

JAPANESE KNOTWEED

Japanese Knotweed Ltd

has helped thousands of customers resolve the problem of knotweed.



Knotweed Management Plans for:

- RESIDENTIAL PROPERTY
- CONVEYANCE (HOUSE SALES)
- MORTGAGES
- HOUSING ASSOCIATIONS
- COMMERCIAL PROPERTY
- COUNCILS
- CONSTRUCTION
- DEVELOPERS

KNOTWEED MANAGEMENT PLAN

HERBICIDE TREATMENT GUARANTEE

REFERENCE

7833 (JKD 33499)

CLIENT

Highland Court Woodford Ltd

SITE ADDRESS

Highland Court, 87 Gordon Road, South Woodford, London, E18 1RE

0333 241 4413

www.japaneseknotweed.co.uk



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KNOTWEED MANAGEMENT PLAN

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

A 10 Year Knotweed Management Plan (KMP) is ideal for buyers and sellers, as well as homeowners. It provides a long term professionally delivered herbicide treatment programme that is accepted by most lenders. 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 to the PCA Knotweed Code of Practice.

10 YEAR KMP - THE ALL INCLUSIVE SOLUTION

Specialist Japanese Knotweed Survey, Report and Site Plan

Herbicide Treatment Visits

Includes Treatment for the first 3 years of the Programme of any High Risk Knotweed in Neighbouring Properties (knotweed in neighbouring property within 2m of your property boundary)

Cutting and Removal of the Brown Stems in Winter

Monitoring Visits (inspections for regrowth)

Guarantee Period (commences following the final scheduled monitoring visit)

Insurance for the Guarantee

COST: £1,750.00 plus VAT, plus Insurance Premium of £50.40

PAID IN FULL

OPTION 1

If you require your validated KMP to satisfy a mortgage lender, we will require payment in full to release documentation. Once payment has been received, we will also make the application for the insurance. You will receive your confirmation directly from the insurance company, GPI.

YOUR **KNOTWEED MANAGEMENT PLAN** INCLUDES:

SPECIALIST JAPANESE KNOTWEED SURVEY

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

The site survey was undertaken by Japanese Knotweed Ltd on **13 July 2019**.

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

- 1 Location** The knotweed is located in the **Rear garden**.
- 2 Affected Area** The **onsite** visible knotweed area measures **8** square metres. Associated with this will be a no disturbance area.
- 3 Access to the Knotweed** At the time of the survey, there was adequate access to all of the onsite knotweed areas.
- 4 Damage to Property and Walls** There **were no** visible signs of structural damage to the property/ outbuildings or garden walls.
- 5 Damage to Drains and Services** There **were no** visible signs of damage to the drains or services caused by Japanese Knotweed.
- 6 Damage to Patios, Paths and Driveways** There **were no** visible signs of damage to patios, pathways or driveways caused by Japanese knotweed.
- 7 Adjacent Land/Property** We have identified knotweed growing within the neighbouring property. It was measured as being within 7m of the habitable space of the subject property and therefore poses a risk.
- 8 Watercourse** There is no watercourse within 5 metres of the knotweed.

RICS - JAPANESE KNOTWEED RISK CATEGORY

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

RICS RISK TABLE

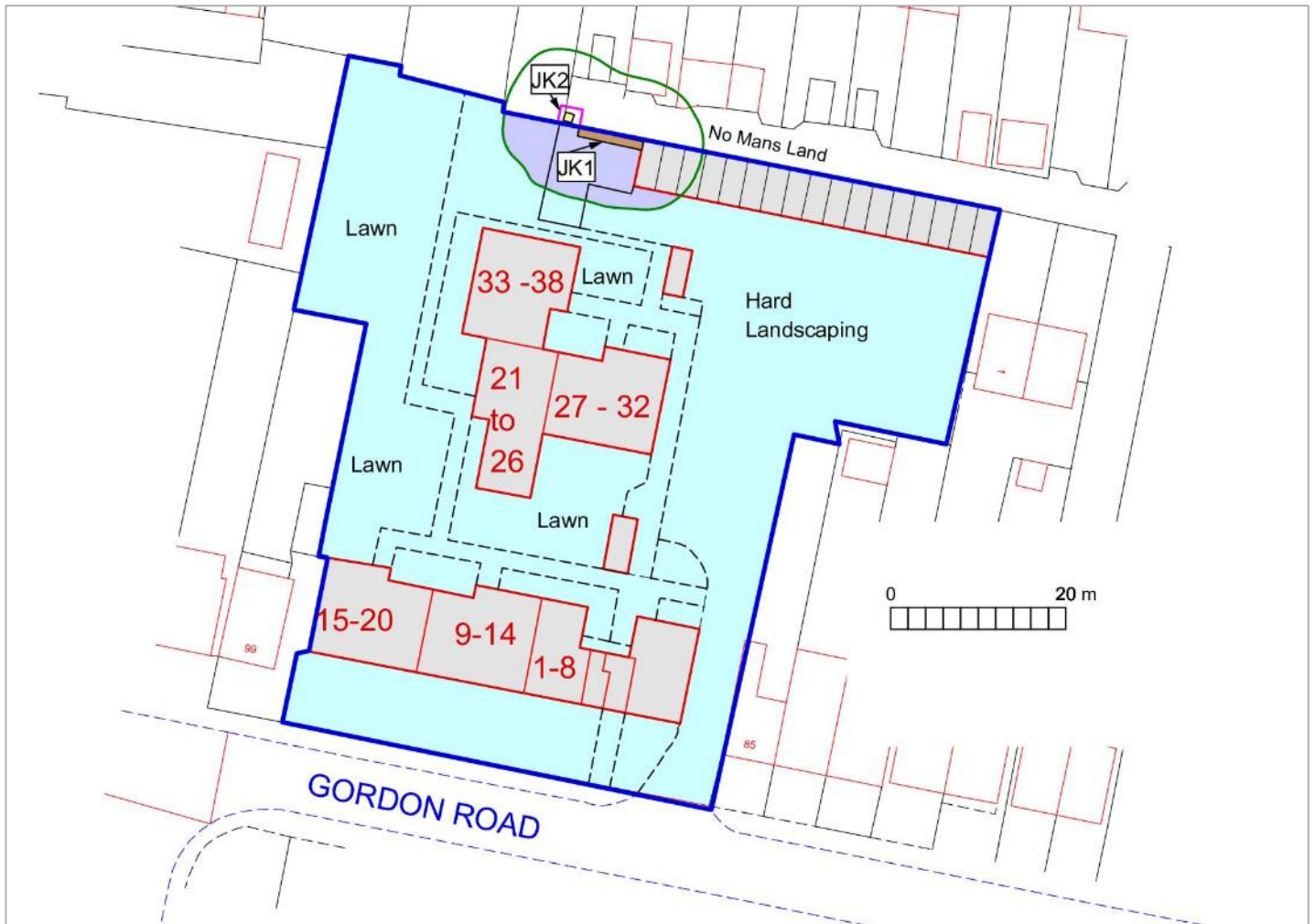
Category	Description
4	Japanese knotweed is within 7 metres of a habitable space, conservatory and/or garage, either within the boundaries of this property or in a neighbouring property or space; and/or Japanese Knotweed is causing serious damage to outbuildings, associated structures, drains, paths,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

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

THE RICS RISK CATEGORY FOR THE
SUBJECT PROPERTY IS:

4

SITE PLAN SHOWING KNOTWEED DISTRIBUTION AND RISK ZONES



KEY			
	Subject Property and the Boundary		7m Risk Zone
	Visible Knotweed (Subject Property)		7m Risk Treatment Zone
	Visible Knotweed (Neighbouring Property)		2m Neighbouring Treatment Areas

IMPORTANT NOTES

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

KNOTWEED IN SUBJECT PROPERTY

The subject property contains apartment blocks and is situated off Gordon Rd. The front garden is fully soft landscaped. Access to the rear carpark and gardens is either via a hard landscaped driveway between the subject property and 87 Gordon Road or via the pedestrian gate at the front of the property. The rear area has a large, hard landscaped car park along the right hand side boundary with 87 Gordon Road which extends behind the rear of the rear garden of Gordon Road. Along the far boundary of the car park there is a row of garages. Around the flats there is large expanses of soft landscape with hard landscaped paths leading to each of the buildings and to the two bin sheds. Behind block 33-38 there is a gravel area with washing lines.

Image 1: Subject Property



Image 2: Front Elevation



Image 3: Subject Property



Image 4: Subject Property



Image 5: Subject Property



Image 6: Subject Property



Image 7: Subject Property



Image 8: Subject Property



Image 9: Subject Property



Image 10: Vehicular Entrance



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

Japanese knotweed area (JK1):

This is an area of approximately 7.5m² and is growing within the boundaries of the subject property, approximately 11.5m away from the apartments and 0m from the garages. This is located within the soft landscape and gravel area of the rear garden of the subject property. The knotweed is along the rear boundary behind block 33-38 and alongside the garages. There is mature growth present.

Image 11: JK1



Image 12: JK1



Image 13: JK1



Image 14: JK1



IMPORTANT NOTES

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

KNOTWEED IN ADJACENT PROPERTIES

Japanese knotweed area (JK2):

This area is within the soft landscape of the 'no mans land' area behind the rear boundary of the subject property, alongside JK1.

Image 15: JK2



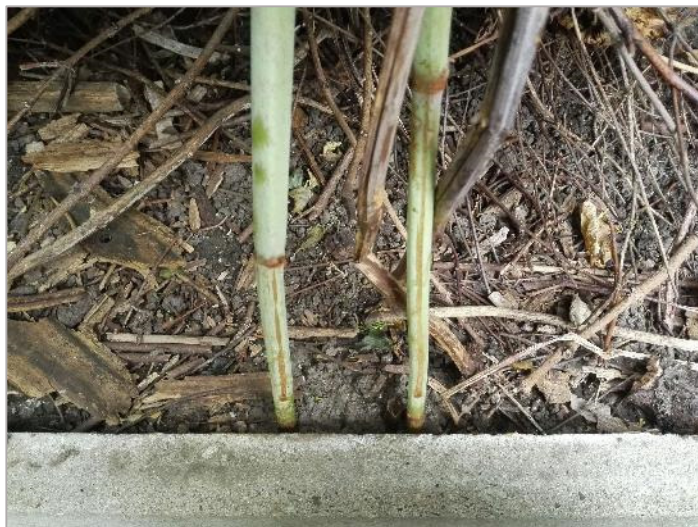
Image 16: JK2



Image 17: JK2



Image 18: JK2



HERBICIDE TREATMENT AND MONITORING

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

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

SCHEDULE OF WORKS

Year	Typical Schedule of Visits	
2019	Jul	Survey
2019	Aug to Nov	Inspection / Chemical Treatment
	Jan to Apr	Visit to cut brown winter stems and clear away stems and litter.
2020	May to Aug	Inspection / Chemical Treatment
	Aug to Nov	Inspection / Chemical Treatment
2021	Jan to Apr	Visit to cut brown winter stems and clear away stems and litter.
	May to Nov	Inspection / Chemical Treatment
2022	May to Nov	Inspection / Chemical Treatment
2023	May to Nov	Visit to monitor and treat any knotweed re-growth
2024	May to Jul	Visit to monitor and treat any knotweed re-growth

BRUSH CUT



SPRAY



STEM INJECTION



IMPORTANT POINTS

HERBICIDE TREATMENTS

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

THE AFFECTED AREA

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

KNOTWEED IN LAWNS, SHRUB BORDERS OR SHINGLE

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

LANDSCAPING OR BUILDING WORKS

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

BROWN WINTER STEMS

The aerial stems of knotweed turn brown in the winter. These stems will be cut down in the first and or second winter of the programme and removed from site, if this visit is deemed necessary. The stems will be placed in special labelled waste bags and will be collected from your property as soon as possible but no later than the end of the dead winter stem cutting season (end April).

KNOTWEED ON ADJACENT LAND/PROPERTY

Subject to access permission, we can treat the knotweed in a neighbouring property for 3 years. This will be for the area of knotweed within the neighbouring properties limited to the area included within the 2m neighbouring treatment area (defined by the pink line as shown on the drawing); 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 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.

COMPANY GUARANTEE

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

SCHEDULE

Year	Schedule of Visits	
2024	Sept	Guarantee Period Commences
2024 - 2026	May to Nov	Call us if you Suspect Re-growth or Email us a Picture
2027	May to Nov	Guarantee Visit to monitor and treat any knotweed re-growth
2028	May to Nov	Final Visit, Final Report and Recommendations for Extended Guarantee
2029	Aug	End of Guarantee

BRIEF TERMS OF GUARANTEE

1. Japanese Knotweed Ltd guarantees that in the event of the person entitled to the benefit of the guarantee notifying the Company in writing (email) at any time during the guarantee period of any continuance or recurrence of knotweed within the subject property the Company, upon production of the documents listed below will arrange for the land to be inspected at a mutually convenient time and provided that the continuance or recurrence at issue is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.
 - Survey Report including the plan drawing
 - Knotweed Management Plan (KMP)
 - Completion certificate
 - Receipted invoices
 - Guarantee certificate
2. There is a charge of £100.00 plus VAT for the inspection which will be refunded if there is knotweed growth confirmed within the original treatment area. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further herbicide treatments as shall to the Company appear to be necessary to control the invasive weed.
3. This guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
 - a. where the person entitled to the benefit of this guarantee does not give written notice of the claim under this guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;

- b. where all works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.
- c. where the land and property has not been kept in a good and proper state, including the prevention of tipping, thereby precluding the early detection of growth by invasive weeds;
- d. where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance and/or the exclusion of plant materials from areas adjacent to the treatment area;
- e. **if during the treatment period the affected area of ground is changed in any way i.e. it is landscaped, the land is materially disturbed or a weed suppressing membrane is laid, it could encourage or prevent Japanese knotweed from growing or prevent it from being properly treated. The guarantee may become void/invalid if the above works are not carried out properly. We should be contacted prior to you proceeding with any such work and can advise you further.**
- f. where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.
- g. where knotweed has been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled growth from adjacent land.

IMPORTANT NOTES

- Guarantees for Flats and Apartments:

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

- 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.

INSURANCE FOR THE GUARANTEE - KNOTWEED EXPRESS

As members of the **Property Care Association (PCA)**, we can provide insurance for the guarantee.

The insurance is specifically designed to cover the guarantee period and is valid once the guarantee commences after 2 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 from **Guarantee Protection Insurance Ltd (GPI)**. GPI is an authorised and regulated UK insurer and are registered in England as a Limited Company, with the registration number 03326800. GPI underwrites insurance backed guarantees (IBG's) for many different types and areas of industry.

The standard GPI Premium is £50.40. The insurance premium is made up of £45.00 Premium plus Insurance Premium Tax (IPT) of £5.40. Insurance premium is exempt of VAT.

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

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

IMPORTANT NOTES

- The insurance will be invalid if you are unable to arrange access (return a signed neighbouring access agreement) for us to treat identified high risk knotweed (which we have allowed the treatment for) in neighbouring property.
- 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. As such, this should be taken into account from a risk perspective and GPI 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 of £15 may be charged to the new Policy Holder.

SUPPLEMENTARY INFO

KNOTWEED AND THE LAW

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

ENCROACHMENT

If Japanese knotweed, including 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 giving right to a claim, if it be proved that knotweed has encroached (with a before and after record) the Anti-social Behaviour, Crime and Policing Act 2014 may also be used to enforce control of knotweed. A notice can be served via the council or the police on those failing to control Japanese knotweed, which can result in fines for the individual or business if the issues are not resolved.

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 duty of care to record any knotweed in the property and in the immediate vicinity. A surveyor could be liable if he has breached his duty of care by failing to spot or note the knotweed.

Similarly, a solicitor owes you a duty of care when buying a property to ensure that the seller has completed a Law Society Property Information TA6 Form (seller's questionnaire). A solicitor could be liable if he has breached his duty of failing to get a TA6 form completed.

LEGAL HELP

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

ABOUT US

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

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

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

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

TRUSTPILOT

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

Here's what our customers are saying...

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

“We were under pressure to get a survey for mortgage purposes very late on in the process and could not fault the team's response in both booking in a survey and getting a report to us in 48 hours.” - Kirsty Knowles

“I was very impressed with the speed of the reply for identification of Japanese knotweed. I would highly recommend this company. Thank you.” - Susan Brewer

People think we are excellent



 **Trustpilot**

OUR AFFILIATIONS AND ACCREDITATIONS



PROPERTY CARE ASSOCIATION (PCA) INVASIVE WEED CONTROL GROUP

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



TRUSTMARK

TrustMark is the only Government endorsed scheme for trades in and around the home. They 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.

TERMS AND CONDITIONS

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

- Do not break the law. If you cause Japanese knotweed to spread you could be guilty of an offence under the Wildlife and Countryside Act 1981.
13. CONTAMINATED LAND: The treatment programme will not remove the rhizome system and if the ground within the treatment area is dug up the rhizomes could re-grow. The Environment Agency state that any waste/soil taken from ground containing knotweed (dead or alive), even after a specialist has provided a successful herbicide treatment programme, should be classified as controlled waste if removed from the site.
 14. 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.
 15. 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.
 16. ERADICATION OF KNOTWEED: In some cases, it is possible that the very deep-rooted Japanese knotweed rhizomes remain in a viable state, and may do so for up to twenty years or so. These rhizomes could potentially re-grow, especially if they are disturbed. In the unlikely event that re-growth or indeed new infestations of knotweed do occur at some time after the end of the guarantee period we will not be held responsible as we do not consider it to be deemed a failing of our work and therefore will not accept liability for any cost incurred for any future treatment of Japanese knotweed on the site. The spraying programme is unlikely to remove the viability from 100% of the underground rhizome system and this is an important note (especially for developers) because the Environment Agency state that any ground containing knotweed (dead or alive) even after a specialist has been providing a herbicide treatment programme should be classified as controlled waste if removed from site.
 17. LIMITATIONS OF SURVEY: The survey is a visual inspection of the site only and we are unlikely to discover knotweed if the stems and crowns have been removed. We do not undertake exploratory excavations during our survey so there is a possibility that some underground roots and rhizomes may exist and not be discovered. The knotweed may also be suppressed or concealed because of mowing/cutting of grass or paving, landscape fabric, ornamental gravel, bark mulch etc. During the winter, knotweed goes into temporary dormancy and the aerial growth turns brown and brittle. On larger, more mature stands, the canes remain in place and provide a clear visual marker of the plant's location. However younger or smaller canes may break off and get cleared/blown away, leaving no indication of knotweed whatsoever. If the survey is undertaken during the winter months, it is more possible that we may not discover the presence of knotweed even though it exists.

GUARANTEE CERTIFICATE

Client: **Highland Court Woodford Ltd**

Property: **Highland Court, 87 Gordon Road, South Woodford, London, E18 1RE**

Contract No: **7833**

Treatment Start Date: **September 2019**

Treatment and Monitoring Period Ending: On or after **31 August 2024**

Guarantee Valid from: On or after **01 September 2024**

Guarantee Period Ending: **31 August 2029**

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 September 2024** and ending **31 August 2029**:

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

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

- 2 If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.
- 3 This Guarantee does not cover any loss (including consequential loss see 9 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
- 4 This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
 - a. where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;

- b. where all Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.
 - c. where the Client failed to pay the full price, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due;
 - d. where the land and property has not been kept in a good and proper state, including the prevention of tipping, thereby precluding the early detection of growth by invasive weeds;
 - e. where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance and/or the exclusion of plant materials from areas adjacent to the treatment area;
 - f. where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.
 - g. where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.
- 5 This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.
- 6 In the event of disposal of the property, being the subject of this Guarantee, this Guarantee shall be assignable by the Client above named, to the new owner in which case the provisions hereof set out at 1-5 above shall apply in respect of that new owners as if the name of that new owner were substituted for any reference to the client PROVIDED THAT

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

- a. given written notice of the change to the Company;
 - b. paid the Company's then current transfer fee; and
- permitted the Company's surveyor to inspect the property (so as to discover any defects as might prejudice the works carried out by the Company) if the Company in its absolute discretion so require.
- 7 For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
- 8 The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.

- 9 For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property, it shall no longer be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and / or obligations under this Guarantee.
- 10 All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;
- 11 In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following ORIGINAL documents must be produced by you:
- a. Report(s), estimate and any drawings or plans relating to it
 - b. Receipted invoice or proof of payment
 - c. This guarantee certificate

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

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



Signature

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

Tel: 0333 2414 413

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

KNOTWEED **EXPRESS**

*Insurance Backed Guarantee
cover for your Japanese
Knotweed eradication
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 eradication, are also a member of their 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 Guarantee Protection Insurance Ltd (GPI), to safeguard your written guarantee. By obtaining a Knotweed Express IBG through your chosen contractor you will be protected in the future if re-growth 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.



WHAT IS GPI'S KNOTWEED EXPRESS IBG?

The general principle of our Knotweed Express IBG 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.

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 IBG from GPI, you would make a claim to GPI. 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 re-inspection of the property would be organised by GPI and this would be carried out by an alternative PCA member contractor. There is a re-inspection 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 contractors' written guarantee, GPI will meet the reasonable costs of the re-treatment works that are required.

GPI's Knotweed Express Insurance Backed Guarantee meets the demands and needs of those who have had invasive weed eradication work carried out by a PCA registered contractor and require insurance protection in the event that the original contractor has ceased trading and is unable to honour the terms of their written guarantee.

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

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, insurance which supports this guarantee.

For full details of the cover provided by GPI's Knotweed Express IBG, as well as details of any significant or unusual exclusions or limitations of the cover, please see a copy of our Policy Summary, which is available on our website:

[www.gp-insurance.co.uk/
pca-insured-guarantees.php](http://www.gp-insurance.co.uk/pca-insured-guarantees.php)

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 policy or provide you with a quotation for a GPI Knotweed Express Insurance Backed Guarantee.

GPI 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 IBG, 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 GPI 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

GPI Knotweed Express IBG VS Contractors stand-alone management plan and guarantee

Insurance Protection covering the eradication of Japanese Knotweed and associated invasive species.

GPI 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.



> Who are GPI?

GPI is a UK based general insurer, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. With many years' experience, GPI specialises in the provision of IBG's.

> Contact Us

If you have any queries about the cover provided by our Knotweed Express Insurance Backed Guarantee product (your contractor is not able to discuss the cover with you as they are not a regulated firm, however GPI are happy to answer any enquiries that you may have), please address them direct to GPI by:



telephoning during office hours:
01292 268020

sending us an e-mail at:
info@gp-insurance.co.uk

or visiting our website:
www.gp-insurance.co.uk

THE PROPERTY CARE ASSOCIATION



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

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

Japanese Knotweed Ltd is a long-standing 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 have to maintain high standards, and are audited regularly to ensure standards are being maintained. This gives consumers confidence that PCA members are robust and reliable companies to provide them with property care services.

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



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

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

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

JAPANESE KNOTWEED™ TO BE IGNORED

LONDON

Room 5, Television House
269 Field End Road
Eastcote
Middlesex
HA4 9XA

SOUTHAMPTON

Unit 7 Belbins Business Park
Cupernham Lane
Romsey
Hampshire
SO51 7JF

MANCHESTER

Ivy Business Centre
Crown Street
Failsworth
Manchester
M35 9BG

GLASGOW

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

0333 241 4413

contact@knotweed.co.uk

www.japaneseknotweed.co.uk