



Knotweed Survey & Management Plan

REF: 123818

Property Address: The Junction, Greenhill Road, Middleton,
M24 2BB

Client Name: J Walker Homes Ltd

Surveyed By & Date: Eddie Renham 28/07/2023

Report By & Date: Sam Clarke 02/08/2023

Updated : 25/11/2024

Approved By: Adam Brindle CSJK

By Japanese Knotweed Specialists



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Legal information

This report has been prepared by Japanese Knotweed Specialists for the sole benefit of the client.

This report is intended for the use by the client and may not be used or relied upon by any other person.

This report should not be used by the client or any other party in relation to any other matters not covered specifically by the scope of the report.

If this report does not contain a signature in the Document Control window, then this is an uncontrolled electronic copy and should not be relied upon by the client or any other recipient, as Japanese Knotweed Specialists cannot give assurances on the source or content of the document.

Japanese Knotweed Specialists has used all reasonable skill, care and diligence in the preparation of this report. During the site survey a visual inspection of the above ground condition of the site has been undertaken with no intrusive works undertaken.

Japanese Knotweed Specialists is reliant on the integrity of the client to provide information on any known or suspected invasive species on or adjacent to the property where the survey or quotation took place.

This report is valid for the date the quotation or survey is undertaken. No individual is personally liable in connection with the preparation of this report. By receiving this report and acting on it, the client is agreeing to our terms.



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RICS Risk Assessment

The table below was compiled by the **Royal Institute of Chartered Surveyors (RICS)** to assess the level of risk to home-owners, purchasers or lenders by Japanese knotweed.

Japanese Knotweed Specialists feel it is important to use a two-stage grading system as the distance of spread is an important factor with Japanese Knotweed

2022 RICS Table

Category	Description
A	Action Significant impact. Seek advice from remediation specialist on appropriate action. Recommend mortgage retention pending specialist report.
B	Action Potentially significant risk, action required. Seek advice from remediation specialist on appropriate action. Recommend mortgage retention pending specialist report.
C	Manage Low impact. No action and no mortgage retention required for lending purposes.
D	Report Limited impact. No action and no mortgage retention required for lending purposes except in exceptional circumstances.

(RICS IP 01/2022; Page 22 Table 1: Japanese Knotweed Management Category Assessment)

The RICS Category for the subject	N/A
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2012 RICS 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 Category for the subject	N/A
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Your Knotweed Management Plan Options

Option – Excavation and Removal to Landfill

This option is for the removal of onsite Japanese Knotweed to prepare the site for development of 24 new dwellings. We have recommended that we provide a watching brief to others conducting demolition works to buildings close to the Japanese Knotweed areas. We would also recommend a watching brief for the removal of trees within the Japanese Knotweed areas. The quotation allows for the removal of Japanese Knotweed to a fully licensed landfill.

Summary of work

- 1] JKW, Watching Brief, to act as a watching brief to the main contractor
During the watching brief, JKW will monitor the Demolition works affected by the Knotweed and groundworks by the construction team excavating in the controlled waste areas. Our experienced supervisors will work closely with the demolition and groundworks contractor to ensure that the site progress is maintained and that any material identified is removed to the on-site containment area to the rear of Plots 13 and 14. This area to be fenced off and gated for future inspection and treatment.
- 2] JKW to excavate and disposal at licensed landfill. Excavation of Japanese Knotweed to the depth of the deepest rhizome as uncovered, exposed as works proceed in the areas identified in the report. Removal of the excavated materials to the licensed landfill via the licensed waste carrier. All transfer tickets recorded for the site as Built information and Local Authority records.
- 3] Install vertical Geotextile membrane barriers to those areas identified within the report, including the on site containment area behind Plots 13 and 14.
- 4] Carryout 2 Years Monitoring of the site, followed by a 10 year insurance guarantee.



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Site photos



Site address



Access to the site



Access to the site



Telegraph pole



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



Access road



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JKW02 location is between outbuildings and fence line.



JKW02



JKW02 between building and fence line



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



No visible signs of JKW growth in this area at the time of visit



Secondary access route



Possible waste management area



Access



Access to the rear



No visible signs of JKW growth in this area at the time of visit



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No visible signs of JKW growth in this area at the time of visit



JKW growth noted off site



JKW03



JKW02



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JKW05



JKW06



JKW06



JKW04



JKW04



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JKW02



Cable in JKW02 area



Cable in JKW02 area



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Surveyed Site Address	Date & Time	Surveyor
The Junction, Greenhill Road, Middleton, M24 2BB	28/07/2023; 10:00am	Eddie Renham

Subject Property Type
Development Site
Access arrangements
Contact Client
Are there plans to develop the subject property, including any landscaping in the near future?
Yes – Plan for 24 new dwellings
Was there evidence of Japanese Knotweed (JKW) during the site visit?
Yes
Was there evidence of any other Invasive Weeds during the site visit?
No
Name(s) of (other) Invasive Weeds present during the visit
Not Applicable
Location of JKW or invasive weed
Other (Please specify)
Location: Other Details
Locations around the proposed development site. Please refer to site map
Number of properties the infestation is present in
Two
Name or house number of affected properties
Subject Development site
Number of separate infestations
7



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Each area of the infestation(s) in m²

JKW01 (Onsite) 112m², JKW02 (Onsite) 90m², JKW03 (Onsite) 25m², JKW04 (Onsite) 250m², JKW05 (Onsite) 90m², JKW06 (Onsite) 27m² (Offsite) 3m², JKW07 (Offsite) Unknown area.

Total infestation area (at the subject property) in m²

594

Stem height (m)

3-3.5m

Stem width (mm)

21-30mm

Does the Japanese Knotweed appear to have undergone any previous treatment?

No

If Yes, please specify:

Infestations to be included in this treatment plan (e.g., subject/neighbouring)

Subject Property Only

Distance between the infestation and the habitable space of the subject property

N/A

Is there visible material damage?

No

Is there a loss in use of amenity space?

Yes

Is the infestation within 6m of a water course?

No

If within 6m of a water course, which type?

Not Applicable

Is EA/SEPA/NR approval required prior to treatment?

Not applicable

2022 RICS risk category for subject property

Not Applicable

2012 RICS risk category for subject property

Not Applicable



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Recommended treatment strategy

Excavation and removal from site including installation of vertical membranes where they are required. Due to the nature of the existing filled ground and historical use as a railway line. It has been agreed that the area of land to the rear of Plots 13 and 14, outside of what will be the rear gardens. This will be cleared as part of the dig and dump strategy and lined to the vertical faces. This area is to be used for future disposal of any rhizomes identified uncovered when the remodeling is carried out under a watching brief by JKW from JKW02 to 05 to form the required ground levels to suit the existing gas main crossing the site. This area will subsequently be inspected and treated as part of the 2-year Monitoring. Any materials identified over and above the storage will be removed from site to the licensed waste centre.

Type of guarantee available

10 Year PCA Approved Guarantee

Does the site require an initial vegetation clearance?

No

Does the infestation(s) need to be fenced off?

No

If required, how many metres of fencing is needed?

Not applicable

If fencing is required, what type of fencing will be used?

Not Applicable

Are site signs required & if so, how many?

None

Additional access details e.g. Parking arrangements

Parking onsite

Additional contact details

Additional site/treatment notes

JKW01-JKW05 are all located onsite within the proposed development area. These area all located close to an onsite fence line which will have to be removed prior to any works taking place. Some of these locations are also close to current outbuildings that will also have to be removed prior to excavation works. Trees within JKW01 area will need to also be removed prior to our works, all under our watching brief (expert supervision). JKW06 is located along the boundary and there is also growth within neighbouring land in this location. JKW07 is growing off-site but close to the boundary. We would recommend a vertical root barrier be installed in this area to avoid any future encroachment into the development site.



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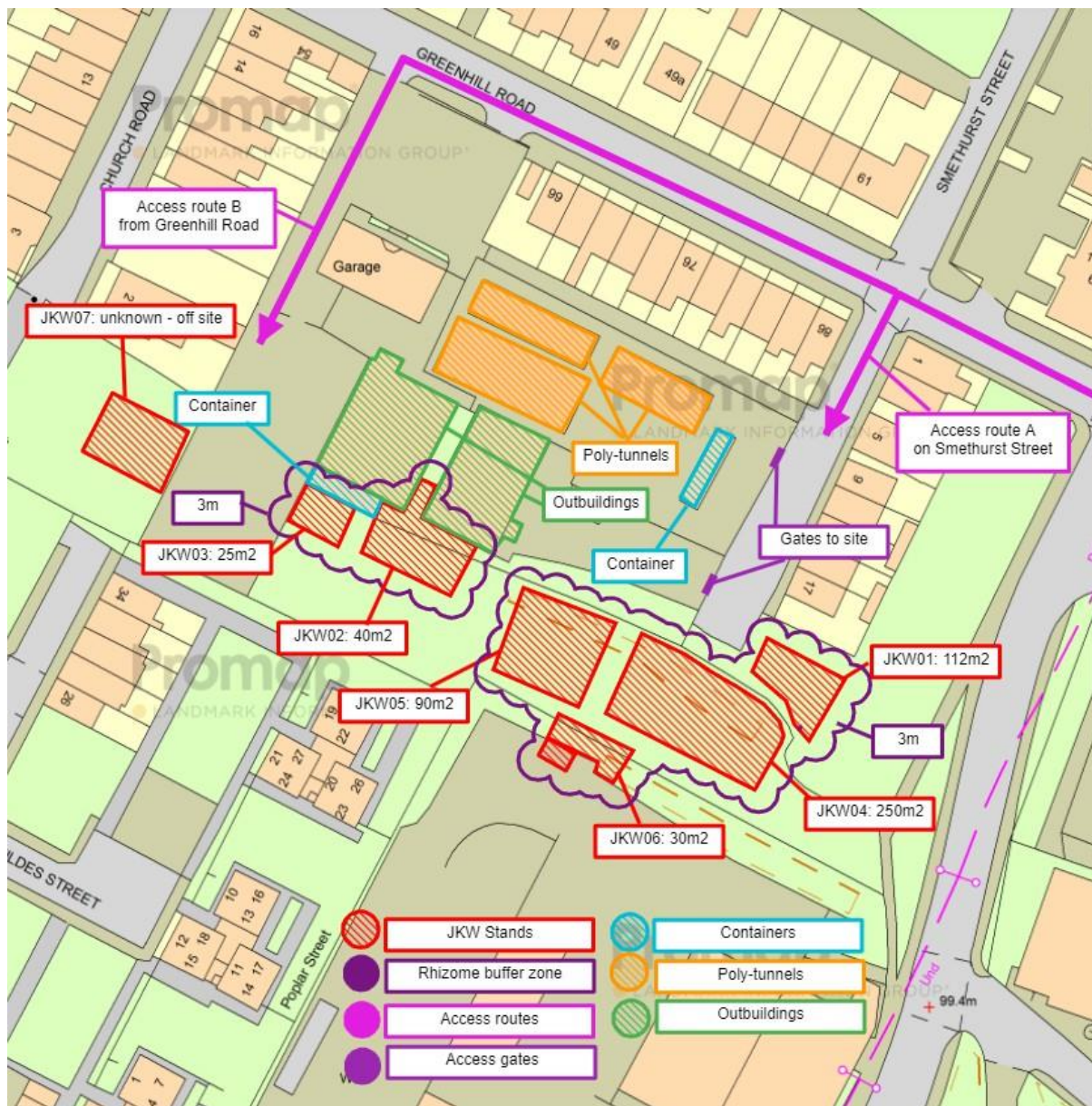


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Site Map



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Report limitations

All Quotations and Surveys are subject to the conditions on site at the time of the visit. This report has been prepared with due care and attention, in accordance with industry best practice and guidance. The conclusions presented in this report, represent the Japanese Knotweed Specialists best professional judgement based upon the information available and conditions existing as of the date of this report.

Site surveys are non-intrusive and rely on the visual identification of above ground growth; no excavations were undertaken at the time of survey to establish the extent of below ground JK rhizomes or allow sampling of underlying soils.

There is a possibility that some underground roots and rhizomes may exist and not be discovered. It is unlikely that we will discover knotweed if the stems and crowns have been removed or if it has been concealed or suppressed by the mowing or cutting of grass, paving, landscape fabric, ornamental gravel, bark mulch etc.

During the winter, knotweed goes into temporary dormancy and the above ground plant material 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 knotweed growth is dormant, or 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. We will not be able to survey Parts of the site that are inaccessible, unless they can be viewed from other areas.



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Important notes

Our quotations are for the required control and successful treatment of Japanese Knotweed at The Junction, Greenhill Road, Middleton, M24 2B. We have provided you with 1 option;

1. Instant dig out and removal

Japanese Knotweed Excavation Notes:

This quotation is for the excavation and removal of materials containing Japanese Knotweed from the areas as dictated in the provided Survey Map.

Our quotation is for a fixed price for the removal of up to 895 m3

Our quote allows for excavating and removing the Knotweed contaminated ground to a depth of up to 1.5m.

Note: If we find lateral growth outside of the area stated on our survey map, and if we are asked to remove these areas, we will charge £135.00 + VAT per cubic metre over and above the 895m3 included in the above quoted price. This will be discussed and agreed with you during works.

Our quote does not include welfare provisions and we have assumed that you will allow access to your welfare facilities. If not, we can supply a cost for this if required.

All works including waste transfer and disposal will strictly adhere to the relevant legal practices and shall be supervised/overseen by a specialist operative complying with the Environment Agency's Code of Practice.

Please note that disposal rates maybe subject (all commercial site require this) to soil analysis to determine the waste classification and the cost per load will be confirmed prior to works been started.

Quotation does not include the backfilling or reinstatement of excavated areas. We can quote and carry out these services, so please ask.

Works shall be followed by a 2 -year program to monitor the remediated area and any sections of infestations left in-situ by the scope of the project in line with PCA guidelines.

Payment terms for this quotation are 60% deposit and 40% 14 days from completion.

Our works include a 10 Year Guarantee.



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Further Recommendations:

It is required that the infestation and its surrounding area is not cleared or disturbed prior to any mechanical works commencing onsite or for the duration of the remediation works period.

Such disturbance to the species can be a negative finish of the works, be highly detrimental to achieving a long-term solution and may void the provision of a guarantee.

This quotation is for the mechanical management of the infestation as outlined in the survey drawing and communications to this date. Should any sections on the infestation remain in-situ under this proposal then these areas will require further management and consideration.



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Important information - Disturbance

Herbicide applications alone can effectively work so the plant is unable to produce new growth (this is viewed as successful treatment), but are unlikely to remove 100% of the underground rhizome system. During and following treatment, the ground will still contain herbicide treated rhizome.

Under the Environmental Act 1990, Japanese Knotweed and material (soil) contaminated by Japanese Knotweed is classed as controlled waste (according to the Environmental Protection Act (Duty of Care) Regulations 1991), therefore it must be disposed of safely at a licensed landfill site.

Given the above, the ground should remain undisturbed within 7m of the Japanese Knotweed after successful treatment and during the Guarantee period to ensure that the Guarantee is not rendered null and void.

During this time, should you wish to make any changes to your garden, we advise they should only be aesthetical e.g. potted plants or laying gravel. You must not disturb or plant directly into the contaminated soil. If, during the Guarantee period, landscaping or development works are planned within 7m of the treatment area, then all works must be supervised by the Japanese Knotweed Specialists in order to ensure the terms of the Guarantee are observed. Please contact us to discuss the plans, so we can advise on the support required and provide you with a quotation.

Please do not cut, treat or dig any suspected Japanese Knotweed growth during the Guarantee period. If you suspect that you have re-growth, please contact us within 28 days to arrange a site inspection, where we will advise you of the necessary steps.

For further advice please contact us on 0800 122 33 26.



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Japanese knotweed & the law

JKW is predominantly covered by the following statutes and Torts:

Wildlife and Countryside Act 1981

- You could be liable to a fine of £5,000 and / or 6 months in prison or 2 years in prison and unlimited fines on indictment for allowing Japanese knotweed to escape into the wild.

Environmental Protection Act 1990

- Japanese Knotweed is a Controlled Waste.
- All means of handling (storage and transport) and disposal means must be licensed and controlled.

Private Nuisance

- Private nuisance is an act which is an interference with, disturbance of or annoyance to a person in the exercise or enjoyment of his ownership or occupation of land.
- It can be used against individuals (such as neighbours) who are acting unreasonably and persistently/ continually in a way that has a detrimental effect on the quality of life of those in the locality.
- It can be used to require someone to control or prevent the growth of Japanese Knotweed or other plants capable of causing serious problems to communities.
- On summary conviction, an individual would be liable to a level 4 fine. An organisation, such as a company, is liable to a fine up to £20,000.

Professional Negligence

- This is pertinent in instances where a professional, such as when a Property Surveyor, claims that Japanese Knotweed is or isn't present when the opposite is true.

Misrepresentation or Breach of Contract

- Incorrect completion of the TA6 form by the owner of the property, claiming that no knotweed is present, when in fact it is known that it can lead to a claim by a new owner.

JKWS works closely with specialist Japanese knotweed legal firms to assist clients in gaining compensation based on the above legal remedies. If any of the above are relevant to you, please contact us on 0800 122 33 26.



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Guarantee

Our treatment plan includes a 5-year Guarantee (herbicide) or a 10-year guarantee (excavation) for the subject property only.

Guarantees are subject to access and permission to treat being maintained to all properties impacted by Japanese Knotweed and included in this Treatment Plan, for the entire duration of the treatment and guarantee period. It is the clients' responsibility to maintain access and permissions.

Additional guarantees can be arranged for neighbouring properties subject to the property/owner having their own dedicated contracted treatment plan with The Japanese Knotweed Specialists.

The activation of any guarantee follows the PCA Code of Practice and its requirement of recording two growing seasons without evidence of JKW growth.

Our guarantees are applicable to the extent of the surveyed area or the extent of treatment area, unless explicitly advised otherwise.

The guarantee is applicable to one party (i.e. property owner) only. The guarantee may be assigned to another party upon the sale of the property, subject to proof of ownership and an administration fee.

Failure to tackle all identified areas of the infestation as outlined in our treatment plan, including that in neighbouring properties and which leave a route for the Knotweed to return to the remediated areas may invalidate the guarantee.

The Guarantee can be extended up to 35 years upon request and subject to an additional cost.

Insurance Backed Guarantees (IBG's) are available upon request and are subject to additional cost. The acceptance and provision of an Insurance Backed Guarantee is confirmed solely by the insurance provider on a case by case basis. IBG's are currently supplied by Guarantee Protection Insurance Ltd (GPI) and Peacocks with an FSA regulated underwriter.

The activation of any IBG follows the PCA Code of Practice and its requirement of recording two growing seasons without evidence of JKW growth. Additional IBG's can be arranged for neighbouring properties subject to the property/owner having their own dedicated monitoring & treatment plan and contract with us.

The insurance will provide you with an extra level of protection in the unlikely event that we cease to trade. If a defect covered by our original guarantee develops and we have ceased to trade, the insurance policy will pay out for another PCA IWCG contractor member to provide remedial works.



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Sample guarantee

MODEL Invasive Weed Guarantee (NO ASSIGNMENT)

Client:

Property:

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

Report No:

Report Date:.....

Date work completed:

Invoice No:

Japanese knotweed (*Fallopia japonica*) Other please specify:

TERMS OF GUARANTEE

1. *[INSERT COMPANY NAME]* 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 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 complained of 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.



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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 clearing 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. 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.
7. 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.
8. 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.

9. 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;
10. 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:
1. (a) Report(s), estimate and any drawings or plans relating to it
 2. (b) Receipted invoice or proof of payment
 3. (c) Certificate or letter of completion
 4. (d) This guarantee

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.

11. 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) [INSERT COMPANY NAME AND DETAILS AND ANY ITEMS OR AREAS EXCLUDED FROM THIS GUARANTEE]

Affiliations & accreditations



Specialist vetted contractors and consultants who can undertake invasive weed control services. Affiliation enables us to provide Insurance Backed Guarantees. Accreditation to this scheme demonstrates our professionalism in the industry of invasive weed management, treatment and removal.



SafeContractor 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.



The only Government endorsed quality standards scheme for trades that operate in and around the home. TrustMark Registered Businesses are thoroughly vetted, and can demonstrate considerable commitment to good customer service, technical competence and trading practices.



(The Contractors Health and Safety Assessment Scheme) is a pre-approval accreditation scheme that allows us to demonstrate to commercial and residential clients that we meet the required health and safety standards.



The leading trade association for UK landscape professionals. As BALI Registered members we have been vetted against the highest quality standards for our ability to carry out work in areas including hard and soft landscaping, grounds maintenance and invasive weed control.



A Government-run scheme, which collects, assesses and monitors standard company information. As a verified member we are listed for the construction industry to find on the largest pre-qualification database in the UK and the UK's leading procurement and supply chain management service.



Builder's Profile is the open-access Common Database service providing compliance and PQQ information to the construction industry. Their secure common database enables subcontractors and suppliers to easily maintain and share information.



The utility industry pre-qualification system used by the utilities sector in the UK to manage risk within the supply chain and comply with EU regulations. UVDB is used by many utility buyer organisations including National Grid, SSE and Thames Water to source potential suppliers.



SMAS Worksafe (short for Safety Management Advisory Services) is a nationally recognised Health & Safety accreditation which demonstrates our business' Health & Safety standards. It provides main contractors confidence when it comes to our competence.



AFI exists to promote safety, quality and professionalism throughout the UK fencing industry. AFI members include fencing contractors, manufacturers, stockists and installers, all of whom must comply with stringent entry criteria then adhere to our professional Code of Practice.



Our specialist works are covered by our Company Guarantee, but we are also able offer further peace of mind via third party insurance backed guarantee scheme provided by Guarantee Protection Insurance Ltd (GPI). Only available to companies who are members of the Property Care Association.



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How we work

A lot of research, planning and experience is required for the preparation and execution of our treatment programmes. With every plan tailor-made to suit each Japanese Knotweed infestation and client, we deliver solutions in both a methodical and professional manner.

Our long-standing memberships with the PCA (Property Care Association), IWCG (Invasive Weed Control Group) and TrustMark demonstrate our industry leading high standards. With fully qualified and licensed operatives on hand to deliver the highest quality service, we will ensure your treatment plan runs like clockwork!

Our expertise, people and PCA-backed guarantees will provide you with peace of mind from your initial consultation through to the completion of your treatment plan.

When and how we will visit

- Our qualified teams are scheduled to work in postcode areas on specific weeks
- You will be contacted usually offered 1 week's notice to book a visit
- Our system will send you a text and email to confirm your allotted appointment
- We will provide you with either an AM (7am-12pm) or PM (12pm-4pm) time slot, so please ensure you have someone at the property during your allotted time
- Please note, sometimes we may need to rearrange visits at short notice due to weather conditions such as heavy rain or extreme temperatures
- If our technicians are running early or late, we will call you to inform you
- Any questions regarding treatments please contact: treatments@gcgrp.co.uk
- Please see our treatment calendar below for time frames on when we carry out the different type of visits
- Please also see our terms and conditions

When we carry out the visits:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
INVASIVE WEED TASKS	30 6 13 20 27	3 10 17 24	3 10 17 24	31 7 14 21 28	5 12 19 26	2 9 16 23 30	7 14 21 28	4 11 18 25	1 8 15 22 29	6 13 20 27	3 10 17 24	1 8 15 22 29
Winter care mulching												
Herbicide treatments												
Visit 1												
Visit 2												
Visit 3 (if required)												
Monitoring visits												
Monitoring visit 1 (if required)												
Monitoring visit 2 (if required)												
Dig out & removal (if this option is chosen) Note this can be done at any time of the year												
Excavation works												

*Please note: these are approximate dates to be used as a guide due to growing season and weather conditions



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0800 122 3326 - info@jkws.co.uk - www.japaneseknotweedspecialists.com

Head office: Unit 17a, Highway Farm, Cobham, Surrey, KT11 3JZ

Payment options for herbicide treatment plans

Option 1: Buy Now

Pay for the full cost of the program and insurance premium (if applicable) and we can provide you with the guarantee certificate and treatment plan documents immediately, allowing you to show these to your solicitors and mortgage lender. If you have opted for an Insurance Backed Guarantee, we or the insurance company will also send you your IBG policy documents.

Option 2: Stage Payments

Where the guarantee and treatment plan documents are not required immediately, the program can be paid for in instalments over 3 years, as follows (note guarantees issued upon receipt of final payment):

1st Payment: Initial payment upon placing your order (Year 1);

= 60% of the contract value plus insurance premium

2nd Payment: Due on or before 4th January the following calendar year (Year 2)

= 20% of contract value

3rd Payment: Due on or before 4th January the following calendar year (Year 3)

= 20% of contract value

Please note If a treatment plan is taken out September to December, the year 2 and 3 invoices will be due on or before 31st October in the subsequent years



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How to proceed



Call our specialist team on **0800 122 3326**



Email us at info@jkws.co.uk



Companies can issue a formal Purchase Order by **email** or by **post**

Please supply us with the following information:	Quotation reference number
	Any additional requirements
	Invoicing address
	Access details & permission from neighbours
	Advise if you require advance notification of treatment visits



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Contact us

For more information or to arrange an appointment, please contact us on:

Japanese Knotweed Specialist HQ

Unit 17a, Highway Farm, Cobham, Surrey,
KT11 3JZ

t: 0800 122 3326

e: info@jkws.co.uk

w: www.japaneseknotweedspecialists.com

Our Other Services

Please visit our commercial services website to view all our services www.gcgrp.co.uk



Grounds Care
Group



MAINTENANCE



ENVIRONMENTAL



GRITTING



LANDSCAPING



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0800 122 3326 - info@jkws.co.uk - www.japaneseknotweedspecialists.com

Head office: Unit 17a, Highway Farm, Cobham, Surrey, KT11 3JZ

Terms and Conditions

These terms and conditions (together with the documents referred to in them) apply in relation to Services provided by The Grounds Care Group (UK) LTD (“**GCG**”) trading under the name of Japanese Knotweed Specialists and The Knotweed Experts to the Customer (“**Customer**”). The Customer should read these terms and conditions carefully before ordering any services from GCG. The Customer should understand that by ordering any Services they agree to be bound by these terms and conditions.

1. DEFINITIONS

- 1.1. In these terms and conditions, the following words and phrases shall, unless the context otherwise requires have the following meanings:
- 1.1.1. “**Agreement**” has the meaning set out in Clause 2.1;
 - 1.1.2. “**Commencement Date**” means such date that the contract shall be formed pursuant to clause 2.2 hereto;
 - 1.1.3. “**Customer**” means the customer who is a party to this Agreement and named in the Order;
 - 1.1.4. “**Completion Certificate**” means the verification from GCG that it is satisfied there has been no regrowth of Invasive Weeds for a minimum period of two consecutive growing seasons within the Site;
 - 1.1.5. “**Fees**” means the fees and charges detailed in the Order and any additional charges detailed in Schedule 1 which are payable by the Customer for the Services as invoiced or as otherwise payable in accordance with this Agreement;
 - 1.1.6. “**Force Majeure Event**” means any circumstances beyond the reasonable control of GCG including but not limited to adverse natural events such as fire, storm, flood and extreme weather conditions; the outbreak of hostilities, riot, civil disorder or commotion; acts of terrorism; industrial disputes or acts or defaults of any local or central government or other competent authority;
 - 1.1.7. “**Guarantee**” means the guarantee issued or procured by GCG to the Customer guaranteeing the eradication of Invasive Weeds at the Property and/or any Neighbouring Property (upon the terms set out herein) following the issuing by GCG of a Completion Certificate;
 - 1.1.8. “**Invasive Weeds**” means Japanese knotweed or such other invasive plants which the Customer has requested are treated by GCG;
 - 1.1.9. “**Monitoring Works**” means any and all inspections of the Site for the Property and/or Neighbouring Property post completion of the Treatment Works for the purpose of adducing whether there has been any further regrowth of the Invasive Weeds;
 - 1.1.10. “**Neighbouring Property**” means any property adjacent to the Customer’s Property as outlined in the Site Map at which the Services are to be provided;
 - 1.1.11. “**Group Company**” means any holding company or subsidiary of either party to this Agreement, or any subsidiary of any such holding company as such terms are defined in section 1159 Companies Act 2006 (as amended);
 - 1.1.12. “**Order**” means the Customer’s order for Services.
 - 1.1.13. “**GCG Website**” means the websites operated by GCG currently at URL www.japaneseknotweedspecialists.com (or such other URL from which GCG in its absolute discretion decides the Services are to be provided from time to time;
 - 1.1.14. “**Programme**” means the programme of works (POW) that is to be performed by GCG as set out in the Services provisions in Survey Report ;
 - 1.1.15. “**Property**” means the Customer’s Property as outlined in the Site Map at which the Services are to be provided;
 - 1.1.16. “**Services**” means the services set out in Survey Report , to be provided by GCG to the Customer pursuant to this Agreement;
 - 1.1.17. “**Site**” means the treatment area as highlighted in the Site Map at which the Services are to be provided by GCG



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- 1.1.18. **“Site Map”** means the mapped area as set out in Survey Report that will be subject to the Treatment Works;
- 1.1.19. **“Survey”** means any survey conducted by GCG of the Site to identify what Services are required by the Customer;
- 1.1.20. **“Survey Report”** means the written management plan report issued by GCG following the site inspection, which includes our GCG Information pack and survey report with treatment plan and site map;
- 1.1.21. **“Treatment Works”** means the treatment of the Invasive Weeds as set out in the Programme of Works relating to the Property and/or Neighbouring Property;
- 1.1.22. **“Working Day”** means 07.00 to 17.00, Monday to Friday excluding UK Public Holidays.
- 1.2. In this Agreement, unless the context otherwise requires:
 - 1.2.1. clause, schedule and paragraph headings shall not affect the interpretation of this Agreement;
 - 1.2.2. person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.2.3. words in the singular shall include the plural and vice versa;
 - 1.2.4. a reference to one gender shall include a reference to the other gender;
 - 1.2.5. a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment;
 - 1.2.6. a reference to “writing” or “written” includes mail and e-mail;
 - 1.2.7. the Schedules to the Agreement and their content shall form part of this Agreement;
- 1.3. any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be
 - 1.3.1. deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction; and
 - 1.3.2. any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2. THE AGREEMENT**
 - 2.1. The Customer has instructed GCG to perform the Services and GCG has agreed to perform the Services subject to the provisions set out herein.
 - 2.2. All Orders accepted (in writing or orally) by GCG together with these terms and conditions (and any documents referred to in them) shall constitute the entire agreement between the parties (**“Agreement”**). These terms and conditions shall take effect from the time that such acceptance is communicated to the Customer (**“Commencement Date”**).
 - 2.3. The Customer acknowledges and agrees that GCG may from time to time (in its absolute discretion) appoint independent third party contractors, external representatives and agents to perform all or any part of the Services.
- 3. SCOPE OF WORKS**
 - 3.1. Subject to payment of the Fees GCG shall provide the Services in accordance with this Agreement.
 - 3.2. GCG shall provide the Services as soon as is reasonably practicable following payment of the Fees and receipt from the Customer of all necessary information required by GCG in order to enable GCG or its subcontractors or agents to perform the Services.
 - 3.3. This Agreement shall take effect on the Commencement Date and shall continue unless and until terminated in accordance with the provisions of Clause 10.
 - 3.4. GCG in its absolute discretion may make any changes to this Agreement (including without limit the Service) as it deems necessary from time to time to take into account operational and technical matters (including without limit the terms on which its third party providers provide GCG with services) and changes to any applicable laws and regulations. Such changes including charges to the Fees shall be notified to the Customer by GCG in writing and GCG will endeavour to give 30 days’ notice of any such changes but any failure to give such notice shall not act to prevent such changes having full contractual effect.

4. ADDITIONAL WORKS AND CHARGES

- 4.1. If additional works are required or instructed beyond the Services and GCG accept to perform such works (in its absolute discretion) then GCG shall agree with the Customer day work rates or a fixed lump sum price for the additional work prior to the commencement of the additional work. It is the Customer's responsibility to provide written confirmation agreeing to the cost. If this is not forthcoming GCG reserves the right to charge the applicable fees set out in Schedule 1 or standing time if all other contract works on site are completed or if GCG is unable to continue with contract works due to circumstances beyond its reasonable control.
- 4.2. Notwithstanding the provisions set out in clause 4.1 above in the event that GCG shall decide (in its absolute discretion) that hedges fencing is required at the Site then this shall be installed by GCG at the cost to the client at the applicable rate as notified by GCG to the Customer from time to time.
- 4.3. In the event that the Services require GCG to remove controlled waste to landfill the Customer will be liable to pay any additional charges at the applicable rate from time
- 4.4. to time to include any additional charges payable by reason of the waste including Invasive Weeds.
- 4.5. The Customer shall notify GCG on the Commencement Date or immediately upon becoming aware of any contaminants including Invasive Weeds in materials being handled or disposed of.
- 4.6. The prices stated herein shall not allow for the handling or disposal of contaminants other than the Invasive Weeds and unless stated otherwise disposal of materials to landfill is subject to the landfill operators costs and acceptance of soil contaminate analysis results and in the event that the landfill operator requires a soil analysis to be conducted prior to acceptance of waste GCG reserves the right to additionally charge the Customer for these tests.
- 4.7. GCG's Fee does not allow for the handling or disposal of sharps should they be discovered, unless otherwise stated in Survey Report of these terms.

5. ERADICATION VERIFICATION

- 5.1. GCG shall conduct a process to verify that there has been no regrowth of the Invasive Weeds during the growing season of May-November when any reoccurrence/new season's growth could have emerged and can be identified and shall continue with site visits over a period of the Programme over at least two consecutive growing seasons before GCG will report that eradication has been achieved.
- 5.2. In the event that GCG conducts Herbicide Treatment programmes for the Customer and there is any re-growth or any new infestations of knotweed at any time after the end of the Programme (or Guarantee if provided) period GCG will not be held responsible and will not accept liability for any cost incurred for any future treatment of Invasive Weeds on the Site.

6. GUARANTEE

- 6.1. In the event that the Customer purchases a five or ten year Guarantee then the obligations and terms of GCG are stated in the body of the guarantee document.
- 6.2. In the event that the Customer purchases a Guarantee from a third party through GCG then GCG accepts no liability or responsibility for the suitability or enforceability of the Guarantee nor for any Treatment or Monitoring Works that may be necessary at Site from the date of such Guarantee.
- 6.3. Where applicable under the terms of Guarantee a transfer fee (Subject to inflation) as set out in Schedule 1 will be charged to re-assign the benefit of the Guarantee to a new owner/beneficiary.
- 6.4. GCG reserves the right to remove or postpone the provision of the Guarantee if access is not provided to complete one or more of GCG's scheduled Treatment Works or Monitoring Works, and does not allow for the re-scheduling of these visits inside the current growing season (May-November).

7. EXCEPTIONS

- 7.1. GCG will be relieved of responsibility in accordance with the provisions of this Agreement for providing any of the Services and for any associated matter to the extent affected by the following items:-



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- 7.1.1. Any delay, non-performance or suspension of the Service by GCG due to any breach by the Customer of this Agreement (including without limit a failure to pay any fees due from the Customer);
- 7.1.2. Customer initiated changes of the Services;
- 7.1.3. Any delay, non performance or suspension of the Service due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors;
- 7.1.4. Any event or condition not wholly within the control of GCG;
- 7.1.5. The negligence or willful misconduct of the Customer or others authorized by the Customer which interferes in any way with GCG providing the Services;
- 7.1.6. Any failure of the Customer to provide access to the Customers Property or (where relevant) a Neighbouring Property;
- 7.1.7. Any failure by any third party to provide services to GCG or the Customer which relate in any way to the provision of the Services;
- 7.1.8. Any Force Majeure event occurring.
- 7.2. For the avoidance of doubt in the event that the Services are not met by GCG as a result of any of the issues set out in clause 7.1 above GCG shall not be liable to the Customer in any way for any such failure.
- 7.3. GCG may suspend the Services without Customer's approval in situations where GCG deems it necessary in order to protect its interests and interests of any third parties, (in which case GCG will use commercially reasonable efforts to notify Customer in advance prior to such suspension).

8. CUSTOMER OBLIGATIONS

- 8.1. It is a condition of this Agreement that the Customer shall fully co-operate with GCG in all matters relating to the Services and shall:
 - 8.1.1. procure that GCG (including its employees, agents, subcontractors and other authorised personnel) are given full unfettered access free of charge at all times to the Property and/or Neighbouring Property for purposes of performing the Services;
 - 8.1.2. comply with and furnish to GCG all reasonable requests made by GCG for actions to be taken by the Customer or for information relevant to the performance of the Services (including without limit ensuring that the Site is prepared in accordance with the requirements of GCG and GCG has full access to the site utilities which are required to perform the Services);
 - 8.1.3. not in any way disturb, move or excavate any soil or other material/land at the Site and to ensure that any works undertaken by the Customer or on its behalf on Site in these respects is supervised by GCG to prevent further contamination or regrowth and which supervisory works will be additionally charged by GCG to the Customer at standard rates;
 - 8.1.4. immediately notify GCG of any significant event or emergency situation that may have an adverse effect on the ability of GCG to perform its obligations under this Agreement and undertakes to take steps immediately avoid disruption to the Services or to remedy any such problem so as to ensure that GCG can provide such Services;
 - 8.1.5. not for the duration of this Agreement, whether directly or indirectly provide or procure the provision of the Services except through GCG as contemplated in this Agreement, or do or omit to do anything which would prevent GCG from providing the Services as contemplated by this Agreement;
 - 8.1.6. do all things necessary and incidental to or as advised (from time to time by GCG) to ensure that it is complying with all relevant statutory enactments, by-laws, ordinances, regulations, orders and decrees whatsoever which are contemplated by this Agreement and so to ensure that GCG may lawfully carry out the Services;
 - 8.1.7. inform GCG in advance of all information reasonably necessary for the Services to be performed effectively and of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer's Sites;
 - 8.1.8. so far as is necessary provide GCG with keys, codes and details of access to its properties in respect of which the Services are to be carried out;



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- 8.1.9. comply in all respects with the provisions of this Agreement; and
- 8.1.10. ensure that all necessary machinery (as advised by GCG from time to time) is available on site when GCG is in attendance.
- 8.2 If GCG 's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, GCG shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay and the Customer shall remain liable to pay any fees which would have otherwise been payable to GCG had the relevant Services been performed.
- 8.3 Without prejudice to its other rights and remedies, GCG will be entitled to suspend the Services and/or terminate this Agreement if GCG in its sole opinion suspects that the Customer is in breach of any provision of this clause 8.
- 9 FEES FOR THE SERVICES**
- 9.1 The Customer shall pay to GCG the Fees for the Services and all invoices issued by GCG under this Agreement shall be paid by the Customer in cleared funds within 14 calendar days of the date the invoice is issued. Time shall be of the essence in respect of all payment and performance obligations of the Customer as contemplated by this Agreement.
- 9.2 GCG may alter the amount of, or payment terms relating to, the Fees at any time during the term of the Service to take account of any increase in the costs incurred by GCG in the provision of the Services (including without limit any increase in the costs or charges of any third party supplier for GCG).
- 9.3 The Fees are not refundable in any circumstances, except where expressly stated otherwise in this Agreement. If the Customer terminates the Services for whatever reason, GCG will not refund Fees paid in advance by the Customer. Fees are stated exclusive of Value Added Tax, which shall be paid by the Customer unless otherwise stated and GCG shall provide upon request a valid VAT invoice to the Customer for the Fees.
- 9.4 In the event that the Customer has had a Survey conducted of the Site by GCG for the purpose of GCG performing the Services hereunder then the cost of such Survey shall be deducted from the Fees payable by the Customer.
- 9.5 Fees do not include charges for any third party services used by the Customer to connect the Customer to the Services unless otherwise stated and the Customer shall be solely responsible for payment of such charges.
- 9.6 Where GCG provides any service which is not referred to in the Services then it may charge the Customer additional Fees which will be calculated on a time and materials basis at GCG's standard consultancy rates in place from time to time provided that no such work will be undertaken, or additional Fees charged without the prior written consent of the Customer.
- 9.7 If payment of any Fees is not made in full by the Customer by the due date for payment under the terms of this Agreement, GCG may at its discretion, without prejudice to its other rights and remedies:
 - 9.7.1 charge interest on any overdue amounts at the rate of 5% per annum above Barclays plc base rate for the time being, calculated from the date of the invoice to the date actual payment is received; and/or
 - 9.7.2 suspend the provision of the Services to the Customer until such time as all overdue amounts (including any interest due) are paid in full; and/or
 - 9.7.3 terminate this Agreement.
- 9.8 GCG may charge the Customer administration fees in respect of any cheques and direct debits returned unpaid by the Customers bank and any credit card payments returned unpaid.
- 9.9 All amounts due under this Agreement to be paid by the Customer to GCG shall be paid in full without any deduction or withholding and the Customer shall not be entitled to assert any credit set-off or counterclaim against GCG in order to justify withholding payment of any such amount in whole or in part.

10. TERM AND TERMINATION

- 10.1. GCG may terminate this Agreement or the provision of any of the Services under this Agreement at any time immediately in the event that:
- 10.1.1. the Customer is in breach of this Agreement. Any failure by the Customer to pay any sum due under this Agreement by the due date for payment shall, without limitation, be a breach of this Agreement which is capable of remedy for the purposes of this Clause 10;
 - 10.1.2. it becomes unlawful for GCG (or any other third party supporting the Services) to continue to provide the Services, or any other third party supporting the Services is required to cease the Services by a competent regulatory authority;
 - 10.1.3. any other third party supporting the Services ceases to provide its services to GCG or otherwise materially changes the terms on which it provides its services to GCG, beyond the reasonable control of GCG; or
 - 10.1.4. the Customer or a Customer Group Company takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
- 10.2. Either party may terminate this Agreement at any time immediately upon notice in writing to the other party if:
- 10.2.1. the other party suspends, or threatens to suspend, payment of its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 10.2.2. an order is made or resolution is passed, or a notice is issued convening a meeting for the purpose of passing a resolution, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than a members' voluntary liquidation solely for the purpose of solvent amalgamation, reconstruction, re-organisation, dissolution, merger or consolidation) of the other party; or
 - 10.2.3. any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the other party or any part of its business or assets; or
 - 10.2.4. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days.
- 10.3. Upon termination or expiry of this Agreement or the provision of any of the Services:
- 10.3.1. the Customer shall immediately stop using the Services and the Customer's right to use the Services shall immediately cease;
 - 10.3.2. any licences granted by GCG under this Agreement shall terminate; and
 - 10.3.3. the Customer shall remain liable for all outstanding obligations and Fees including any termination or cancellation fees referred to in this Agreement.

11. WARRANTIES

- 11.1. Each party warrants that it has full capacity and authority, and all necessary licences, permits and consents to enter into and perform this Agreement.
- 11.2. Save as expressly set out in this Agreement, all conditions, warranties and representation, express or implied, statutory or otherwise to the extent that they may be excluded by law are hereby excluded to their fullest extent.

12. LIABILITY

- 12.1. Subject to Clause 12.2, GCG's total aggregate liability in contract, tort or otherwise (including negligence) howsoever arising out of or in connection with this Agreement shall in respect of any one or more incidents not exceed the Fees payable by the Customer under this Agreement.
- 12.2. Nothing in this Agreement shall exclude or limit GCG's liability for:
- 12.2.1. death or personal injury resulting from its negligence or that of its employees, agents or subcontractors;



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- 12.2.2. fraud or fraudulent misrepresentation; and
- 12.2.3. any other matter for which liability cannot be excluded or limited as a matter of law.
- 12.3. Subject to Clause 12.2 GCG shall not be liable to the Customer for any:-
 - 12.3.1. indirect, special or consequential loss of damage; or
 - 12.3.2. loss of profits, business opportunities, revenue, anticipated savings; wasted expenditure, goodwill or for any loss or corruption or destruction of data.
- 12.4. The parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 12 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted. If any party becomes liable for loss or damage which would otherwise have been excluded, that liability shall be subject to the other limitations and provisions set out in this Clause 12.
- 12.5. The Customer shall indemnify and keep GCG indemnified against any and all costs, claims, losses, liabilities, proceedings and expenses (including legal fees) which are incurred by GCG or a GCG Group Company or brought or threatened against GCG or a GCG Group Company by any person, arising out of or in connection with the Customer's use of the Services and/or a breach by the Customer of the terms of this Agreement or as referred to in this Agreement.
- 13. WRITTEN COMMUNICATION**

Applicable laws require that some of the information or communications GCG sends to the Customer should be in writing. When using the GCG Website the Customer accepts that communication with GCG will be mainly electronic. GCG may contact the Customer by email or provide the Customer with information by posting notices on the GCG Website. For contractual purposes the Customer agrees to this electronic means of communication and acknowledges that all contracts, notices, information and other communications that GCG provides to the Customer electronically comply with any legal requirement that such communications be in writing.

14. NOTICES

- 14.1. Any notice required to be given under or in connection with this Agreement shall be in writing and shall be served by delivering it personally, or by sending it by pre-paid first-class post, recorded delivery or registered post, or email by the Customer to GCG at: its registered office and by GCG to the Customer to the address, and/or email address set out in any of its communications to GCG (or by any of the methods set out at Clause 13, or to such other address as either party may have notified to the other party from time to time).
- 14.2. A notice shall be deemed to have been received:
 - 14.2.1. if delivered personally, at the time of delivery;
 - 14.2.2. if delivered by post, 3 Working Days from the date of posting;
 - 14.2.3. if sent via email, the same Working Day of sending.

15. FORCE MAJEURE

- 15.1. GCG shall not be liable to the Customer for any delay or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is due to a Force Majeure Event.
- 15.2. GCG may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Customer if a Force Majeure Event occurs that affects the Services and which continues for more than 30 Working Days.

16. GENERAL

- 16.1. This Agreement (and its Schedules) constitutes the entire agreement and understanding between the parties in respect of the matters dealt in it and supersedes any previous agreement between the parties in relation to such matters. Any amendments agreed between the parties will be appended to this Agreement as a separate schedule and in the event of any discrepancy between the terms of the schedule and this Agreement then the terms of the schedule shall prevail.
- 16.2. The Customer acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking



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- (whether negligently or innocently made) except as expressly provided in this Agreement. The only remedy available to the Customer in respect of any such statement, representation, warranty or undertaking shall be for breach of contract under the terms of this Agreement. Nothing in this Clause 16.2 shall operate to exclude any liability for fraud.
- 16.3. A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 16.4. A waiver of any right under this Agreement is only effective if it is in writing and signed by the waiving party, and it applies only to the person to whom the waiver is addressed and the circumstances for which it is given.
- 16.5. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 16.6. The Customer shall not assign nor grant any security interest over, any of its rights or obligations under this Agreement without the prior written consent of GCG.
- 16.7. This Agreement is subject to the laws of England and Wales and both parties hereby submit to the exclusive jurisdiction of the English Courts.



IDENTIFICATION



TREATMENT



REMOVAL



GUARANTEE

Schedule 1: Additional Charges

MISCELLANEOUS RATES	STANDARD PRICE	VAT	TOTAL
Guarantee - Name Transfer (after 1 month) (but guarantee not activated)	£ 299.00	£59.80	£ 358.80
Guarantee - Name Transfer when guarantee is activated - includes site survey	£ 598.00	£119.60	£ 717.60
Guarantee upgrade to 10 years	£ 500.00	£100.00	£ 600.00
Guarantee upgrade – up to 35 years - price is per year over and above their initial guarantee period	Call for Quote	Call for quote	Call for quote
Booking cancelled on the day of treatment. Re-scheduling Fee	£ 50.00	£10.00	£ 60.00
No access to carry out a booked treatment - 1st offence	£ 50.00	£10.00	£ 60.00
No access to carry out a booked treatment - 2nd offence	£ 100.00	£20.00	£ 120.00
Watching Brief (per day) (ad hoc)	£ 595.00	£119.00	£ 714.00
Legal / Lender Letters	£ 150.00	£30.00	£ 180.00
Document reprints/email (single document)	£ 25.00	£5.00	£ 30.00
Document reprint/email (all documents)	£ 50.00	£10.00	£ 60.00
5Y IBG insurance	Call for quote	Call for quote	Call for quote
10Y IBG insurance	Call for quote	Call for quote	Call for quote
Re-erect fencing barrier fencing (per L M)	£ 7.00	£1.40	£ 8.40
Additional Warning signs (each)	£ 5.00	£1.00	£ 6.00
Additional Winter mulching visit - price per site	Call for quote	Call for quote	Call for quote
Remove Winter canes from site (price per sack) - no soil	£ 35.00	£7.00	£ 42.00
Remove Winter canes from site (price per bulk bag) - no soil	£ 295.00	£59.00	£ 354.00
Additional Works hourly rate - Director	£ 125.00	£25.00	£ 150.00



IDENTIFICATION



TREATMENT



REMOVAL



GUARANTEE

Additional Works hourly rate - Senior Consultant	£ 75.00	£15.00	£ 90.00
Additional Works hourly rate - Consultant	£ 60.00	£12.00	£ 72.00
Additional Works hourly rate - Junior / Office	£ 40.00	£8.00	£ 48.00
Key Collection within 5 mile radius of subject property	£ 20.00	£4.00	£ 24.00
Additional mileage (per mile)	£ 0.50	£0.10	£ 0.60
Additional Expenses - charged at cost + 10%	£ -	£ -	£ -
Initial - Environment Agency - near water application (per occasion, per 12 months)	£ 300.00	£60.00	£ 360.00
Renewal - Environment Agency - near water application (per occasion, per 12 months)	£ 150.00	£30.00	£ 180.00
WAC and Air dried soil test - inc site visit to take sample	£ 595.00	£119.00	£ 714.00

All prices are subject to an annual increase in line with Retail Price Index (RPI)



IDENTIFICATION



TREATMENT



REMOVAL

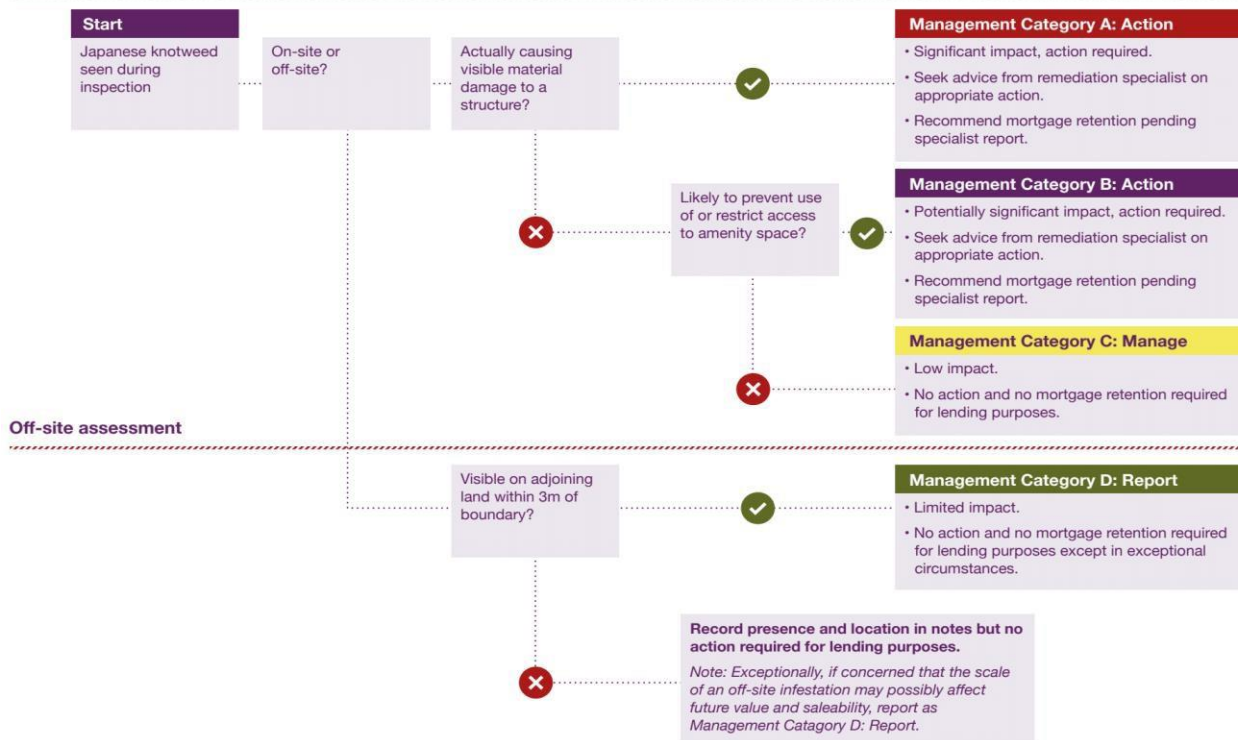


GUARANTEE

Schedule 2: 2022 RICS Flow Chart

2022 RICS Japanese Knotweed Management Category Assessment

On-site assessment



IDENTIFICATION



TREATMENT



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GUARANTEE