JAPANESE KNOTWEED

KNOTWEED MANAGEMENT PLAN

[Remediation Report]

Private & Confidential

NAME OF SITE:	**Dob Brook Close, Newton Heath, Failsworth, Manchester, M40 1DB**
TENDER/PROJECT No:	**JKLE16694**
CLIENT NAME:	**The Guinness Partnership**
SPECIALIST:	**Japanese Knotweed Ltd**
DATE PREPARED:	**18 July 2019**
LAST UPDATED:	**23 January 2020**

JAPANESE KNOTWEED TO BE IGNORED

Environment Agency

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

www.japaneseknotweed.co.uk

LONDON – MANCHESTER – CARDIFF – SOUTHAMPTON – LINCOLN – BRIGHTON –

DUTY OF CARE:

JAPANESE KNOTWEED AND YOUR OBLIGATIONS

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

Any works conducted to control or eradicate this invasive weed should be completed in accordance to the Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 (Nov 2016)' and 'Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [April 2018]'.

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

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

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

A PLAN OF ACTION

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

The KMP records Remedial Activities, Objectives and Evaluations. It stores recordable documents such as: Photos, Pesticide Application Records (PAR), Waste Transfer Notes (WTN) and Landfill Weighbridge Tickets (WBT).

An active or completed KMP should be included with
a development sites Operation and Maintenance manual.

KNOTWEED MANAGEMENT PLAN

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1 INTRODUCTION

1.1 CONTACTS

1.1.1 JAPANESE KNOTWEED SPECIALIST DETAILS

NAME:	**Japanese Knotweed Ltd**
ADDRESS:	**Ivy Business Centre, Crown Street, Failsworth, Manchester, M35 9BG**
TEL:	**0333 2414 413**
WEBSITE:	**www.japaneseknotweed.co.uk**
	Estimator – David Cook: estimating@knotweed.co.uk - 0333 2414 413 Option 1 + 1
	Excavations Contracts Manager - Andy Hillier: andy.hillier@knotweed.co.uk - 0333 2414 413 Option 4
	Herbicide & Guarantees Contracts Manager - Carol Caldwell: carol.caldwell@knotweed.co.uk - 0333 2414 413 Option 3

1.1.1.1 QUALIFICATIONS

Japanese Knotweed Ltd is a specialist knotweed contractor working throughout England, Wales and Scotland for Commercial and Private Clients. They are an affiliated member of the Property Care Association's (PCA), Invasive Weed Control Group (IWCG).

All our staff are fully trained to undertake their works - we have a 100% CSCS policy for all staff involved with the management and undertaking of operational works on construction sites.

All team leaders (Site Foreman) working on construction sites are SSSTS qualified, and all plant operators have the applicable CPCS qualification.

All operational staff that undertake herbicide application works have the statutory NPTC PA1 and PA6 license (and PA6 AW for those spraying on or near water). Our technical staff have also completed the PCA Technician Training course.

Excellent ★★★★★ 9.8 out of 10 based on 287 reviews Trustpilot

1.1.2 CLIENT DETAILS

NAME:	**The Guinness Partnership**
ADDRESS:	**Bower House, 1 Stable Street, Hollinwood, Oldham, Lancashire, Ol9 7LH**
CONTACT:	**Karen Hartford**
TEL:	**0161 2446875 | 07968 571464**
EMAIL:	**karen.hartford@guinness**

1.2 PLAN OVERVIEW

1.2.1 FULL SITE ADDRESS

Dob Brook Close
Newton Heath
Failsworth
Manchester
M40 1DB

1.2.2 DESCRIPTION OF MANAGEMENT PLAN

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

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

The Management Plan should be read in conjunction with the Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [April 2018]' and Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 (Nov 2016)'.

1.2.3 PREVENTING FURTHER SPREAD

Where possible all areas affected by Japanese knotweed should be fenced off and isolated from any activities on site immediately to avoid potential knotweed spread. The fencing should be erected at least 7 metres away from any visible knotweed growth to protect rhizomes close to the surface from disturbance (*see Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [April 2018]' and Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 (Apr 2019)'.*

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

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

2 PRE-REMEDIATION SURVEY

2.1.1 DESCRIPTION OF THE SITE

The plot measures approximately 0.4ha in area and comprises of a roughly rectangular area of scrubby woodland and rough grassland located between Dob Brook Close and the Rochdale Canal. Immediate surrounding habitats are highly urbanised and comprise principally of residential housing with associated gardens to the north and east. A scrap yard is located to the west and the canal is located immediately to the south.

See Appendix Report Section 5.2.1 for Image of site layout

2.1.2 DISTRIBUTION OF JAPANESE KNOTWEED

Date of Survey:	**17/07/2019**

A thorough walk over of the site was undertaken to identify the presence, locations and extent of Japanese knotweed growth.

The survey was undertaken in accordance with current good practice published by the Royal Institute of Chartered Surveyors (RICS, 2012) and the Property Care Association (PCA, 2018).

The areas of Japanese knotweed identified are detailed below:

Japanese knotweed stand (JK1): This is located in the western sector extending from the road to the canal. It has been treated with herbicide by others in the past resulting in bonsai and peppered growth. Large mature crowns are visible which are producing fresh growth.

Japanese knotweed stand (JK2): This is located directly next to the tarmac hardstanding area under an Acer tree. The knotweed does not appear to have been treated with herbicide in the past.

Japanese knotweed stand (JK3) OFFSITE: This is located in the thin strip of land between the boundary fence and the canal. It is showing signs of historical herbicide treatment by others resulting bonsai and peppered growth.

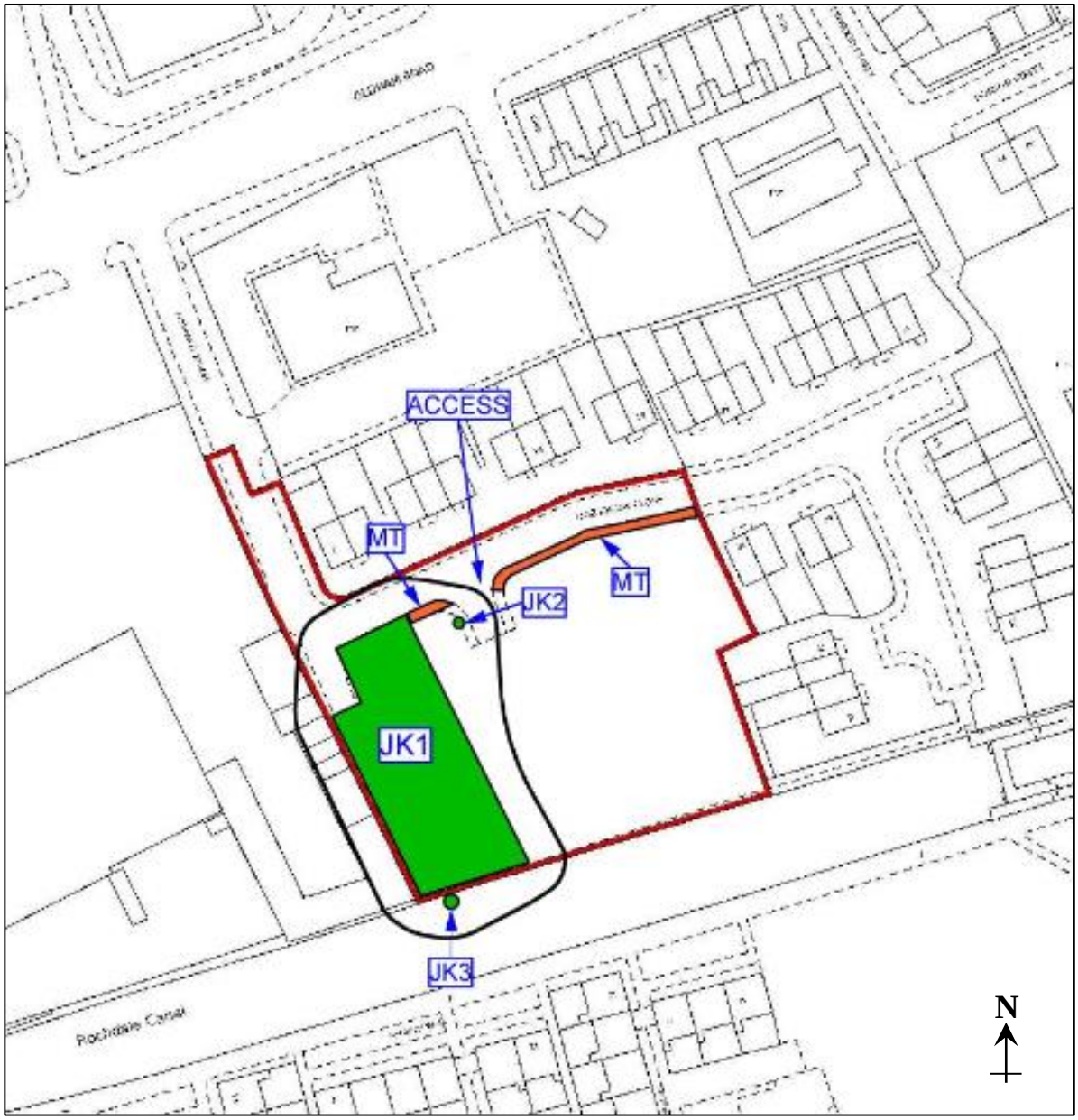
Mare's Tail was also identified onsite along the northern boundary.

Ref	Growth Type	JK Avg. Stem Height	Veg Composition	Proximity to Water (<12m)	Slope / Gradient	JK Visible Area
JK1	Peppered	<1m	JK only	Yes	Flat	710m^2
JK2	Mature	1-2.5m	JK only	No	Flat	2m^2
JK3	Peppered	<1m	JK only	Yes	Flat	4m^2

See below for Site Plan of site showing knotweed distribution

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

Image 1: Site Plan of current site layout showing knotweed distribution



KEY

Active Japanese knotweed growth areas, on and off site

7m Risk Zone: - Potential Japanese knotweed contaminated ground area

Active Mare's Tail growth areas, on and off site

LIMITATIONS OF SURVEY

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

3 REMEDIATION PROPOSAL

3.1 EVALUATING APPROPRIATE METHODS

3.1.1 DESCRIPTION OF ANY PROPOSED DEVELOPMENT

The proposal is for the construction of new apartments, with car parking, communal gardens and an access road.

Development commencement date	**To Be Advised**
Development completion dates *(including soft & hard landscaping)*	**To Be Advised**

See Appendix Report Section 5.2.2 for Site Plan of Proposed development
See Appendix Report Section 5.4 for Japanese knotweed impact on development objectives

3.1.2 SETTING PRIORITIES

	PRIORITY			
	HIGH	**MEDIUM**	**LOW**	
	Removal	*Treatment*	*Monitoring*	
ACTIONS				
Isolation / Exclusion	**Y**			All Japanese knotweed areas to be isolated. Isolation zone should be to at least 7 metres laterally from any visible knotweed growth to ensure rhizomes close to surface are not disturbed.
Monitoring		**Y**		A scheme for monitoring will be agreed with the Site Manager, who will ultimately be responsible for overseeing the control of Japanese knotweed on site.
Management		**Y**		This Management Plan will be reviewed on a regular basis and in any case every 12 months from site acquisition to completion of works.
KNOTWEED AREAS				
JK1-JK2, MT	**Y**			**Instant eradication (excavation)** – the knotweed area is proposed for disturbance under development
JK3		**Y**		**Treatment (in-situ chemical application) –** the knotweed and Mare's area is not proposed for disturbance under development

3.1.3 METHODS OF CONTROL AND ERADICATION

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

✓ = Recommended | Y = Feasible* | × = Not feasible

*(*Feasible but subject to further details of any proposed development plans, or specific details of the site)*

JAPANESE KNOTWEED REMEDIATION METHOD – SITE SPECIFIC FEASIBILITY CHART											
Remediation Methods		**Japanese knotweed & Mare's Tail growth locations**									
Treatment Type	**Disposal Type**	**1**	**2**	**3**	**MT**	**-**	**-**	**-**	**-**	**-**	**-**
Full Excavation (total lateral and vertical extent of rhizome within site)	**Off-Site in Landfill [DIG and DUMP]**	✓	✓	×	✓	-	-	-	-	-	-
	On-Site Sifted and Buried [DIG and SIFT]	×	×	×	×	-	-	-	-	-	-
	On-Site Buried as Cell-Burial [CELL-BURIAL]	×	×	×	×	-	-	-	-	-	-
	On-Site Relocated for Treatment [DIG and RELOCATE]	×	×	×	×	-	-	-	-	-	-
Reduced Level Excavation (remaining rhizome contaminated ground is capped with root barrier)	**Off-Site in Landfill [DIG and CAP]**	×	×	×	×	-	-	-	-	-	-
	On-Site Sifted and Buried [DIG and SIFT]	×	×	×	×	-	-	-	-	-	-
	On-Site Buried as Cell-Burial [CELL-BURIAL]	×	×	×	×	-	-	-	-	-	-
	On-Site Relocated for Treatment [DIG and RELOCATE]	×	×	×	×	-	-	-	-	-	-
Herbicide Treatment Programme*	**In-Situ**	×	×	✓	×	-	-	-	-	-	-

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

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

Answer: Herbicide application alone can ultimately render the plant unable to produce new growth (deemed as eradication), but it is unlikely to remove viability from 100% of the underground rhizome system.

Therefore, disturbance of ground containing herbicide treated knotweed is likely to produce re-growth (even after a successful herbicide programme, which has resulted in no recordable above ground growth).

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

3.2 RECOMMENDATION FOR REMEDIATION

In consideration of our survey and any known development plans we provide our remedial recommendations below:

As the Japanese knotweed and Mares Tail (*Equisetum*) are going to be disturbed by the development it will need to be excavated.

The client must remove the fence alongside Dob Brook Close to widen the access to allow us to bring on plant machinery into site.

There is a mature willow tree within the area of JK1 and JK2 is emerging under an Acer tree. Therefore, we have quoted a Watching Brief (expert supervision) to a tree surgeon to carry out the tree works for their removal before we can start our works.

We have also quoted to provide a Watching Brief to others who will conduct a vegetation clearance in the knotweed areas, and we will erect road pin and barrier mesh as a minimum warning to the presence of knotweed contaminated ground.

We have quoted to fully excavate JK1 and JK2. We will transport the knotweed contaminated waste by dumper to an area of hardstanding where it will be stockpiled on polythene sheets and plyboards. There it will be loaded onto 8 wheeled tipper lorries and removed from site to a specially licensed landfill facility. We have included the cost of installing root barrier to the boundary to prevent ingress from offsite.

We will excavate the Mare's tail and place within the void created by the excavation of JK1 where the access road will be created. We will then cover these soils with a geo-textile terram which will prevent any future growth. Alternatively, we have quoted removal

The offsite knotweed can be treated with a Herbicide Treatment Programme. For those areas to be treated that are near water an AquaHerb licence will be applied for from the Environment Agency.

The methods proposed are:

3.2.1 Knotweed stands due for disturbance: JK1, 2

Our understanding of the site indicates that these knotweed areas may/will be disturbed by planned development works. This necessitates the instant removal of the knotweed contamination by way of excavation (as in-situ herbicide treatment is not applicable in these situations).

We have prepared quotes for the following methods for your perusal:

3.2.1.1 Quote 1: Dig and Dump (Stands: JK1, JK2 & MT)

JK1 & JK2: Where knotweed is present in areas proposed for building footprints, or site level reductions, or where it is undesirable or impractical to retain knotweed waste on site, it will need to be fully excavated (to remove all rhizome) and taken off site for disposal at landfill site specially licensed to handle and dispose of knotweed waste.

We will install vertical root barrier to the boundary of the site, to prevent future ingress of knotweed which is present under or beyond the boundary of the site.

3.2.2 Knotweed stands not due for disturbance: JK3

Our understanding of the site indicates that these knotweed areas may/will not be disturbed by planned development works. This presents the option of leaving the knotweed in situ and treating it with herbicides. Treatment programmes take a minimum of 2 years and the treated area will need to be protected from disturbance which could spread the plant. It's important to note that the ground will remain contaminated with knotweed rhizome on successful completion of the treatment programme, which has a long-term impact on amenity use of the area.

3.2.2.1 Quote 2: Herbicide Treatment Programme (Stands: JK3) - OFFSITE

On site treatment of Japanese knotweed provides a sustainable remediation process, which is applicable for 'Land Remediation Tax Relief' by the client. Where there is no planned disturbance of the knotweed area and it is desirable for knotweed to be treated long term, then herbicide treatment can be considered. This is a cost-effective control method, but it does not remove the knotweed contamination from the ground. The herbicide used will be a BASIS approved herbicide applied with correctly calibrated equipment using techniques proven to be effective on Japanese knotweed.

3.3 MANAGEMENT ACTIVITIES

We have established activities for the planned Japanese knotweed remediation. These are detailed below. Japanese Knotweed Ltd will have responsibility to monitor progress of the knotweed remedial works.

3.3.1 CONTROL/ERADICATION METHODS

Knotweed Area	Description of Control Method	To Be Carried Out By:
JK1-JK2, MT	Instant Eradication Method (Excavation)	JK Ltd
JK3	Long Term Treatment (Herbicide Programme) **off-site**	T.B.C.
JK1-JK3	Long Term Monitoring (Guarantee)	JK Ltd

Please see below for our Proposed Site Remediation Drawing

3.3.2 DRAWING SHOWING PROPOSED REMEDIAL WORKS

Image 2: Site Plan of proposed site layout showing remediation works

Purple Areas denote knotweed and Mare's Tail stands to be excavated	**Thick Blue Line** denotes vertical root barrier to be installed	**Green Area** denotes offsite knotweed stand to be treated with herbicide	**Dotted Lines** denote 7m knotweed risk zone

4 REMEDIATION UNDERTAKEN

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

4.1 SUMMARY OF WORKS COMPLETED

To be inserted here on completion of works

4.2 METHOD OF WORKS

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

4.3 CONTROL/ERADICATION IMPLEMENTATION SCHEDULE

Activity	Description	Not Started	Commenced (Date)	Completed (Date)
1	Removal (and instant eradication) of Knotweed and Mare's Tail via Excavation	Y		
2	Installation of Root Barrier to control the spread of Japanese knotweed	Y		
3	Undertake herbicide programme to treat (control) Japanese knotweed **off-site**	Y		
4	Undertake Monitoring under cover of a Guarantee agreement to the site	Y		

4.4 DRAWING SHOWING COMPLETED REMEDIAL WORKS

Image 3: Site Plan of proposed site layout showing completed remediation works

To be inserted here upon completion of works

5 APPENDICES

5.1 APPENDIX 1 - GUARANTEES

5.1.1 COMPANY BACKED GUARANTEE

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

'On the proviso that the valued work is undertaken by Japanese Knotweed Ltd and paid for in full, and providing no actions have been undertaken by the client or any other party that breach our Terms and Conditions, Japanese Knotweed Ltd, for a period of 2-12 years, will accept liability for any work (chemical application) deemed necessary to treat any re-growth of Japanese knotweed.'

IMPORTANT NOTES

- Transferrable Guarantee (costs to re-assign)

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

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

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

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

5.1.2 GPI - INSURANCE BACKED GUARANTEE

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

Important Note:

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

1. Japanese knotweed located in neighbouring property, within 7m of the client's site/property boundary, will need to be treated by us or others with an approved programme of herbicide applications.

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

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

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

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

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

Transferring benefits of the guarantee:

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

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

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

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

5.1.3 THIRD PARTY BONDED GUARANTEE

A 'Service Performance Escrow Agreement' **can be** set up to provide a bond on the monitoring and treatment service for the period of the Guarantee. All guarantee funds will be secured in an escrow account managed by

the third-party solicitor. This provides full fund protection for the client if the contractor goes out of business. The contractor will apply for payments out of the escrow account for each year of the guarantee. Appropriate funds will remain in the account until completion of the guarantee service. If the contractor goes out of business the funds can be reclaimed by the client or used to facilitate another invasive weed specialist to undertake the liability of the guarantee.

DRAFT GUARANTEE CERTIFICATE

Client: **The Guinness Partnership**

Property: **Dob Brook Close, Newton Heath, Failsworth, Manchester, M40 1DB**

Contract No:

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

Monitoring Period Ending: On or after **To Be Advised (requires construction end date)**

Guarantee Period Ending: **To Be Advised**

Work carried out and covered by this company guarantee to control the following invasive weeds:

Japanese knotweed (***Reynoutria japonica***) ☒

Other please specify _____

TERMS OF GUARANTEE

1. **Japanese Knotweed Ltd** hereinafter referred to as "The Company" hereby **GUARANTEES** that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of this Guarantee notifying the Company in writing within a period of **TEN YEARS** from the date of completion of the work of:

   (i) any continuance or recurrence of the invasive weed indicated above respectively to the work carried out in the areas identified in the report as the "treatment area"

   the Company, upon production of this Guarantee and all original or electronic copies of relevant survey reports, quotations, specifications, drawings, plans, completion certificates and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for the land to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence at issue is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.

2. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.

3. This Guarantee does not cover any loss (including consequential loss see 9 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.

4. This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:

   (a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;

   (b) where all Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.

   (c) where the Client failed to pay the full price, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due;

   (d) where the land and property has not been kept in a good and proper state, including the prevention of tipping, thereby precluding the early detection of growth by invasive weeds;

   (e) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance and/or the exclusion of plant materials from areas adjacent to the treatment area;

   (f) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.

   (g) where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.

5. This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed

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

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

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

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

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

7. For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") **provided always that** the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.

8. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.

9. For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property, it shall no longer be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and / or obligations under this Guarantee.

10. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;

11. In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following **ORIGINAL** documents must be produced by you:

    (a) Report(s), estimate and any drawings or plans relating to it
    (b) Receipted invoice or proof of payment
    (c) Certificate or letter of completion
    (d) This guarantee certificate

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

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

Signature:

(For and on behalf of the Company)

Japanese Knotweed Ltd
Unit 7, Belbins Business Park
Cupernham Lane, Romsey
Hampshire, SO51 7JF
Tel: 0333 2414 413 | Email: contact@knotweed.co.uk

DRAFT

5.1.1 ADDENDUM TO GUARANTEE

Dear Sirs

Dob Brook Close, Newton Heath, Failsworth, Manchester, M40 1DB ("the Property")
Japanese Knotweed Guarantee Certificate ("the Certificate")

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

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

A. Upon any continuance or recurrence of the Japanese knotweed, respectively to the remedial work carried out on the property, and on the proviso that the valued remedial work has been undertaken by the Company and paid for in full, and providing no actions have been undertaken by the Customer or any other party that breach the Company's Terms and Conditions;

   (i) the Company will carry out such further treatments (chemical application only unless agreed otherwise) as shall to the Company appear to be necessary to control the Japanese knotweed.

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

B. In completing regular inspections of the property we will not require the receipt of documentation as detailed in section 1 of the certificate to arrange these inspections.

C. The terms of paragraph 4(a) of the Certificate will not apply as we will make regular periodic inspections of the Property.

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

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

Signature:

(For and on behalf of the Company)

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

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

DRAFT

5.1.2 SITE PLAN SHOWING AREA COVERED BY GUARANTEE

Areas ('Treatment Area') within site or within each affected property which is insurable (**Insurance Backed Guarantee)** upon the back of the company guarantees.

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

5.2 APPENDIX 2 - RECORD OF SITE AND REMEDIAL WORKS

5.2.1 AERIAL PHOTOGRAPH OF CURRENT SITE

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5.2.2 PROPOSED DEVELOPMENT PLAN FOR SITE

5.2.3 PRE-REMEDIATION - PHOTOGRAPHS OF JAPANESE KNOTWEED

Image 1: 2019.07.17 JKLE16694 ACCESS ROAD

Image 2: 2019.07.17 JKLE16694 BOUNDARY WITH CANAL BANK

Image 3: 2019.07.17 JKLE16694 CROWN WESTERN BOUNDARY

Image 4: 2019.07.17 JKLE16694 JK1 EMERGING FROM CROWN

Image 5: 2019.07.17 JKLE16694 JK1 BONSAI GROWTH

Image 6: 2019.07.17 JKLE16694 JK1 DEBRIS WESTERN BOUNDARY

Image 7: 2019.07.17 JKLE16694 JK1 OLD CANES & CROWNS

Image 8: 2019.07.17 JKLE16694 JK1 OLD CANES IN VEGETATION

Image 9: 2019.07.17 JKLE16694 JK2 UNDER ACER

Image 10: 2019.07.17 JKLE16694 JK2 UNDER ACER

Image 11: 2019.07.17 JKLE16694 JK3 AREA UNDER CHERRY TREE

Image 12: 2019.07.17 JKLE16694 JK3 BONSAI GROWTH

Image 13: 2019.07.17 JKLE16694 JK3 CANAL SIDE

Image 14: 2019.07.17 JKLE16694 UNMANAGED GRASSLAND ONSITE

5.2.4 DURING AND POST REMEDIATION – PHOTOGRAPHS

To be inserted on completion of works

5.2.5 Site Visit Records (Monitoring) - Herbicide (Pesticide) Application Records

To be inserted on completion of works

5.2.6 Site Waste Tracking Record

To be inserted on completion of works

5.2.7 Waste Transfer Notes

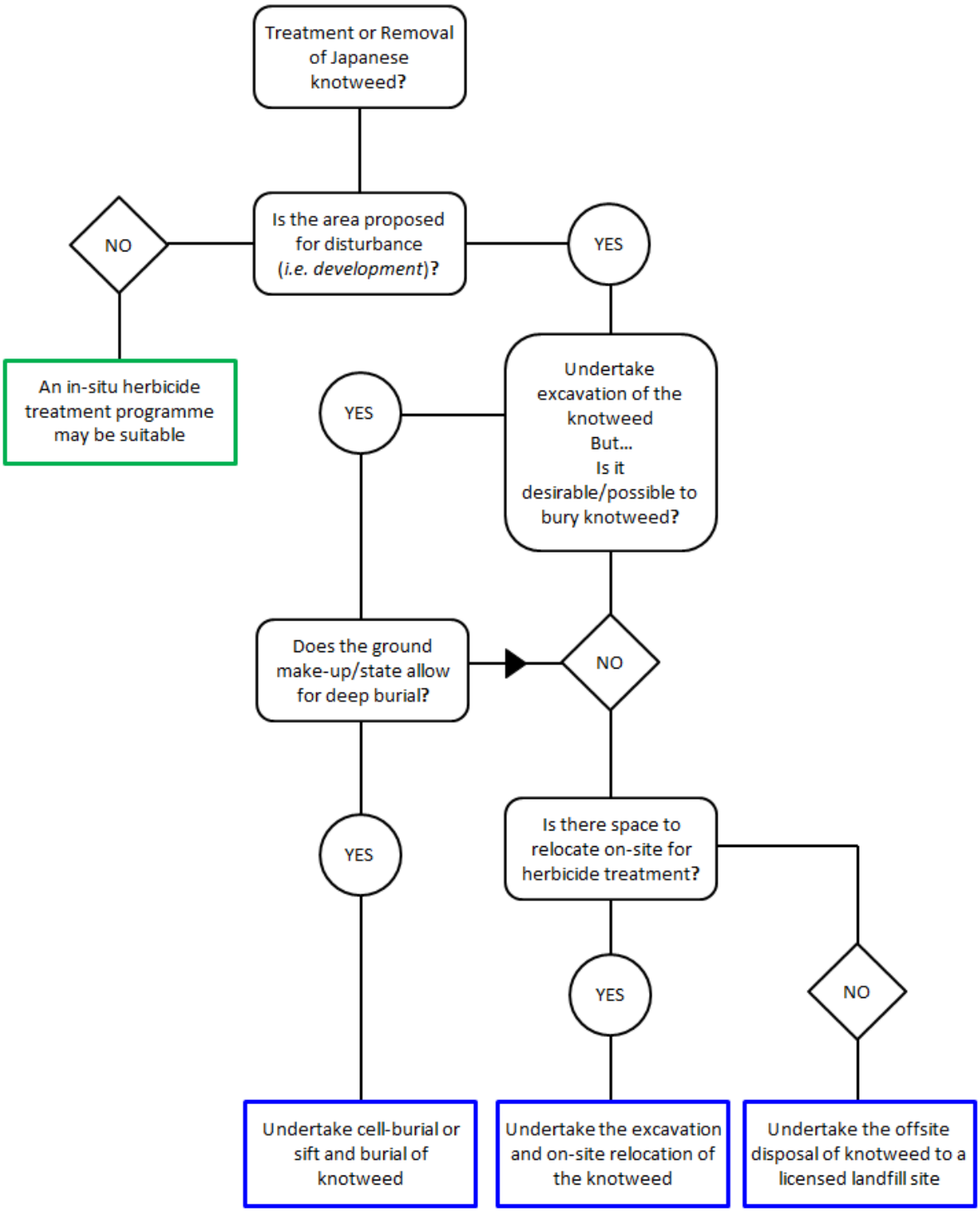
To be inserted on completion of works

5.2.8 Weighbridge Tickets

To be inserted on completion of works

5.3 APPENDIX 3 - REMEDIATION STRATEGIES

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



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

5.3.1 Dig and Dump

Our dig and dump programme provides an instant, hassle free and impressive rectification method. The Japanese knotweed is fully excavated to remove all material (all rhizomes). The excavation process is monitored by our site supervisors who not only ensure that all the knotweed is removed (via visual identification), but that only soils contaminated with knotweed are removed (i.e. we only excavate what needs to be excavated we don't excavate a blind 7m past the knotweed growth and to a set 3m depth, where it's not necessary). All knotweed material and knotweed contaminated arising from these works is removed from site as controlled waste. This requires removal via registered waste carriers to a landfill site fully licensed to receive and dispose of Japanese knotweed. There will be a full waste tracking record on completion.

• No restrictions left on site • Work can continue immediately after removal	• Can be more expensive than other on-site sustainable solutions

5.3.2 Dig and Cap

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

• Limited restrictions left on site • Work can continue immediately after removal	• Can be more expensive than other on-site sustainable solutions

5.3.3 Dig and Sift

The Japanese knotweed is excavated either fully or to a reduced level. The excavated spoil is then passed through a mechanical screener. The sifting process crushes and fragments the knotweed, reducing its regenerative power. The sifted knotweed materials can then be re-used or buried on-site. The key benefit of this procedure is that the spoil which passes through the screener will only contain very small fragments of knotweed, which have lowered regenerative power. This allows for the sifted spoil to be re-used on-site as backfill subject to local Environment Agency Officer approval! To exploit the low regenerative power of these fragments the sifted spoil is buried, subjected to engineering compaction, and covered with an approved geo-synthetic membrane prior to clean backfill being installed above. The burial depth should be suitable as to avoid the risk of accidental disturbance and prevent any small knotweed fragments from producing growth capable of breaking the compaction and reaching the surface. Alternatively, the sifted spoil can be re-used on site at finished levels to areas of Public Open Space landscaping, but some limited re-growth will be expected. The re-use area would therefore need to be subject to a monitoring and herbicide treatment programme until successive years of no-growth have been recorded. The Knotweed Management Plan (KMP) should be used to record the position of the low-level burial or re-use area, with this being marked upon an as-built site drawing. This will help prevent potential future disturbance of these locations. If these works are part of a site development project the KMP should then be included in the Operations and Maintenance (O&M) Manuals.

• Moderately cost effective • Allows development to be undertaken whilst treatment takes place elsewhere on-site	• Restrictions remain on site • Limits use of area above burial site • Requires a large hole to receive material

5.3.4 Cell-Burial

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

• Does not require a set aside area for control • Work can continue immediately after burial	• Restrictions remain on site • Limits use of area above burial site • Requires a large hole to receive material

5.3.5 Dig and Relocation

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

• Cost effective • Allows development works to be undertaken whilst treatment takes place elsewhere on-site	• Requires undisturbed area • Soil from stockpile must remain on site • Restrictions remain in stockpile area

5.3.6 Watching Brief (Supervision)

To guard against accidental spread of knotweed material, a 7m exclusion zone called a rhizome spread zone (RSZ) fencing will be erected around the visible knotweed growth area. Watching brief (site supervisor) will be provided to oversee others in undertaking site clearance/demolition/construction works within the RSZ to ensure knotweed contamination is not spread from the area. Arising from within the RSZ which is found to be contaminated with Japanese knotweed will either be; disposed of on-site (burial/relocation), removed from site (to landfill) or temporarily stockpiled and then returned to area on completion of works. Root Barriers can be introduced to cap or separate knotweed contaminated ground from clean or imported clean ground or to protect new services/structures/hard-standing. Watching brief (site Supervisor) will ensure that all personnel and machine are properly decontaminated before leaving the RSZ area. During and/or post completion of the development works any knotweed remaining on-site (original position or relocation area) should be treated under a herbicide application programme to control the plant, and aim at achieving eradication.

5.3.7 Root Barrier Control

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

5.3.8 Herbicide Treatment Programme

Often the most cost-effective treatment and control method is a Herbicide Treatment Programme. This requires methodical and carefully managed visits with correct use of chemical over a sustained period of time (2-5 years).

It should be noted that Japanese knotweed can take many years to eradicate via chemical application. Chemically induced eradication does not mean removal of the plants underground rhizome system. This will remain often in a dormant but viable state and could re-grow if disturbed.

The above is an important note for developers as the Environment Agency recognise the limitations of herbicide control and class the ground which contains knotweed treated or dead (even after a knotweed specialist has deemed the knotweed as eradicated under chemical treatment) to be classed as controlled waste if removed from site. This is the same classification that is given to viable living knotweed material and ground contaminated with untreated alive knotweed.

More often than not, if developing a site, you will need to adopt one of the instant remediation methods.

• **Cost effective** • **Treatment can be carried out in situ without risk of spreading plant further**	• **Takes 2-5 years** • **Must be left undisturbed** • **Restrictions remain on site** • **Restricted use near valuable vegetation and waterways**

5.4 APPENDIX 4 - THREATS TO SITE MANAGEMENT OBJECTIVES

A strategy for managing and/or removing the knotweed problem is required to allow the proposed site development/management objectives to be implemented without compromise of potential property and legal risks caused by Japanese knotweed.

By NOT implementing our recommended remedial strategies (as detailed in section 3 of this report) you may be presented with the following complications and associated costs:

5.4.1 JAPANESE KNOTWEED IMPACT ON DEVELOPMENT OBJECTIVES

SITE VEGETATION STRIP/CLEARANCE

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

DEMOLITION

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

FORMATION LEVEL EXCAVATIONS

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

BUILDING FOUNDATION EXCAVATIONS

Ground work excavation for proposed building foundations may encounter ground contaminated with knotweed rhizome. This can result in un-controlled or un-treated knotweed rhizome remaining under

building footprints (i.e. in ground underneath suspended Block and Beam floors) presenting a structural risks and/or unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

MATERIAL MOVEMENTS AND WASTE

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

5.4.2 IMPACTS ON PROPOSED END USE

STRUCTURAL RISK

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

PLOT SALEABILITY

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

CONTAMINATION

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

5.4.3 RE-INFESTATION

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

5.5 APPENDIX 5 - EXPERIENCE and QUALIFICATIONS

5.5.1 CONTRACTOR (KNOTWEED SPECIALIST)

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

- Private Individuals
- Housing Associations
- Local and Regional Government
- Commercial Companies
- Construction Companies

5.5.2 TRADE AFFILIATION: PROPERTY CARE ASSOCIATION – INVASIVE WEED CONTROL GROUP

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

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

5.5.3 QUALIFICATIONS

All our staff are fully trained to undertake their works. We have a 100% CSCS policy for all staff involved with the management and undertaking of operational works on construction sites. All team leaders (Site Foreman) working on construction sites are SSSTS qualified and all plant operators have the applicable CPCS qualification. All operational staff that undertake herbicide application works have the statutory NPTC PA1 and PA6 license (and PA6 AW for those spraying on or near water). A majority of our technical staff have also now completed the PCA Technician Training course.

5.5.4 OUR AFFILIATIONS

PROPERTY CARE ASSOCIATION (PCA) INVASIVE WEED CONTROL GROUP

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

TRUSTMARK

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

CHAS (THE CONTRACTORS HEALTH AND SAFETY ASSESSMENT SCHEME)

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

SAFECONTRACTOR

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

BUILDERS PROFILE

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

RISQS (RAILWAY INDUSTRY SUPPLIER QUALIFICATION SCHEME)

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

CONSTRUCTIONLINE

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

ACCLAIM HEALTH & SAFETY

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

ACHILLES UVDB

Japanese Knotweed Ltd are qualified suppliers on the Achilles UVDB rigorous pre-qualification database. UVDB is the utility industry pre-qualification system used across the UK.

5.5.5 TRUSTPILOT

Excellent 9.8 out of 10 based on 287 reviews Trustpilot

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

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

5.5.6 TESTIMONIALS

TESTIMONIALS FROM CONSTRUCTION / DEVELOPERS

Dean Elvidge (Business Development Director) Jenner Ltd

'We engaged with Japanese Knotweed Ltd on a regeneration project we are currently constructing at Newington, Ramsgate. The advice they provided in the early stages following the discovery of knotweed to an area of the site was provided in a professional way, which allowed the works to be undertaken at the earliest opportunity without causing any delays to our programme. The documentation provided following the works being undertaken was also submitted in a timely manner. We would recommend JKL to others and I am sure we will be seeking similar advice from them in the future.'

Martin Bates (Managing Director) J W Stratton Ltd

'I have been very pleased with the rapid response and professional service provided by JKL. They were able to provide us with a number of options for both knotweed eradication and warranty and carried out the preferred method quickly and without fuss, leaving us with a clean and cleared site within a matter of days. I would use their services again without hesitation should the need arise.'

Sean Leaning (Senior QS) Bowmer & Kirkland Ltd

'We can only thank and praise JKL for their rapid and diligent response to our unexpected and untimely knotweed problem. From initial survey to quotation to carrying out of the works, JKL fulfilled all expectations and obligations to very high standards. We would not hesitate in making JKL the first point of contact should we be faced with a Japanese Knotweed problem in the future.'

JAPANESE KNOTWEED™ TO BE IGNORED

SURVEY

TREATMENT

REMOVAL

GUARANTEE

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

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

DO YOU have Japanese knotweed at your property or site?

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

CONTACT US **0333 241 4413**

info@knotweed.co.uk

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

Trustpilot

PCA Property Care Association · TRUSTMARK Government Endorsed Quality · SafeContractor · CHAS Accredited Contractor CHAS.co.uk · Constructionline Gold Member · Acclaim Accreditation · RISQS Verified · Achilles UVDB Qualified

www.japaneseknotweed.co.uk

5.5.7 BEST WORKING PRACTICES and CODE OF PRACTICE

PCA'S 'CODE OF PRACTICE FOR THE MANAGEMENT OF JAPANESE KNOTWEED [APRIL 2018]'

Japanese Knotweed Ltd is stringent in ensuring we always work in accordance to the Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [April 2018]'.

BASIS APPROVED HERBICIDES

Japanese Knotweed Ltd ensure that we are always using BASIS (Rigby Taylor used as regular advisor) approved herbicides for application in the treatment of Japanese knotweed.

5.5.8 WORKING IN ACCORDANCE TO CURRENT LEGISLATION

THE WILDLIFE AND COUNTRYSIDE ACT 1981

Japanese knotweed Ltd advise our clients and help them ensure they do not contravene The Wildlife and Countryside Act 1981 / Wildlife (Northern Ireland) Order 1985 controls the spread of Japanese knotweed into wild habitats. Part I (WILDLIFE – Miscellaneous), Section 14, Clause 2. All our works are carried out in accordance to the withdrawn Environment Agency's 'The Knotweed Code of Practice' and other Codes of Practice to ensure that we do not contravene this legislation in our activities.

ENVIRONMENTAL PROTECTION ACT 1981

Japanese Knotweed Ltd handle and dispose of Controlled Waste (also 'Contaminated Non-Hazardous' and 'Hazardous') waste in accordance to the Environmental Protection Act 1990

ENVIRONMENTAL PROTECTION (DUTY OF CARE) REGULATIONS 1991

Japanese Knotweed Ltd handle and dispose of Controlled Waste (also 'Contaminated Non-Hazardous' and 'Hazardous') waste in accordance to the Duty of Care Regulations 1991.

ANTI-SOCIAL BEHAVIOUR, CRIME AND POLICING ACT 2014

Guidance (Home Office 2014) has recently been released by the Home Office providing information on the reformed Anti-social Behaviour, Crime and Policing Act 2014. The guidance note provides information on how best to proceed if a neighbour is unwilling to control Japanese Knotweed (or other invasive species) on their property, i.e. they will not treat it with herbicide or remove it by excavation. The updated legislation means that if a neighbour 'fails to act' regarding controlling, or preventing the growth of Japanese knotweed (or other plants that are capable of causing serious problems to communities), then a Community Protection Notice can be issued requiring action to be taken. Breach of any requirement of a Community Protection Notice, without reasonable excuse, would be a criminal offence, subject to a fixed penalty notice (which attracts a penalty of £100) or prosecution. On summary conviction, an individual would be liable to a level 4 fine (£2,500). An organisation, such as a company, is liable to a fine not exceeding £20,000.

5.5.9 OUR INSURANCE

EMPLOYERS LIABILITY INSURANCE

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

PUBLIC AND PRODUCT LIABILITY INSURANCE

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

PROFESSIONAL INDEMNITY INSURANCE

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

HIRE IN PLANT

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

5.6 APPENDIX 6 - HEALTH and SAFETY

POLICY

All Japanese Knotweed Ltd staff are provided with the full Company Health and Safety Policy on joining the company. This is re-issued if amendments are made.

CSCS

Our operational staff are 100% CSCS qualified. All staff who operate machine also have CPCS qualification. Our site supervisors are SSSTS qualified.

RISK ASSESSMENTS and METHOD STATEMENT

Japanese Knotweed Ltd will produce a Risk Assessment following an assessment of the risks involved in carrying out the work.

A Japanese Knotweed Ltd Method Statement and Risk Assessment (MS/RA) document will include emergency procedures and the location of all emergency medical equipment.

The operative will fully review the MS/RA document before works and carry a copy on their persons during operations. If more than operative is on-site or other contractors are involved in the work the Lead Foreman (or appropriate appointed persons) will hold a tool box talk with all persons to ensure the MS/RA document is discussed and understood prior to commencement of works.

SITE PROCEDURES

Japanese Knotweed Ltd staff will be safety inducted. Safety induction training may be given by the client.

All operations will comply with the Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [April 2018]' as well as the following legislation (where appropriate):

- Wildlife and Countryside Act (as amended) 1981
- Environmental Protection Act (as amended) 1990
- Environmental Protection (Duty of Care) Regulations 1991
- Food and Environment Protection Act (FEPA) Part III 1985
- Control of Pesticides Regulations (as amended) 1986
- Plant Protection Products Regulations 2005
- Plant Protection Products (Basic Conditions) Regulations 1997
- Health and Safety at Work Act 1974
- Control of Substances Hazardous to Health Regulations (COSHH) 2002
- Personal Protective Equipment at Work Regulations 1992
- Manual Handling Operations Regulations 1992
- Construction (Design and Management) Regulations 2007
- Provision and use of Work Equipment Regulations (PUWER) 1998

Welfare arrangements / First Aid will be provided by site personnel.

5.7 APPENDIX 7 - REFERENCES

Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178' (Nov 2016)

Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [April 2018]'

RICS (2012) Japanese knotweed and residential property. RICS Information Paper IP 27/2012. RICS.

Home Office (2014) Reform of anti-social behaviour powers Japanese knotweed and other invasive non-native plants. Home Office.

Environment Agency and Cornwall County Council (2001) Japanese knotweed. Guidance for householders and landowners. Cornwall County Council.

Child, L.E. and Wade, P.M. (2000) The Japanese Knotweed Manual. Packard Publishing Limited, Chichester. ISBN 1 85341 127 2.

Welsh Development Agency (1998) The control of Japanese knotweed in construction and landscape contracts: Model specification. Former Welsh Development Agency, now part of the Welsh Assembly Government.