otherwise agreed by the Company in writing; and
  - (c) where the Company deploys physical removal methods in its choice of Treatment Programme:
    - (i) *infested soils will not be contaminated with other materials that put human health or the environment at risk;*
    - (ii) *all infested soils can be physically excavated without the work being prevented or constrained by underground obstructions, including any underground services, tanks, or tree roots; and*
    - (iii) *no groundwater will be encountered during excavation.*
- 3.8 With respect to the Company's attendance at the Site, the Customer shall, at its own cost:
- (a) ensure that the Customer Representative provides the Company with all information, co-operation and support and access to such facilities, resources and utilities at the Site as may be required to enable the Company to carry out its obligations to the Customer;
  - (b) where any excavation is to take place on the Site permission to excavate and confirmation that there are no underground services are present needs to be given; the Customer Representative can do this by signing the Excavation Permit or confirming by email to the Operations Manager prior to commencement of the works;
  - (c) be responsible for preparing and maintaining any relevant part of the Site for the performance of the Services and for reinstating any such part of the Site and undertaking any required making good and clean-up work once performance of the Services has been completed;
  - (d) provide facilities at the Site for the off-loading and storage of the Company's tools, equipment, plant and materials in a secure area protected from theft and damage and shall be solely responsible for the safekeeping of the Company's tools, equipment, plant and materials whilst the same are stored at the Site;
  - (e) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the performance of the Services and be solely responsible for ensuring the safety of any and all persons who are or may be present at the Site during the performance of the Services, including restricting access to those areas of the Site where the Services are or are to be performed to those individuals engaged in performing the Services;
  - (f) provide prompt and unobstructed access to and egress from the Site;
  - (g) report any unusual conditions or obstacles to the performance of the Services at the Site to the Company;
  - (h) Ensure that there is no Disturbance to the Treatment Area for the duration of the Treatment Programme;
  - (i) at all times during the performance of the Services ensure, insofar as it is reasonably practicable to do so, that other trades or operations are not undertaken on that part of the Site where the performance of the Services is to take place, so as to ensure that the Services can be performed in one continuous, uninterrupted operation during the Company's normal working hours;

- (j) be responsible (other than for statutory obligations placed solely on the Company) for obtaining all consents, permissions, easements and licences required for the performance of the Services in accordance with these Conditions and for complying with all Statutes and Orders, Regulations and By-Laws which are applicable at any time to the Services and shall indemnify and keep indemnified the Company against any actions, proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this Condition 3.8 (i); and
  - (k) where requested to do so by the Company, effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount.
- 3.9 The Customer shall at its own expense provide the Company with all Input Material within sufficient time so as to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy and completeness of all Input Material provided.
- 3.10 All treated soil must be retained on site after any Treatment Programme has been completed, since the classification of the soil will need to be determined by taking detailed soil samples prior to the removal of the treated soil from the Site. This process will be undertaken at the Customer's sole cost and expense.
- 3.11 The Customer shall not, without the prior written consent of the Company, at any time from the date of commencement of the Contract to the expiry of 12 months after the last date of supply of the Services or termination or expiration of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 3.12 Any consent given by the Company in accordance with Condition 3.12 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.

#### 4. Contract Price

- 4.1 The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.
- 4.2 The Company reserves the right by giving notice to the Client at any time before commencement of the Service, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 4.3 Value Added Tax ("VAT") will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided The Company has been notified of the Client's VAT registration number. If the Client is not registered or The Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.
- 4.4 Without limiting the application of any provision of Conditions 3.4-3.7, the Company reserves the right to increase the Contract Price to reflect any increase in costs, charges or expenses to the Company which is due to:
- (a) any factor beyond the control of the Company (including any increase in the costs of labour, materials or other costs of supply);
  - (b) anything which adversely affects or alters any obligation of the Company hereunder;
  - (c) any change in performance dates or times for the Services which is requested by the Customer and accepted by the Company; or
  - (d) any other cause attributable to the Customer, including any delay caused by the Customer, or any failure of the Customer to give the Company adequate, accurate or complete information or instructions.
- 4.5 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.

#### 5. Payment

- 5.1 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds Sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.2 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 5.3 Cancel the Contract or suspend any further provisions of the Services to the Client. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.
- 5.4 Under The Late Payment of Commercial Debts (Interest) Act 1998, charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above (Barclays Bank) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- 5.5 charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.



## 6. Confidential information and Intellectual property rights

- 6.1 The property, and any copyright, design rights or other intellectual property rights in any Output Material shall, unless otherwise agreed in Writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes of utilising the Services by way of an exclusive licence, subject to payment in full of all sums payable under this contract.
- 6.2 Any information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose by law or by statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 6.3 The Output Material is prepared exclusively for the Client for the purposes of the Contract and may not under any circumstances be used by any third party. The Company is not liable for any Output Material so used and the Client shall indemnify the Company against all liability and loss, damages and expenses awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material.
- 6.4 While the Company is not aware, to the best of its knowledge, that any Output Material is in infringement of any design rights, copyright or other intellectual property rights of any third party, it does not give any particular warranty in this respect.

## 7. Limitation of Liability, Warranty and Indemnity

- 7.1 Subject always to any additional limitation of the Company's liability elsewhere in these Conditions, this Condition 7 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- any breach of the Contract;
  - the supply of the Services and any use made by the Customer of the Services, the Output Material, or any part of them or it; and
  - any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 7.3 With respect to the Company's liability hereunder, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.4 Nothing in these Conditions limits or excludes the liability of the Company:
- for death or personal injury resulting from its own negligence; or
  - for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
  - for any liability incurred by the Customer as a result of any breach by the Company of the conditions implied by section 2 of the Supply of Goods and Services Act 1982.
- 7.5 Subject to Condition 7.3 and Condition 7.4:
- the Company shall not be liable for:
    - loss of profits; or
    - loss of business; or
    - depletion of goodwill and/or similar losses; or
    - loss of anticipated savings; or
    - loss of goods; or
    - loss of contract; or
    - loss of use; or
    - loss or corruption of data or information; or
    - any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
  - the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Contract Price and no individual liability shall attach to any claim.
- 7.6 Without limiting the application of the foregoing provisions of this Condition 7, the Company will provide the Customer with a Warranty which covers the costs of any remedial work required to be undertaken by the Company to eradicate any regrowth of Japanese Knotweed within the Warranty Area during the Warranty Period, where the regrowth is consistent with the original survey carried out by the Company. The extent of coverage under the Warranty shall not exceed the Contract Price.
- 7.7 The Warranty shall be automatically validated upon receipt of full payment of the Contract Price, together with all and any additional amount(s) payable to the Company for the Warranty.
- 7.8 The Warranty Area and the Warranty Period will be specified on the Warranty Certificate.
- 7.9 The Warranty Beneficiary will be specified on the Warranty Certificate. The Warranty may be transferred however may not be assigned from the Warranty Beneficiary without the prior written consent of the Company.

- 7.10 Any claim under the Warranty shall be subject to any conditions stipulated in the Warranty. In addition, in order to make a claim on the Warranty, the Customer must, at its own cost:
- notify the Company promptly following the emergence of any regrowth;
  - provide the Company with all required information, co-operation and support, together with full, unencumbered access to the Site and to such facilities, resources and utilities as may be required to enable the Company to carry out its obligations to the Customer;
  - comply with the requirements specified within the Post Treatment Management Plan; and
  - comply with any reasonable requirements of the Company relating to security at the Site, environmental audits of the Site, the use of the Site and certain activities taking place at the Site, including fly tipping.
- 7.11 The Warranty shall not cover the following matters:
- the repair of any damage to buildings or building works and any indirect or consequential losses that may be incurred by the Warranty Beneficiary or any other third party (whether or not incurred as a result of remedial works undertaken under the Warranty);
  - any regrowth or new infestation directly or indirectly attributable to the intentional or unintentional import of new knotweed infested material to the Site by human activity;
  - any regrowth or new infestation directly or indirectly attributable to the import of new knotweed infested material (rhizome or vegetation) to the Site by natural means, including import by flood and normal water flow or by animal carriage.
- 7.12 Without prejudice to the provisions of Condition 2.1, the Company shall not be deemed to have any knowledge of the existence of, or of any of the terms and conditions of, any contract entered into between the Customer and any third party (a Third Party Agreement) notwithstanding that the Customer may have brought said Third Party Agreement to the Company's attention and the foregoing shall apply even if the Company is acting as the Customer's subcontractor under the Contract. Without limiting the generality of the foregoing:
- the Company shall not be deemed to be a party to the Third-Party Agreement;
  - none of the terms and conditions of the Third-Party Agreement shall be deemed to be incorporated into the Contract;
  - no act or omission of the Company shall be deemed to cause or contribute to any breach by the Customer of any provision of the Third-Party Agreement;
  - no terms and conditions of the Third-Party Agreement nor any obligation of the Customer or the third party under the Third Party Agreement (including any payment obligation of either) shall be deemed to affect, eliminate or diminish any obligation of the Customer or right of the Company under the Contract.
- 7.13 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities to the extent that any such liabilities arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

## 8. Data Protection

- 8.1 Personal data (as the same is defined in the Data Protection Act 1998) relating to the Customer or the Customer's employees acquired by the Supplier will be processed by the Supplier in connection with the Services which will include details such as phone numbers and email addresses for accessing the treatment areas, phone numbers and email addresses for invoicing and phone numbers to enable the identification of callers to the office. The Customer has the right to opt in or out of any marketing communication, this can be done verbally by calling the Head Office or via email to [info@inspectaslr.co.uk](mailto:info@inspectaslr.co.uk). Our full data protection principles can be found by visiting: <https://inspectaslr.co.uk/wp-content/uploads/2020/01/Inspectas-LR-website-privacy-notice-FINAL.pdf>

## 9. Termination

- 9.1 Either party shall be entitled to immediately terminate the Contract on giving written notice to the other if:
- the other party commits any material breach of any of these Conditions and in the case of such a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied (for the avoidance of doubt any late payment or failure to pay by the Customer any sums due shall be deemed a material breach); or
  - an incumbrancer takes possession, or a receiver is appointed over any of the property or assets of the other party; or
  - the other party makes a voluntary arrangement with its creditors or becomes the subject of an administration order; or
  - the other party has a bankruptcy order made against it or goes into liquidation (except for the purposes of amalgamation, reconstruction or another reorganisation); or
  - the other party ceases or threatens to cease to carry on its business.
- 9.2 Termination of the Contract shall be without prejudice to any accrued rights and remedies of either party.

## 10. Force majeure

The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, Act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any suppliers or subcontractors.

## 11. Changes

11.1 Notwithstanding the provisions of Condition 2.6 (which shall not apply to this Condition 11), the Company reserves the right without prior approval from or notice to the Customer to make any changes to the Services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Services.

## 12. General

- 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby
- 12.4 The Contract shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.