

# JAPANESE KNOTWEED™ TO BE IGNORED

## REFERENCE

**12501 (JKLH 59644)**

## CLIENT

**The Executors of the Late Anthony Lambert c/o Steven Lambert & Mrs Deborah Lambert**

## SITE ADDRESS

**Haraldslea Farm, Liberty Road, Newtown, Fareham, PO17 6LD**

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



**KNOTWEED  
MANAGEMENT  
PLAN**

## COMMERCIAL HERBICIDE TREATMENT GUARANTEE

Private & Confidential

Japanese Knotweed Ltd

e: [sales@knotweed.co.uk](mailto:sales@knotweed.co.uk)

[japaneseknotweed.co.uk.co.uk](http://japaneseknotweed.co.uk.co.uk) t: 0333 2414 413

SPECIALIST CONTROL SERVICES | SURVEY | TREATMENT | REMOVAL | GUARANTEE

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Version 10.4 – 17.03.2024 - JKLH Knotweed Mgmt. Plan

# SPECIALIST CONTRACTOR



Japanese Knotweed Ltd

0333 2414 413 Option 1 + 1 | [sales@knotweed.co.uk](mailto:sales@knotweed.co.uk) | [japaneseknotweed.co.uk](http://japaneseknotweed.co.uk)



BASiS

AMENITY  
Assured



**Japanese Knotweed Ltd** is the UK's trusted contractor for providing surveys, treatment and removal services for Japanese knotweed and other Invasive Weeds. Working throughout England, Wales, and Scotland for all types of customers, including commercial and private property owners.

JKL is a 'safety first' contractor, holding a range of safety SSIP and industry related accreditations. These accreditations are supported by our commitment to provide the highest level of employee training, expertise, and customer service standards in the industry.

The company employs staff across the UK to provide an efficient and responsive service. It enables us to deliver over 150 excavations and 8,000 herbicide visits per year for more than 6,000 customers. Our services cater for project values in the range of £500 up to £2m. We provide work programmes which include excavation for immediate removal, or herbicide treatments for longer term control.

JKL is a member of the Property Care Association, with CSJK qualified surveyors and provision of Insurance Backed Guarantees. Excavation staff are skilled and qualified with CSCS (100%), CPCS and SSSTS. Our staff receive full and regular training including, First Aid training, NPTC for herbicide treatments, Lanyard and Harness training and Asbestos awareness training among many others.



**4.9** ★★★★★  
Based on 1,190 reviews

## 5-star review of Japanese Knotweed Ltd:

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



is a trading name of JKL, under which we provide the following services:

- **Invasive Weeds Control and Removal.**
- **Non-Licensable Asbestos in Soils Works.**
- **Contaminated Ground Removal.**
- **Amenity Weed Management.**
- **Invasive Species.**

# KNOTWEED MANAGEMENT PLAN

Japanese knotweed is an invasive and resilient weed. Its rhizomes (roots) can grow to a depth of 2m or more. Even after herbicide treatment has effectively controlled the aerial and surface growth, the deep underground rhizomes can remain in a viable dormant state, able to re-grow at any time, and especially if the contaminated ground is disturbed. The presence of knotweed can disrupt amenity use of the property and if left untreated for several years it has the potential to cause material damage to structures including drains, paths, driveways, and walls. **For this reason, it should not be ignored.**

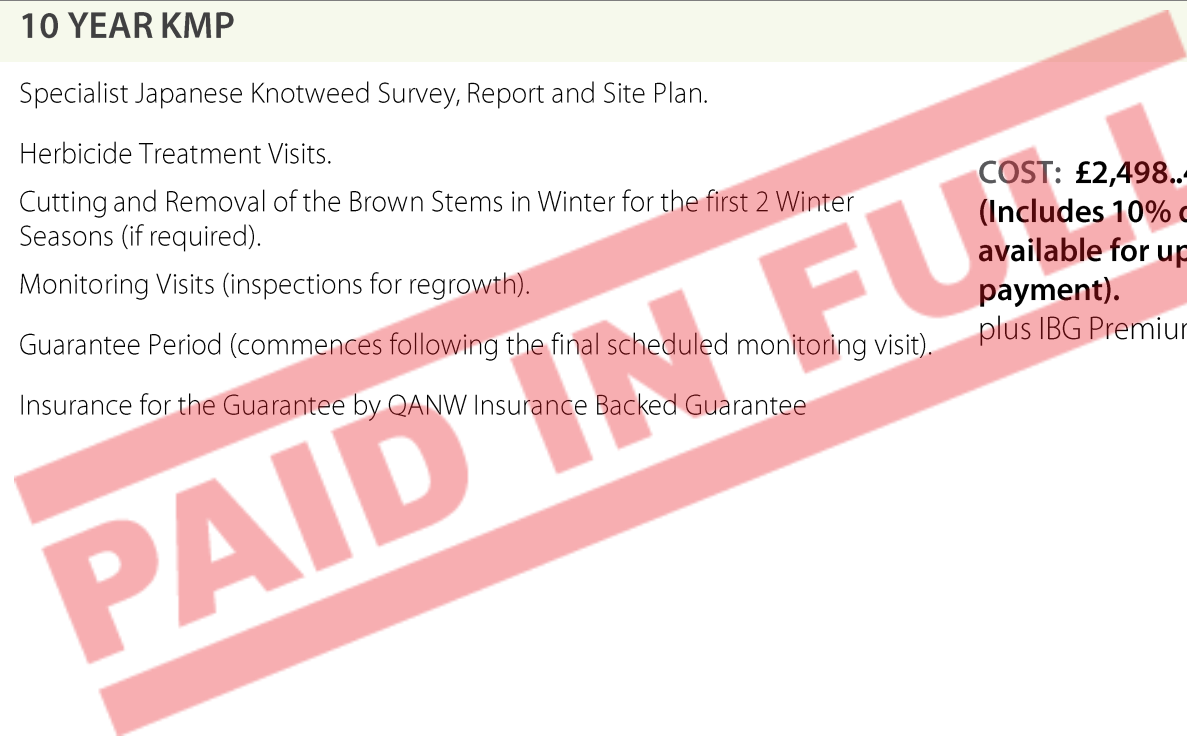
**We found Japanese knotweed to be affecting your property and a Knotweed Management Plan (KMP) is recommended.** Japanese Knotweed Ltd is a member of the **Property Care Association (PCA)** Invasive Weed Control Group and we will ensure that the knotweed problem is managed in accordance with industry Codes of Practice and government regulations. **If you are aware of any plans to disturb the knotweed area (i.e., landscaping, renovation, or development) please contact us as excavation methods will be required opposed to herbicide control.**

OR

## 10 YEAR KMP

- Specialist Japanese Knotweed Survey, Report and Site Plan.
- Herbicide Treatment Visits.
- Cutting and Removal of the Brown Stems in Winter for the first 2 Winter Seasons (if required).
- Monitoring Visits (inspections for regrowth).
- Guarantee Period (commences following the final scheduled monitoring visit).
- Insurance for the Guarantee by QANW Insurance Backed Guarantee

**COST: £2,498..40** plus VAT  
**(Includes 10% discount available for upfront payment).**  
plus IBG Premium of **£56.00**





## DISCOUNTED PAYMENT OPTION

**If you wish to benefit from a discount** or you require your documentation (and guarantee certificate on a 10 Year KMP) immediately you will need to pay us in full upfront.

With the **Knotweed Management Plan paid for upfront**, it will entitle you to a **10% discount** on the total cost of the programme. Once full payment has been received, we will validate the Management Plan document. For a 10 Year KMP will provide your Guarantee Certificate and apply for your guarantee insurance, for which you will receive your confirmation directly from the insurance company, QANW.

10% discount to be applied to the quoted KMP value (the discount does not apply to the IBG premium). Full payment to be made upfront on order to qualify for the discount. All costs shown below exclude VAT.

**10 Year KMP** Total Cost = **£2,498.40** plus VAT, plus Guarantee Insurance Premium of **£56.00**

# YOUR **KNOTWEED MANAGEMENT PLAN** INCLUDES:

## SPECIALIST JAPANESE KNOTWEED SURVEY SUMMARY

We have been instructed to undertake a survey of the 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 **22 May 2024**. The findings of this survey are collated from a visual inspection only. The survey has established:

1	Location	The knotweed is located within the <b>landscaping</b> .
2	Access to the Knotweed	At the time of survey, we noted that access to some of the onsite invasive weed areas was difficult to access.
3	High Risk Area (Moderate to high-risk area of rhizome presence)	The <b>onsite</b> visible knotweed area measures <b>33.56</b> square metres. <b>A 3m area of ground surrounding the visible extent of growth is also at a moderate to high risk level of containing the plants underground rhizomes. The visible knotweed area plus the 3m area is referred to as the 'high risk area'.</b>
4	Treatment Area (Defined area for Guarantee and Insurance purposes)	<b>A 7m area of ground surrounding the visible extent area of growth, within the subject property boundary, is defined as the 'treatment area', where costs for re-treatment of knotweed (subject to terms) is covered under our Guarantee.</b>
5	Property Affected by Knotweed	Visible Japanese knotweed <b>has</b> been recorded on-site or off-site within 3m of the property boundary. <b>The property is classed as affected by knotweed upon selling</b> (The Law Society Property Information Form, TA6).
6	Property Use Impact	In our opinion there <b>is loss of free unimpeded use of the property</b> due to the presence of Japanese knotweed.
7	Damage to Property and Walls	There <b>were no</b> visible signs of material damage to the property/outbuildings or garden walls either caused or exacerbated by Japanese knotweed.
8	Damage to Drains and Services	There <b>were no</b> visible signs of material damage to the drains or services either caused or exacerbated by Japanese knotweed.
9	Damage to Patios, Paths and Driveways	There <b>were no</b> visible signs of material damage to patios, pathways or driveways either caused or exacerbated by Japanese knotweed.
10	Adjacent Land/Property	At the time of survey we had no access or view to the neighbouring properties.
		The knotweed is <b>0</b> metres from the site boundary. Knotweed within 3m of a site boundary presents an encroachment risk to neighbouring properties.
11	Encroachment Risk	<b>QANW Insurance Backed Guarantee (IBG) Policy: If neighbouring knotweed where to encroach into and grow on your property within your guarantee period, it will invalidate the Guarantee and IBG policy. To help protect against this possibility it is recommended that you instruct us to treat any offsite knotweed within 3m of your property boundary or seek agreement that the neighbour will instruct a treatment plan of their own.</b>
12	Watercourse	There is knotweed growing within 1 metre of the top of the bank of the watercourse and in accordance to legislation; we will apply for an Aqua-herb licence which will be required to enable herbicide treatment to proceed.

# JAPANESE KNOTWEED PROPERTY IMPACT ASSESSMENT

## REMEDiation SPECIALIST GUIDANCE: **PROPERTY USE AND COST IMPACT**

If any part of the **'high risk area'** is present within the boundaries of the property, there are significant impacts:

- **The property must be declared as 'affected by knotweed'**, upon selling the property (as prescribed in The Law Society, Property Information Form, TA6). This can affect desirability of a property to would-be buyers and in some cases result in diminution of the property's value.
- **Free unimpeded use of the property will be lost**, within the high-risk area. There will be severe restrictions on activities and use of this area. If ignored this can result in spreading the plant, incurring additional costs for treatment, waste removal costs, fines and even litigation claims from neighbours.
- **Common law litigation claims for encroachment of knotweed** may apply where the visible above ground extent of growth is within 3m of the property boundary. There will be a case for private nuisance if proved on the balance of probability that knotweed has encroached from one property to another. This is applicable to the underground spread of rhizome, not just the above ground visible extent of growth!

## RICS GUIDANCE: **LENDING PURPOSES ASSESSMENT**

RICS UK Guidance Note 'Japanese knotweed and residential property', 1st Edition 2022 is **only** intended for the use of registered/chartered surveyors in undertaking residential property surveys or valuations, to provide appropriate initial advice on knotweed impact for mortgage lending or pre-purchase purposes.

When advising for non-lending purposes, chartered surveyors should advise their clients to seek advice from a remediation specialist such as **'Japanese Knotweed Ltd'** on the appropriate action to take.

RICS UK Guidance Note: Japanese knotweed Management Category Assessment

Management Category	Visible Knotweed Location	Criterion	Assessment for Lending Purposes	Assessment for Non-Lending Purposes
<b>A</b>	On-Site	Causing material damage to a built structure.	Recommend mortgage retention pending specialist remediation contractor report.	Client to seek advice from a remediation specialist on appropriate action.
<b>B</b>	On-Site	Likely to prevent use of or access to amenity space.	Recommend mortgage retention pending specialist remediation contractor report.	Client to seek advice from a remediation specialist on appropriate action.
<b>C</b>	On-Site	Present but not causing criterion issues A or B.	Recommend no mortgage retention required for lending purposes.	Client to seek advice from a remediation specialist on appropriate management.
<b>D</b>	Off-Site	On adjoining land within 3m of the subject property boundary.	Recommend no mortgage retention except in exceptional circumstances.	Client to seek advice from a remediation specialist on possible encroachment and management.
<b>B</b>	Without prior knowledge of a Management Category being assessed for the property we would advise that this management category <b>'may'</b> apply in this case. *			

\*Japanese Knotweed Ltd **cannot** provide mortgage lenders with valuation and lending assessment advice. Japanese Knotweed Ltd can therefore only provide a 'subjective' assessment as to which RICS Management Category may apply to knotweed observed affecting a property. A registered/chartered property surveyor assessment will be needed to provide valuation and lending advice.



# KNOTWEED SURVEY DETAIL: SUBJECT PROPERTY

The subject property is a farmyard with a hardstanding driveway and a large hay barn. Both side and front boundaries have dense vegetation restricting full and safe access. There are large overgrown adjoining fields located adjacent to the farmyard that were not surveyed. There is a dry drainage ditch along the left-hand side.

Image 1: Road Outside Property



Image 2: Access Gate



Image 3: Site



Image 4: Site



Image 5: Site



Image 6: Site





Image 7: Site



Image 8: Site



Image 9: Site



Image 10: Barn Internal



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

**Japanese knotweed area (JK1):**

This is an area of approximately 33.6m<sup>2</sup> and is growing within the boundaries of the subject property, approximately 12.3m away from the building. This area of knotweed is a mature dense infestation located along the left-hand side boundary on entering the farmyard. There is a drainage ditch the runs alongside and below the knotweed stand.

Image 11: JK1



Image 12: JK1





Image 13: JK1



Image 14: JK1



Image 15: JK1



Image 16: JK1 Mature Crown



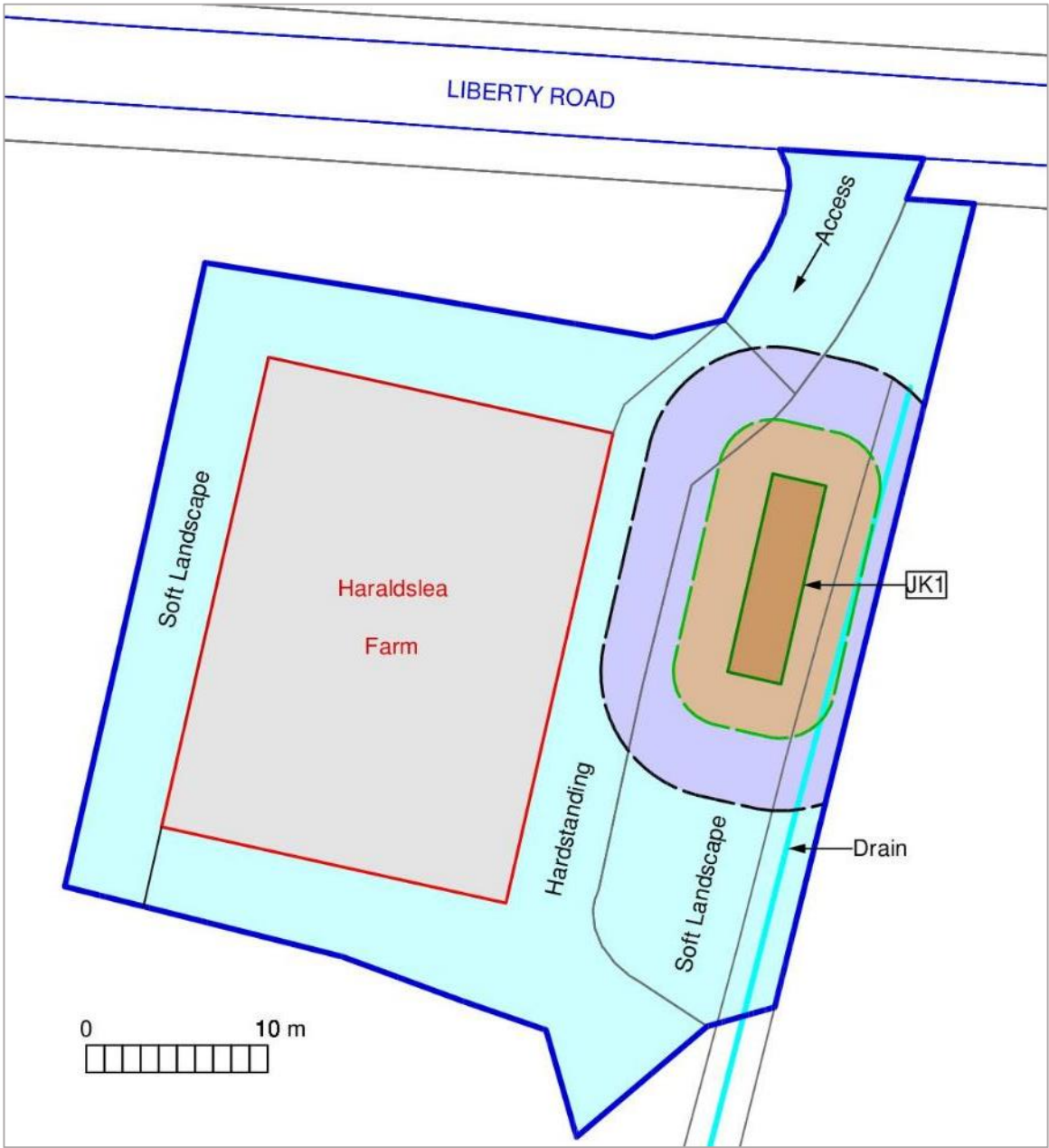
### IMPORTANT NOTES

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 SURVEY DETAIL: ADJACENT PROPERTIES

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

# SITE PLAN SHOWING KNOTWEED TREATMENT ZONES



KEY	
	Subject Property and the Boundary
	Visible Knotweed Area (Subject Property)
	3m High Risk Area (Subject Property)
	7m Treatment Area (Subject Property)
	Visible Knotweed Area (Neighbouring Property)
	3m High Risk Area (Neighbouring Property)
	Neighbouring Property Treatment Areas (if instructed)

## IMPORTANT NOTES

- All areas will be scaled but approximate and indicative.
- The 3m High Risk Area is an area of ground which extends beyond the visible growth area, and which also has a moderate to high level risk of containing the plants underground rhizome, creating a high risk no-disturbance area.
- All property areas within the define 7m Treatment Area, will be covered under the company guarantee and guarantee insurance policy (if applicable to this plan).
- It is the client responsibility to ensure that the subject property boundary lines on the site-specific plan are in accordance with their Land Registry document. Failure to do so may incur an administration charge for needing to change the plan once in contract.

# HERBICIDE TREATMENT AND MONITORING VISIT SCHEDULE

Please see below our proposed schedule of visits. The treatment and monitoring area will be as indicated by **the brown and purple shading within the site plan** (property specific drawing to be received upon order) and is known as the treatment area. Please see Terms and Conditions if further knotweed emerges anywhere within the subject property (as outlined by the dark blue line and light blue shading on the drawing) or because of encroachment from offsite knotweed.

The beneficiary of the guarantee is the owner of the subject property. The guarantee gives them and the lender (if applicable) peace of mind that if there is any regrowth of knotweed **within the Treatment Area of the subject property**, it will be treated at no extra charge at any time within the contract period.

Our initial visit will either involve a brown 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. The visits will cease (excluding years 9 and 10), and the guarantee period commences once we have achieved two consecutive years of no knotweed growth within the boundaries of the property.

SCHEDULE OF WORKS		
Year	Period	Description of Works
2024	May	Survey
Treatment Programme		
2024	May-Nov	1 x Growing Season Inspection / Chemical Treatment Visits.
2025	Jan to Apr	1 x Winter Cut and Removal of Brown Winter Knotweed Stems visit.
	May-Nov	2 x Growing Season Inspection / Chemical Treatment Visits.
2026	Jan to Apr	1 x Winter Cut and Removal of Brown Winter Knotweed Stems visit.
	May to Nov	2 x Growing Season Inspection / Chemical Treatment Visits.
Monitoring Period		
2027	May to Nov	1 x Monitoring (with treatment of any knotweed re-growth)
2028	May to Nov	1 x Monitoring (with treatment of any knotweed re-growth)
Guarantee Period (unless commenced earlier)		
Year 6 - Year 8	May to Nov	Call us if you Suspect Re-growth, or Email us a Picture
Year 9	May to Nov	Scheduled Guarantee Monitoring Visit
Year 10	May to Nov*	Final Guarantee Visit, with Report and option to Extend Contract
Year 10	June	End of Guarantee (Contract)

\*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.



## HERBICIDE TREATMENT: CONTROL, NOT ERADICATION

There should be a clear distinction between control and eradication when describing the end goal/result of using herbicides on Japanese knotweed. **Herbicide treatment of Japanese knotweed will very effectively control the plant** but in most instances is unlikely to eradicate it.

### HERBICIDE: CONTROL

Herbicide treatment (1) cannot physically remove the underground rhizomes of this plant, and neither can it be guaranteed to remove all the life/viability from the underground rhizome. This is advice we have always given our clients and was confirmed by the 2018 University of Swansea knotweed field study results (2).

Successful treatment of visible plant growth will effectively control the spread of the plant's underground rhizome (which is an underground plant stem, not a root). However, dense underground material such as crowns and deep and larger rhizome may retain viability after successful control of the above ground elements of the plant have been achieved.

Herbicide control can render these remaining viable rhizomes into a state of herbicide induced dormancy meaning no above ground re-growth. After two successive years of no above ground re-growth a programme of herbicide treatments is deemed as successful. However, this dormancy can sometimes break naturally prompting new growth, and recurrence of growth is likely to occur if the treatment area is disturbed, via digging for example.

This places a long-term restriction of use on the property, with the owner/occupier needing to avoid or be very careful about disturbing the high-risk area during and after successful completion of treatment. Our management plan provides clients with a piece of mind that the high-risk area and wider treatment area will continue to be monitored and managed under the guarantee period and any re-growth identified and treated.

(1) In relation to good practices of Integrated Weed Management (IWM) our company is compliant to Sustainable Standards when using herbicides, complying to Plant Protection Products (Sustainable Use) Regulations 2012 and registered with both BASIS and the Amenity Standard.

(2) In 2018 the University of Swansea published its findings from the world's largest study into effective treatments for Japanese knotweed (Optimising physiochemical control of invasive Japanese knotweed, Jones et al). The study identified a model of treatment in accordance with the method we provide as being the most effective. It also concluded that herbicide may not eradicate knotweed, instead controlling it and rendering the underground rhizome dormant, but at risk of re-growth (especially if disturbed).

### EXCAVATION: ERADICATION

In some cases (i.e., when buying a house) it may be undesirable to have the long-term property/amenity use restrictions that herbicide control entails. Alternatively, excavation of knotweed if done correctly can completely remove the above and below ground plant elements to achieve eradication of the plant from a property immediately.

Where there is planned or required disturbance within the treatment area (i.e., building an extension) the rhizome contaminated soils will need to be removed from the works areas. In this instance herbicide treatment is not a feasible remedial method, and an excavation method will be required instead.

Excavation of Japanese knotweed does come at a higher cost to the client due to the cost involved with machine, labour, controlled waste disposal and re-instatement of the area on completion (plus ancillary costs such as temporary/enabling works). However, **excavation can be a very desirable immediate rectification method** to the problem and stigma of Japanese knotweed. Where it is practical that knotweed can be completely excavated, it will:

- remove any previous RICS management categories and remove potential lending retention assessments.
- remove the restriction of knotweed allowing free unimpeded use and transformation of the treatment area.

Most commonly the excavated knotweed waste is removed from site as controlled waste because on-site waste disposal options such as deep burial or relocation may not be as desirable or practical due to space requirements within the site.

**Please ask your sales executive or our team for an estimate of cost to excavate Japanese knotweed. They can provide you a rough estimate based on the surveyed extent of Japanese knotweed on the property. This will allow you to assess how feasible the costs are. If there is interest to then pursue excavation, our sales team can arrange a specific survey if required and provide a firm quotation for the removal of Japanese knotweed.**

# SUPPLEMENTARY INFO

## IMPORTANT: PROGRAMME AND PROPERTY USE INFORMATION

### 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 fully control 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 HIGH RISK AREA

The amenity use of the high-risk 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 high-risk 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 selective 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 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 treatment area as defined on the site plan, there may 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 and left onsite to biodegrade.

### KNOTWEED ON ADJACENT LAND/PROPERTY (IF APPLICABLE)

We can treat high-risk knotweed in neighbouring property(ies) if instructed to do so, along with access permission being granted from the neighbouring property owners. This is for knotweed in neighbouring properties limited to areas within 3m of your property boundary (defined by the pink line as shown on the drawing). If treatment is instructed, we will endeavour to treat this area every time we visit your site. We will not make a special return visit to treat knotweed on a neighbouring site if for whatever reason we are unable to treat it during the scheduled visit to your site. You will be responsible for arranging agreement of access into 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.

# TYPICAL JAPANESE KNOTWEED PROPERTY IMPACTS

## GENERAL

Japanese knotweed infestations in a residential property setting may result in a loss of amenity use, a cost for control works and controlled waste removal, and potential litigation. It may cause some disruption to landscaped areas, driveways, paths, etc. In rare cases it can result in material damage to built structures. Typical effects and consequences that may be encountered are:

## GARDENS (SOFT LANDSCAPE)

In most cases there is a loss of amenity use. This may range from a minor inconvenience to a major loss. The amenity use of the area affected with knotweed will be significantly reduced. Disturbance of the affected area may result in significant additional remediation costs, including controlled waste disposal.

## PATIOS, PATHS AND DRIVEWAYS

In a maintained situation there may be no major material damage to patios, paths and driveways relating to the presence of Japanese knotweed. However, Japanese knotweed can sprout up between patio slabs, joints in concrete driveways and cracks in brick paving. If the plant is allowed to grow unconstrained slabs may be lifted or existing cracks exacerbated. Tarmac surfaces are also susceptible to damage, particularly around edges, and certainly if laid on top of Japanese knotweed.

## OUTBUILDINGS

As with many other plants, mature stands of Japanese knotweed can worsen existing material damage to lightweight, insubstantial, and poorly founded outbuildings such as garden sheds, greenhouses and, in rare cases, poorly built garages.

## CONSERVATORIES

Although the effects may be like those described for outbuildings, owners understandably attribute greater importance to these structures. Where serious difficulties are encountered it is usually due to a conservatory having been constructed on top of untreated Japanese knotweed, due to inadequate site clearance, rather than Japanese knotweed 'invading' the conservatory from a nearby location.

## DRAINS AND OTHER BURIED SERVICES

Japanese knotweed roots/rhizomes can exploit existing cracks and gaps in e.g. drainage pipes in the search for water, potentially causing further damage and, in some cases, blocking drains. Large, densely packed mature stands of Japanese knotweed can disrupt drain runs where allowed to grow unconstrained for many years.

## 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.**



## 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 growth 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.
  - h. **(addendum)** where knotweed from neighbouring properties encroaches onto and grows within the subject property during the guarantee period.

## INSURANCE FOR THE GUARANTEE - KNOTWEED EXPRESS

As members of the **Property Care Association (PCA)**, **Japanese Knotweed Ltd** can provide **third party insurance for the guarantee**.

The insurance is specifically designed to cover the guarantee period and is valid once the guarantee commences after 2 consecutive years of no regrowth. The general principle of the Knotweed Express IBG is simple.

It will honour the terms of the written guarantee, where the contractor has ceased to trade and is, therefore, unable to meet their guarantee obligations by carrying out or meeting the costs of any re-treatment works that may be required during their written guarantee.

By obtaining a Knotweed Express IBG, you will be protected in the future if regrowth of Japanese knotweed occurs and the original contractor has ceased to trade.

This insurance is only available to PCA members such as Japanese Knotweed Ltd – PCA Members are experts in the control and management of invasive species.

The insurance we offer is arranged and administered by **QANW**. QANW is a trading name of Warranty Services Limited; an intermediary who arranges contracts of insurance between insurers and policy holders, as well as handling claims. They are registered in Scotland as a Limited Company, with the registration number SC205797. QANW acts on behalf of Accelerant Insurance UK Limited, who underwrites the insurance backed guarantees (IBG's).

The standard QANW Premium is £56.00. The insurance premium is made up of £50.00 Premium plus Insurance Premium Tax (IPT) of £6.00. Insurance premium is exempt of VAT.

Insurance is subject to application and acceptance by QANW. Should QANW reject your application for insurance we will refund the premium. (This is only for HTP contracts below approx. £7,000 inc VAT)

The insurance is only available if the full contract value has been paid in full and it will remain valid until the end date of the contract guarantee date.

### IMPORTANT NOTES

- The insurance will be valid if there is Japanese knotweed present in neighbouring property. However, should knotweed encroach from neighbouring property and grow in the subject property during the guarantee period it will invalidate the guarantee and IBG policy. To protect against this possibility, it is recommended that offsite high-risk knotweed is treated.
- The insurance may become void/invalid if the ground is changed in any way (refer to the guarantee) or any work in the area is not undertaken properly to avoid risk of disturbing the treatment area. As such, this should be considered from a risk perspective and QANW should be contacted and notified of the events that have occurred.

Please contact us before changing/altering the site and we will be able to advise you further.

# TRANSFER OF CONTRACT TO A NEW OWNER

## GENERAL: KMP AND GUARANTEE CONTRACT

If the property is sold, all guarantees, and documentation will need to be changed into the names of the new owners.

**The KMP and subsequent guarantee should be highlighted as part of the sale of the property.**

The guarantee shall be assignable by the client, to the new owner, provided that within three months of the change of ownership of the property, the new owner shall have:

- Given written (email) notice of the change to the Company.
- Paid the Company's transfer fee:
  - There is **no charge** for transferring the Knotweed Management Plan within the first 6 months of the contract term, or if a new build property for the first transaction between the developer and property buyer.
  - Thereafter and up to the end of the 5th year of the contract term the administration cost to transfer the Knotweed Management Plan is **£150 plus VAT**.
  - From the beginning of the 6th year of the contract term to the end of the guarantee, the administration cost to transfer the Knotweed Management Plan is **£180 plus VAT**.
- Nb. Guarantees for Flats and Apartments: If the building is a block of flats or apartments, the guarantee certificate will be held by the owner(s) of the property grounds, which in most instances is the block management company. Other flats/apartments in the building should rely on copy of the block guarantee. If individual company guarantee certificates are needed for Flats and Apartments in the block these can be priced on request, however, please be advised these cannot be insured and hold little meaningful value or liability cover for third party stakeholders.

**Communication procedure:** The company, upon notification that the property has been sold, will write a letter to the property asking the new owner(s) to contact us to transfer the programme. This will be completed via email, if the new owners' details have been given and we have been informed this communication path is acceptable. As standard, we send a FIRST letter/email, informing them that there is a plan in place, then a FINAL letter is sent approximately 4 weeks later. Within this FINAL letter, we will explain that we will cancel the programme within 30 days, if the new owners do not contact us, as we take this non-communication as they do not want to carry on with the service.

## SPECIFIC: QANW GUARANTEE INSURANCE

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

Subsequent owners of the land should, within 30 days of acquiring the title, contact the Insurer in writing at PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268 020 in order to request that the benefit of this Policy of Insurance be transferred.

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

Please email [contracts@knotweed.co.uk](mailto:contracts@knotweed.co.uk) with new homeowner name, email, telephone number, contract number and permission for us to keep the new contact's details on file (GDPR compliance).

# GUARANTEE CERTIFICATE

Client: **Executors of the late Anthony Lambert c/o Stephen Lambert & Mrs Deborah Lambert**

Property: **Haraldslea Farm, Liberty Road, Newtown, Fareham, Hampshire, PO17 6LD**

Contract No: **12501**

Treatment Start Date: **July 2024**

Treatment and Monitoring Period Ending: On or after **30 June 2029**

Guarantee Valid from: On or after **01 July 2029**

Guarantee Period Ending: **30 June 2034**

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 **01 July 2029** and ending **30 June 2034**:

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. were 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)**

# *KNOTWEED EXPRESS*

*Insurance Backed  
Guarantee cover for  
your Japanese Knotweed  
management contracts.*



# KNOTWEED EXPRESS

## ARE YOU WORRIED ABOUT FINDING THE RIGHT CONTRACTOR FOR YOUR NEEDS?

There are many ways to choose a contractor but it is more reliable to look to those who are members of recognised trade bodies such as the Property Care Association (PCA). And, in respect of Japanese Knotweed management, contractors who are members of the PCA's Invasive Weed Group.

Contractors should issue a written guarantee for the work they have carried out. This means that you should be protected, subject to the terms and conditions, if the treatment work fails within the term of that written guarantee.

## WHAT HAPPENS IF THE CONTRACTOR IS NO LONGER TRADING?

Members of the PCA are able to offer a Knotweed Express Insurance Backed Guarantee (IBG), provided by Quality Assured National Warranties (QANW), to safeguard your written guarantee. By obtaining a Knotweed Express IBG through your chosen contractor you will be protected in the future if regrowth of Japanese knotweed occurs at the location of the original treatment as detailed within a management plan and the original contractor has ceased to trade.

The cover provided by a Knotweed Express IBG commences on completion of the treatment and monitoring work, this being the date that the contractor certifies, in the form of a Completion Certificate, that the treatment works and the monitoring works have been completed, and issues their written guarantee.





# WHAT IS QANW'S KNOTWEED EXPRESS IBC?

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*The general principle of our Knotweed Express IBC is simple. It will honour the terms of the written guarantee, originally issued to you by your contractor, where that contractor has ceased to trade and is, therefore, unable to meet their guarantee obligations by carrying out or meeting the costs of any re-treatment works that may be required during their written guarantee.*

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If the re-growth of Japanese knotweed should occur, which should be covered under a written guarantee previously given by a contractor who has ceased to trade and where you have the benefit of a Knotweed Express IBC from QANW, you would make a claim to QANW. We would collect a completed claim form from you as well as copies of some important associated documentation in relation to your original treatment works, such as your completion certificate, original management plan and written guarantee. Once this is received a reinspection of the property would be organised by QANW and this would be carried out by an alternative PCA member contractor. There is a reinspection fee payable (of approximately £250) in respect of each and every claim. The fee would be returned to you,

should the claim be valid. Where the re-inspection report confirms the re-growth of Japanese knotweed in the area(s) originally treated, and detailed within your management plan, and that would also have been covered by the original contractor's written guarantee, QANW will meet the reasonable costs of the re-treatment works that are required. QANW's Knotweed Express Insurance Backed Guarantee meets the demands and needs of those who have had work carried out to treat Japanese Knotweed and who require insurance protection in the event that the contractor completes the treatment work, but is consequently unable to honour the terms of their own written guarantee relating to re-growth, due to having ceased to trade.

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*For full details of the cover provided by QANW's Knotweed Express IBC, as well as details of any significant or unusual exclusions or limitations of the cover, please see a copy of our Insurance Product Information Document which is available on our website:*

<https://qanw.co.uk/knotweed-express-ibg-ipid/>

**MOST CONTRACTORS PROVIDE GUARANTEES, OFTEN BETWEEN 2 AND 10 YEARS. HOWEVER, NOT ALL OF THESE WILL HAVE THE BACKING OF AN INSURANCE BACKED GUARANTEE.**

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*Imagine that Japanese knotweed re-grows during the guarantee period and you try calling your contractor only to discover they have ceased to trade. Who is going to re-treat the problem under your written guarantee?*

*More importantly who is going to pay for it? All too often the answer may be you - unless you have been given, or have taken out an Insurance Backed Guarantee.*



# MAKE A GOOD DEAL BETTER - ENSURE YOUR GUARANTEE IS INSURANCE BACKED

## How do I get a Knotweed Express Insurance backed guarantee?

When quoting for treatment works, your PCA member will include a Knotweed Express Insurance Backed Guarantee as part of their contract with you, or provide you with a quotation for you to consider.

QANW can provide insurance cover for a period of up to ten years and only a one-off premium payment is required. The quotation will confirm the premium applicable and there may be an administration fee charged by the contractor (not more than £35).

If you wish to proceed with the purchase of a Knotweed Express IBC, you would simply confirm this to your chosen PCA member contractor and pay the appropriate premium, administration fee and Insurance Premium Tax.

The contractor would then make an application to QANW and a policy documentation set would be issued for your retention. It is important to note that the policy is issued based on an estimated completion date, however cover shall only commence on the completion date, this being the date that the contractor certifies, in the form of a Completion Certificate, that the treatment works and the monitoring works detailed in the Management Plan have been completed.

You should ensure that the PCA member provides you with a management plan prior to treatment work commencing and a completion certificate and written guarantee when the treatment and monitoring works have been completed.

## COMPARISON

### QANW Knotweed Express IBC VS Contractors stand-alone management plan and guarantee

Insurance protection covering the management of Japanese Knotweed	QANW Knotweed Express Insurance Backed Guarantee	Contractor Guarantee (only)
Actual Period of Cover.	Up to 10 years	Only for as long as the contractor is trading
Insurance Policy for each Property.	✓	✗
Protects against contractor ceasing to trade.	✓	✗
Underwritten by a UK based, authorised and regulated insurance company - Accelerant Insurance UK Limited	✓	✗

### > Who are QANW?

QANW is a UK based insurance provider, which specialises in insurance backed Guarantee policies for construction and home improvements. QANW is a trading name of Warranty Services Ltd.

### > Contact Us

If you have any queries about the cover provided by a Knotweed Express Insurance backed Guarantee, please direct these to QANW as your contractor is not able to discuss the cover with you as they are not regulated to do so. QANW can be contacted by:



telephoning during office hours:  
01292 268020  
sending us an e-mail at:  
[info@qanw.co.uk](mailto:info@qanw.co.uk)  
or visiting our website:  
[www.qanw.co.uk](http://www.qanw.co.uk)

# 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 25 square metres of knotweed on the property unless otherwise indicated.
3. All quotations provided are valid for 90 days from date of issue and are subject to these Terms & Conditions.
4. The quoted treatment plan, regime, cost, and provision of guarantee is subject to the availability of 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.
5. We are not required to provide all the visits scheduled within the programme. Sometimes due to the result of our treatment work, or other factors which affect the target invasive weeds, one or more scheduled visits may not be required or beneficial to the control programme. If scheduled visits are not required, there will be no refund applicable on the contract value.
6. PAYMENT TERMS

**When paying for our KMP in instalments (payment option 1),** you are liable for the cost of the 1<sup>st</sup> instalment upon receipt of your work instruction. The invoice will be raised following completion of the first scheduled works visit. Subsequent invoice instalments will be raised on the annual anniversary of the instruction as a payment towards the contractual term and have no direct bearing on the visit schedule. Payment is due 30 days from date of invoice.

- a. For instruction cancellations received prior to undertaking the first works visit you will be invoiced for and be liable to pay 50% of the first instalment amount to recover part of our incurred costs for the survey, admin, and knotweed management plan report.
- b. With exception to the first instalment (including 6a above) cancellations of the service must be received more than 3 months prior to the date of the next invoice instalment. If the cancellation is not received in time, the next instalment will be invoiced and will be payable in full.
- c. On any order value over £10,000 excluding VAT (as a single order, or as an aggregate of multiple orders received at the same time), the option to pay in instalments will be subject to a third-party credit check on the paymaster client.

If the programme includes a guarantee or IBG this will only become valid once full and final payment for the contract has been made.

**When paying for our KMP in full (payment option 2),** an invoice for the full cost of the plan will be raised upon receipt of your instruction, with payment due within 7 days of date of invoice. Importantly payment against the invoice will need to be made to validate the plan, guarantee, and commence the schedule of works visits.

From receipt of payment, and if no treatment visit has taken place, there is a 31-day cooling off period. If within this time period you change your mind, a refund will be supplied to the value of the payment minus the costs associated with carrying out the survey, and administration in creating the knotweed management plan report including the guarantee certificate. As a note, this will be equivalent to 50% of the first instalment amount given for payment option 1. No refunds are payable for cancellations received after the cooling off period.

## 7. CONSEQUENCES OF NON-PAYMENT

Consequences of non-payment are that your programme will either not be started or put on hold with no further works visits being carried out until payment is received.

If the contract remains on hold due to situations outside of our control, then any missed scheduled visits will be classed as missed and no additional visits will be added. The contract will also keep the existing completion date.

If the contract remains on hold for longer than 6 months, then the company retains the right to cancel the contract with no refund available.



## 8. RIGHT OF WITHDRAWAL

A programme can be cancelled at any time, and on receipt of your written notice, we will cease the work immediately.

If cancelling an instalment payment plan programme, we require written notice at least THREE months before the next scheduled invoice date, otherwise the next scheduled instalment will be payable.

If cancelling a KMP paid for in full, there will be no refund payable following the cooling off period.

## 9. APPLICATION OF SALES DISCOUNTS

Only if applicable to the criteria of the ordered works, qualifying deductions and discounts will be applied and taken from the total programme sum in the following sequence: First – Pre-paid first visit survey and treatment deduction, Second – Full payment upon ordering discount, Third - Neighbouring property full KMP order discount.

## 10. ADDING TREATMENT OF NEIGHBOURING KNOTWEED TO THE PROGRAMME

If ordered as additional work to our Knotweed Management Plan (KMP), we will include for the treatment of neighbouring knotweed identified for treatment within 3m of your property boundary. The areas to be treated will be highlighted and shown in our KMP.

It is the responsibility of our client to seek and obtain the permission from a neighbouring property owner to allow us access onto their property, to conduct treatment works.

If you were unable to obtain neighbouring property access permission, or it is withdrawn for any reason, any monies pre-paid for the additional neighbouring property work will be non-refundable.

When attending our lead client's property, we will also attend the neighbouring property, but we will not make separate visits to treat neighbouring properties, visits will only be carried out back-to-back with scheduled visits to the lead client's property.

Unless specifically stated otherwise we will only attend and treat neighbouring properties for the first 3 years of the lead client's programme. If neighbouring access permission is obtained after the commencement of our lead client's third year of the KMP contract, additional charges will apply and be quoted to undertake dedicated scheduled visits to only treat the neighbouring property.

## 11. FULL KMP FOR NEIGHBOURING PROPERTY

If two or more neighbouring properties instructed a full KMP from us within 12 months of each other, the KMPs instructed within 12 months of each other would qualify for a 10% discount/cash back on the full value of the qualifying plans (after other qualifying sales discounts have been applied).

## 12. TREATMENT OF ENCROACHMENT GROWTH IDENTIFIED, PRIOR TO THE PROVISION OF GUARANTEE

Treatment of encroachment growth on site is included within the KMP cost up until and including the 5<sup>th</sup> year of the contracted plan.

If encroachment growth continues to occur during year 5 of the plan, the client will be additionally charged to schedule a further monitoring and treatment visit in year 6 and year 7 of the plan. The charge for the two additional visits will be equal to the value of the 4<sup>th</sup> instalment of the quoted instalment payment plan, and payable in full for us to confirm and provide the additional visits.

If encroachment growth continues to occur during year 7 of the plan, the client will be additionally charged to schedule a further monitoring and treatment visit in year 8. The charge will be equal to 50% of the value of the 4<sup>th</sup> instalment of the quoted instalment payment plan, and payable upon notification to confirm and provide the additional visit.

Provision of our guarantee and IBG (if applicable) will be delayed until two consecutive years of no re-growth onsite has been recorded. The total contract duration of 10 years does not change unless the client requests a quote for and pays to extend the contract a further 5 or 10 years.

## 13. TREATMENT OF ENCROACHMENT GROWTH IDENTIFIED, AFTER PROVISION OF GUARANTEE

Upon verification of encroachment growth being present onsite the existing Guarantee and IBG policy will be voided.

The client can request a new treatment programme cost to deal with the encroachment growth present. The quote will come with an option to treat the high-risk knotweed in the neighbouring property.

#### 14. TREATMENT OF ADDITIONAL ON-SITE JAPANESE KNOTWEED

Additional onsite Japanese knotweed is knotweed growth that was not identified on our previous surveys, is outside of the current treatment area, and is not linked to growth because of encroachment from offsite high-risk knotweed.

If the additional visible knotweed area is equal to or less than 20 square metres and discovered prior to the end of the 1<sup>st</sup> plan year, we will include its treatment within the existing plan at no additional cost. We will extend or create a new treatment area to encompass the new area(s) of knotweed and update the KMP drawing accordingly.

If the additional visible knotweed area is identified after the end of the 1<sup>st</sup> year of the plan, then we reserve the right to quote an additional fee to include the new area within the existing plan. This may include extending the total plan duration and amending the schedule of visits to accommodate enough time to effectively treat the new area(s).

#### 15. GUARANTEE

If applicable, the Guarantee Certificate will be issued upon receipt of full payment of the contract.

The beneficiary of the guarantee is the owner of the subject property. The guarantee will cover the 'treatment area' defined at the time the guarantee commences.

The guarantee commences once we have achieved two consecutive years of no knotweed growth within the 'treatment area'.

#### 16. KMP REVISIONS, TRANSFER OF PROGRAMME AND GUARANTEE

If the property is sold, all guarantees, and documentation will need to be changed into the names of the new owners. The KMP and subsequent guarantee should be highlighted as part of the sale of the property.

This guarantee shall be assignable by the client, to the new owner, provided that within three months of the change of ownership of the property, the new owner shall have:

- a. Given written (email) notice of the change to the Company.
- b. Paid the Company's transfer fee:
  - i. There is 'no charge' for transferring the Knotweed Management Plan within the first 6 months of the contract term, or if a new build property for the first transaction between the developer and property buyer.
  - ii. Thereafter and up to the end of the 5th year of the contract term the administration cost to transfer the Knotweed Management Plan is **£150 plus VAT**.
  - iii. From the beginning of the 6th year of the contract term to the end of the guarantee, the administration cost to transfer the Knotweed Management Plan is **£180 plus VAT**.

If due to other circumstances outside of the company's control, other than confirmed property sale, the knotweed management plan is required to be reviewed and updated in any way, then an administration charge will be levied for this work:

- c. For changes to be made to the documentation in advance of a property sale, 50% of the company's relevant transfer fee will be required to be paid in advance of the documentation being altered.

The remaining 50% of the relevant company's transfer fee will be charged as part of the property sale. However, if for any reason the sale of the property is not achieved within 12 months of the pre-sale document changes being made, then the company's transfer fee (as per clause 14, part b) will apply once the sale is completed.
- d. Should updated documentation be necessary for re-mortgaging purposes or any other reason, then a charge of **£75 plus VAT** will be required to be paid in full, prior to any changes being processed.

If document changes are made and the documents supplied. All charges are non-refundable.

#### 17. INSURANCE BACKED GUARANTEE (IBG)

The baseline QANW Insurance Premium is **£56.00** at the time this document was created. The insurance premium is made up of **£50.00** Premium plus Insurance Premium Tax (IPT) of **£6.00**. Insurance premium is exempt of VAT. These are the baseline costs, and you may be quoted a higher Insurance Premium subject to the total cost of your Knotweed Management Plan.

Insurance is subject to application and acceptance by QANW. Should QANW reject your application for insurance we will refund the premium.

The insurance is only available if the full contract value has been paid and it will remain valid subject to the terms of the guarantee until the end date of the KMP contract, or end of the guarantee, or a maximum of 10 years from being validated, whichever occurs first.

If paying in instalments the availability of guarantee insurance will be subject to the availability of the product provided by QANW at the time the contract is paid in full. The Insurance Premium charged by QANW is also subject to change and will be charged at the prevailing rate when full and final payment for the Knotweed Management Plan is made.

The insurance will become void/invalid if it is found the Japanese knotweed has encroached from neighbouring property and as a result is growing on the guaranteed property.

The insurance may become void/invalid if the ground is changed in any way (refer to the terms of guarantee) or we are unable to undertake and complete our work properly due to reasons outside our control. As such, this should be taken into account from a risk perspective and QANW should be contacted and notified of the events that have occurred. Please contact us before changing/altering the site and we will be able to advise you further.

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

Subsequent owners of the land should, within 30 days of acquiring the title, contact the Insurer in writing at PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268 020 in order to request that the benefit of this Policy of Insurance be transferred.

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

18. THE USE OF THE GARDEN: You have chosen to control Japanese knotweed via herbicide treatments. The amenity use of the areas affected by Japanese knotweed (the 'treatment area') during the treatment programme will be severely restricted. Following the end of treatment works within the KMP, the use of this area will remain restricted as the plant's underground rhizomes will remain in a treated but potentially dormant state. Disturbance of the ground within the 'treatment area' could trigger regrowth or risk spreading the knotweed contamination. If these restrictions are not desirable or if you have significant change of land use plans for the treatment area you may wish to enquire about excavation, which can provide immediate removal and eradication.

19. IMPORTANT CONSIDERATIONS TO BE FOLLOWED:

- a. Do not waste time. If Japanese knotweed appears on your property treat it immediately. Do not allow it to become established.
- b. Do not disturb and spread Japanese knotweed stems or crowns. If you spread the material on soil, Japanese knotweed could re-grow.
- c. Do not add Japanese knotweed material to a compost heap.
- d. Do not spread soil contaminated with Japanese knotweed rhizome. Any soil that is obtained from ground within 3m of a Japanese knotweed plant is likely to contain rhizome. In some open ground situations, rhizome can travel further and areas up to 7m from the visible above ground knotweed growth maintain some risk of containing rhizome. The rhizome is highly regenerative and will readily grow into new plants.
- e. Do not remove knotweed plant material or materials contaminated with knotweed (stems, crown, or rhizome) from the site as general or green waste. If removed from site, it is classified as a controlled waste under the Environmental Protection Act 1990 and will need to be transported by a Registered Waste Carrier and disposed of at a specialist licensed landfill facility. If you need to dispose of knotweed waste from site, call us to provide a quotation.
- f. Do not break the law. If you cause Japanese knotweed to spread from your land you could be guilty of an offence under the Wildlife and Countryside Act 1981, or liable for costs under civil private nuisance claims.

20. CONTAMINATED LAND: The herbicide treatment programme will not remove the underground 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, or screening/sifting operation, should be classified as controlled waste if removed from the site.



21. **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. Serious consideration should be given to the potential presence of underground knotweed rhizome when working within the high-risk area (3m from the visible extent of the plant mapped out in this KMP).
22. **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.
23. **CONTROL 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 an herbicide treatment programme should be classified as controlled waste if removed from site.
24. **LIMITATIONS OF SURVEY:**
- a. The findings of this survey are the result of a visual inspection and should not be taken as a guarantee that Japanese knotweed, Giant knotweed, or knotweed hybrid, are not present on the site or neighbouring land.
  - b. Unless specifically stated otherwise in the instruction to undertake a survey we are only surveying for the presence of Japanese knotweed, Giant knotweed, or knotweed hybrid. We will not be negligent for having failed to survey the property for the presence of other invasive non-native plant species (INNS). If in surveying for knotweed we visually identify other INNS we will bring these to your attention with a recommendation for control.
  - c. **Visual Inspection:** We will conduct a walkover visual assessment of the property/site only, unless it has been specifically stated that we are conducting exploratory excavations/trial hole digs. The above ground 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. 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 (unless cleared as detailed above) 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 presence. If the survey is undertaken during the winter months, it is possible in some situations that we may not discover the presence of knotweed even though it exists.
  - d. **Underground knotweed:** It is important to note that the majority of the plant's stems, known as rhizomes, are subterranean (underground) and cannot be seen from a walkover visual inspection. We can assess the likely extent of the plant's underground rhizomes if surveying undisturbed above ground knotweed growth, as most rhizomes are found growing within 3m of the above ground extent of growth. If Japanese knotweed has previously been treated/disturbed, or materials have been imported on to the property/site that are contaminated with knotweed, we may not be able to assess the presence or likely extent of ground contaminated by knotweed rhizome. Disturbed or imported buried knotweed rhizome may lie viable but dormant underground for many years.

25. **BOOKING OF VISITS:**

Where the company has communicated and had confirmation of a treatment or monitoring visit, and the date and time has been accepted, but on arrival, the customer isn't at home/site/property or doesn't allow a company representative to gain access to carry out the work, then the company see this visit as a "No Access" Visit.

The company understands that there are times this can happen and depending on the circumstances will allow this to be the case once per season. If a visit is then rescheduled and with confirmation and a 'No Access' situation occurs again, then the company will either see this visit as carried out and will only return to site to carry out the work at the next scheduled visit or if the customer pays for another visit to take place at a cost of £140 plus VAT.

Where the company has tried to contact the client following the below communication procedure and has still been unsuccessful, the company feels it has carried out its duties in trying to make sure that the visit takes place. If the visit still has not been booked in, and the company can prove the communications if requested, the company feels that it is then up to the client to contact the booking team to organise a date to carry out the scheduled visit. If the client does not contact the company, the company sees this visit as having taken place and no monitory recourse can be taken by the client. If a whole season is therefore missed, no additional visits will be added to the visit schedule. If, however, communication does happen within the same season, the booking will then be diarised and completed.

Communication procedure:

The company will ring to make a booking. If no answer and where possible, the company representative will leave a voice message. If the company does not hear back, the company will make a second call and again, if possible, leave a voice message. If after calling twice, the company still does not hear back, especially if there is no method of leaving a voicemail, the company will email the client confirming the date of the calls requesting a time to visit. If the company has been to site before, the company will possibly "cold call" the visit when passing. If after all this, the company still does not hear from the client, the visit will be seen as completed and only rescheduled when the customer makes contact.

## 26. GENERAL

The company holds the right to update these terms and conditions from time to time, with the most up to date terms being the prevailing ones. The most recent terms can be requested at any time from the company.

# 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 member 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 must 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 can offer an Insurance Backed Guarantee (IBG), provided by QANW 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.**



# OTHER AFFILIATIONS



## BUILDER'S PROFILE

Builder's Profile is the open-access Common Database service providing compliance and PQQ 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.



## 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".



## AMENITY ASSURED & AMENITY STANDARD

The BASIS Amenity Assured Scheme sets a benchmark of best practice methods for weed, pest and disease controls in Amenity situations. Companies which achieve the Amenity Assured Scheme demonstrate that their operating methods meet the compliance criteria for achievement of weed, pest and disease control through a variety of integrated approaches.



The Scheme Standard is defined by BASIS in conjunction with the Amenity Forum, City & Guilds Land Based Services (NPTC) and the National Association of Agricultural Contractors. A significant UK wide development designed to reassure the public of the safety and effectiveness of methods used for weed, pest and disease management. The Amenity Forum is the UK's Voluntary Initiative fully recognised by Government, and its main objective is to promote best practice across the sector.



## BASIS

The BASIS Professional Register requires members to hold a recognised qualification; agree to a written Code of Professional Ethics; and, most importantly, to commit to a programme of Continuing Professional Development (CPD) so that they stay up-to-date with all the latest developments.



## CQMS

CQMS Safety-Scheme assesses a supplier's compliance with SSIP Core Criteria and PAS 91. Our assessment procedures adopt control principles based on ISO 17020, which is the standard used by UKAS to approve Inspection Bodies.



## SMAS WORKSAFE (SAFETY MANAGEMENT ADVISORY SERVICES')

SMAS is a nationally recognised Health & Safety accreditation used to demonstrate your business' Health & Safety standards, giving main contractors confidence when it comes to your competence.

# JAPANESE KNOTWEED™ TO BE IGNORED

## **LONDON**

Japanese Knotweed Ltd  
Parkshot House  
5 Kew Road  
Richmond  
London  
TW9 2PR

## **SOUTHAMPTON**

Japanese Knotweed Ltd  
Unit 13A Westlink  
Belbins Business Park  
Cupernham Lane  
Romsey, Hampshire  
SO51 7JF

## **MANCHESTER**

Japanese Knotweed Ltd  
Ivy Business Centre  
Crown Street  
Failsworth  
Manchester  
M35 9BG

## **GLASGOW**

Japanese Knotweed Ltd  
Clyde Offices  
2nd Floor  
48 West George Street  
Glasgow  
G2 1BP

**0 3 3 3 2 4 1 4 4 1 3**

contact@knotweed.co.uk

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