KNOTWEED ERADICATION

Specialist Weed Control &
Site Vegetation Clearance

# INVASIVE WEED MANAGEMENT PLAN

# FOR

## COUNTRYSIDE PROPERTIES

## LAND AT ROYLE ROAD

## ROCHDALE

## OL11 3ET


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|---|---|
| | |
| **Date** | July 2020 |
| **Inspected by** | G Andrews |
| **Checked by** | J Howard |
| **Authorised by** | G Andrews |
| **Project** | Land at Royle Road |
| **Report number** | IWMP2012B |
| | |

## LIMITATIONS

Knotweed Eradication has prepared this report with reasonable skill, care and diligence and taking account of the contract terms and conditions and manpower and resources devoted to it in agreement with the client. Knotweed Eradication disclaims any responsibility to the client and others in respect of any matters outside the scope of the above.

This report has been prepared based on the information received during the timescale available and all potential contamination; constraints or liabilities associated with the site may not necessarily have been revealed. The report is only valid when it is used in its entirety.

This report is confidential to the client and Knotweed Eradication accepts no responsibility to third parties to whom the report, or any part thereof, is made known. Any such party using any information contained within the report does so at their own risk.

# Site Inspection at Land at Royle Road, Rochdale For Countryside Properties

As a division of Helmrig Ltd, Knotweed Eradication has been involved in the management and treatment of invasive weed species for over 15 years, utilising their knowledge and experience to provide clients with information and advice as to how best to deal with invasive weed issues on land within their ownership.

In July 2020 Knotweed Eradication was commissioned by Carl Barnett of Countrysdie Properties to undertake an inspection of the proposed development site at Land at Royle Road, Rochdale. The purpose of the inspection was to identify any invasive weed species that may be present within the boundary of the site or the immediate surrounding area in accordance with the Wildlife and Countryside Act 1981 (as amended), report the findings and propose a solution to any infestations found to be present.

The main species being inspected for are Japanese Knotweed, Giant Hogweed and Himalayan Balsam.

This report sets out the expected treatment of each species identified prior to, during and following completion of the development phase of the works.

**Report Contents**


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**1. Site and findings**

1.1. Site consists of a former industrial site demolished to slab level with associated areas of car parking, hard standing, grass landscaping and wooded embankment located off Royle Rd, OL11 3ET.

1.2. Surrounding areas comprise of Royle Rd to the west, further industrial land to the south, live railway to the east with a supermarket, utilities pumping station and Edinburgh Way forming the northern boundary.

1.3. The site was inspected in July 2020 during the early growing season with six areas of visible knotweed being identified within the site.

1.4. Areas 1 - 3 are located towards the northern end of the site within open grass and embankment areas, with areas 4 and 5 being located within the wooded embankment.

1.5. Area 6 comprises of two small areas of visible knotweed in close proximity to each other close to the western boundary with Royle Road.

1.6. It is expected that areas 1 - 5 can be dealt with in situ as they fall outside of the proposed development footprint with area 6 expected to be excavated and removed from its current location to a suitable treatment location elsewhere on site.

1.7. Approx OS co-ordinates for the location of the knotweed

| | | |
|---|---|---|
| Area 1 - SD 88810 11729 | Area 2 - SD 88720 11617 | Area 3 - SD 88695 11706 |
| Area 4 - SD 88687 11629 | Area 5 - SD 88655 11656 | Area 6 - SD 88635 11658 |

1.8. Areas of Himalayan Balsam were also noted to be present within the embankment area. It is expected that these areas will be controlled during the knotweed treatment period prior to hand over to Management Company.

1.9. Due to the location of the knotweed within the site it is expected that an insitu herbicide application programme can be undertaken should this alter during construction additional actions will need to be considered.

1.10. Initial herbicide treatments will consist of foliar applications of herbicide. Whilst every effort will be made to retain as much desirable vegetation as possible no responsibility can be taken for any loss or damage.

1.11. As part of the site remediation knotweed material from area 6 will be excavated under the supervision of a suitably qualified operative, to the point where no further root or rhizome material is present or the pre-determined limit of the excavation has been met. The contaminated material will then be removed to a receptor area on site for further treatment. Further monitoring and treatment will be carried out over a total four year period prior to commencement of 5 year warranty period. Should access to the area be required during this treatment period advice should be sought prior to entering the area.

1.12. No other invasive species were noted to be present within the site boundary at this time.

1.13. It is worthy of note at this point that in knotweed infested areas the root/rhizome system can grow 7 metres outwards from the visible plant and in excess of 3 metres deep and if the spoils are dispersed on site, re - infestation is likely to occur.

1.14. Please note: soil material will continue to be classed as knotweed contaminated even after completion of the knotweed treatment programme and should be dealt with as if still live. If removed from site this must be done in accordance with current waste regulations by a licensed carrier to an appropriate receiving facility. Any unauthorized disturbance of treatment areas will invalidate any warranties and guarantees offered.

1.15. This management plan provides background information relating to the main invasive plant species and sets options for control and eradication.

**Table 1: RICS Japanese Knotweed Risk Categories**

| Category | Descriptors |
|---|---|
| 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. **Further investigations by an appropriately qualified and/or experienced person are required.** |
| 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. **Further investigations by an appropriately qualified and/or experienced person are required.** |
| 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. |

## 2 JAPANESE KNOTWEED, GIANT HOGWEED AND OTHER INVASIVE PLANTS

### 2.1 Identifying invasive plants (extracted from Netregs website)

2.1.1 Identifying invasive plants on a site early lets developers assess and cost options for destroying, disposing of and managing them.

2.1.2 Managing land infested by invasive plants in a timely and appropriate way can avoid:

- excessive cost
- potential prosecution and compensation claims
- physical damage to buildings and hard surfaces
- harm to the environment

### 2.2 Identifying Japanese knotweed

2.2.1 Japanese knotweed begins to grow in early spring and can grow in any type of soil, no matter how poor. It can grow as much as 20 centimetres per day, and can reach a height of 1.5 metres by May and 3 metres by June. It does not produce viable seeds in the UK, but instead spreads through rhizome (underground root-like stem) fragments and cut stems. Japanese knotweed:

- produces fleshy red tinged shoots when it first breaks through the ground
- has large, heart or spade-shaped green leaves
- has leaves arranged in a zig-zag pattern along the stem
- has a hollow stem, like bamboo
- can form dense clumps that can be several metres deep
- produces clusters of cream flowers towards the end of July
- dies back between September and November, leaving brown stems

### 2.3 Identifying giant hogweed

2.3.1 You should take great care when identifying giant hogweed. Contact with the plant, particularly the sap, can lead to severe blistering and scarring.

2.3.2 Giant hogweed closely resembles native cow parsley or hogweed. It can take four years to reach its full height of 3-5 metres and flower. Giant hogweed:

- has a reddish purple stem with fine spines that make it appear furry - like a stinging nettle
- has hollow stems
- has spotted leaf stalks
- has leaves up to 1.5 metres wide
- flowers in June and July
- has flower heads that are usually 50 centimetres wide - each flower head is capable of producing 50,000 seeds every year
- has seeds that can stay in the soil for several years before they develop

### 2.4 Identifying Himalayan balsam

2.4.1 Himalayan balsam is often found on river banks, growing up to 2 metres in height. Each plant lasts for one year and dies at the end of the growing season. Himalayan balsam:

- has dark green, lance-shaped leaves with jagged edges
- has reddish coloured stems
- flowers from June to October
- has large, brightly coloured flowers that are usually in variable shades from purple to pale pink
- can produce around 2,500 seeds per plant each year
- has explosive seed pods that can throw seeds over 6 metres away from the plant

### 2.5 Identifying Montbretia

2.5.1 Crocosmia species are easily recognised when in flower by the distinct shape and colour of their flower heads. All are non-native in the UK. The hybrid montbretia, with relatively short stems and orange flowers, is the main species to have escaped into the wild; however, a number of other ornamental Crocosmia species are grown in gardens and other landscaped areas. When not in flower, Crocosmia species are more difficult to identify. Look for rusty brown dead leaves and remains of previous years flowering heads

### 2.6 Identifying Variegated Yellow Archangel

2.6.1 Yellow Archangel is an herbaceous creeping perennial. It has a square, hairy stem and can grow up to 1 to 2 feet tall. Leaves are opposite, serrated, prominently veined and ovate with silver markings and a green trim. Undersides are lighter green. Shade leaves are larger, thinner and darker than sun leaves. Flowers occur in clusters in the leaf axils, or whorls at the end of the stem. They are helmet-shaped, with a hooded upper petal and a lipped lower petal. Blooming is May-June. Fruit is set June-July and contains 4 nutlets. L. galeobdolon is a prolific seed-producer.

### 2.7 Spraying invasive plants with herbicide

2.7.1 Treating invasive plants with herbicide can be a very effective method of treatment. You will have to re-spray. It usually takes at least three years to treat Japanese knotweed until it is dormant. Giant hogweed seeds can continue germinating for 15 years after the last seed fall

2.7.2 If the plant is in or near to water you must have agreement from the Environment Agency to use the herbicide. The herbicide must be approved for use in or near water.

2.7.3 The herbicide's effectiveness depends on the type used. An advisor certified by BASIS (the registration, standards and certification scheme for pesticides and fertilisers) will be able to advise you on the most suitable type of herbicide for your situation and when best to apply it.

2.7.4 *Giant hogweed* and *Himalayan balsam* both drop large quantities of seeds. A control programme will need to continue for several years, with checks carried out throughout the growing season. If you are trying to eradicate these plants from a riverbank it is important to ensure that any plants upstream are also treated to avoid seeds being washed onto the site.

2.7.5 *Japanese knotweed* has a large underground network of rhizomes (underground root-like stems). To eradicate the plant you must kill the rhizomes. Picking the right herbicide is essential, as it must travel through the plant and into the rhizome system below. Several herbicides can treat Japanese knotweed successfully - you will need to pick the right herbicide for your situation. Glyphosate is effective because it penetrates through the whole plant.

2.7.6 *Using herbicides*

The person doing the spraying must hold a certificate of technical competence for herbicide use or work under the direct supervision of a certificate holder. If you plan to spray in or near water, the person carrying out or supervising the spraying must have the appropriate aquatic part of the qualification. The sprayer must also comply with the pesticide product label and meet all of its conditions. Before you spray in or near water you must check that the product is approved for use near water. There are formulations of glyphosate that can be used in or near water and are effective against many invasive plants.

## 2.8 Burying invasive plant material onsite

2.8.1 Taking plant material and soil containing plant material away for disposal off site uses valuable landfill capacity and increases the likelihood of the spread of invasive plants. Another option is to bury this soil and plant material on your own land because, without sunlight, plants cannot survive and seeds will not germinate. However, this material will need to remain buried for several years to ensure that it will not grow again. Giant hogweed seeds can be viable for up to 15 years and Japanese knotweed rhizome (underground root-like stems) is believed to survive for 20 years.

2.8.2 *What you must do*

2.8.2.1 Before you bury invasive plant waste on your property you must contact the Environment Agency to check you are allowed to do this at your location. The Environment Agency may want to look at your site and may visit while the works are undertaken.

2.8.2.2 Soil and plant material containing Japanese knotweed may need to be buried 5 metres below ground level. You should place a barrier membrane on top of the material and fill the hole with clean soil. Alternatively, the knotweed code of practice describes how you can bury it less deeply

2.8.2.3 Soil containing Himalayan balsam and giant hogweed seeds should be buried at least 0.5 metre below ground level or 0.3m if covered with a geotextile material

2.8.2.4 You must not bury anything other than plant material and soil containing invasive plants that have originated on site.

2.8.2.5 You must make sure that deep burial does not interfere with the ground water level.

2.8.2.6 Buried soil and plant material that have been treated with an herbicide that does not break down in the environment could cause groundwater pollution. If you intend to bury treated material, you should treat it with glyphosate herbicide only. Check with the Environment Agency.

2.8.2.7 Herbicides that do not break down in the environment are described as persistent. Those that do break down are described as biodegradable or non-persistent. The herbicide packaging or safety data sheet will state whether it is persistent or non-persistent.

2.8.3 *Good practice*

2.8.3.1 You should bury the material in an area where it is not likely to be disturbed. You should keep records of the quantity of material that you have buried and a map showing the location of the burial pit and its depth. Use signs to mark the burial pit and keep heavy tracked machinery off the area.

2.8.3.2 Other legislation relevant to the control of non-native invasive weeds includes the following.

- Town and Country Planning Act 1990.
- Highways Act 1980.
- Water Resources Act 1991.
- The Waste Management and Licensing Regulations 1994.
- The Landfill (England and Wales) Regulations 2002.
- The Control of Pesticides Regulations 1986 (under the Food and Environment Protection Act 1985).
- The Control of Substances Hazardous to Health Regulations 2001 (COSHH)

## 3. Additional control measures:

- Infested areas (to include buffer zone) should be clearly identified.
- Unauthorized access disturbance or removal of contaminated material should be prevented.
- Restrictions regarding access to the infested areas and any applicable restrictions regarding movement of plant and vehicles, should be communicated to all on-site personnel.
- Vehicles, equipment and footwear should be inspected and cleaned prior to exiting contaminated areas.
- Should access to the area be required during the treatment period, advice should be sought prior to entering.
- Where invasive weeds are identified on adjacent land, owners should be informed so that appropriate actions can be taken to prevent re-infestation.

## 4. Methodology

4.1. Warning signs or fencing should be erected to identify infestations to other site personnel. Additionally, contractors working on site should be briefed to familiarise them with the appearance of the plant. Professional advice should be sought if other possible infestations are noted on site.

4.2. Unauthorised access disturbance or removal of contaminated material will be prevented.

4.3. Restrictions regarding access to the infested areas and any applicable restrictions regarding movement of plant and vehicles, should be communicated to all on-site personnel.

4.4. Vehicles, equipment and footwear should be inspected and cleaned prior to exiting contaminated areas.

4.5. Should access to the area be required during the treatment period, advice should be sought prior to entering.

4.6. Herbicide selection will be dependent on each area taking into consideration surrounding desirable vegetation and environmental considerations.

4.7. PLEASE NOTE: Task and site specific method/risk and COSHH assessments should be carried out for each specific task being undertaken. When filed in conjunction with this management plan they will form a record of actions taken and locations of treated Japanese Knotweed for future users

## 5. Proposed Method Of Treatment

5.1 Knotweed Eradication would use a selection of the following MAPP and E.A. approved products on the infested areas. Chemical selection will be made based on location of treatment area surrounding environmental factors.

| Product | Mapp | Areas of Use |
|---|---|---|
| Round up Pro Vantage | 15534 | Hard surfaces, Amenity vegetation, Forestry, In or near water, Stem injection. |
| Garlon Ultra (under Stewardship) | 16211 | Industrial sites, Motorway embankments, Rail embankments, Cemeteries, Grass land of no agricultural interests. |
| Synero (under stewardship) | 14708 | Industrial sites, Motorway embankments, Rail embankments, central reservations, Power stations. |

## 6. Programmed Work:

6.1 Treatment of Invasive Weed infestations is to be undertaken for a minimum period of three years to effectively eradicate the species. A detailed schedule of works and annual treatment and monitoring programme is given below in Table 1.

6.2 Under the supervision of a suitably experienced operative, knotweed is to be excavated, in a controlled manner, placed directly on to dumpers and removed to on-site receptor areas for on-going treatment as part of the site remediation works.

6.3 Dumpers are to be parked in designated loading positions during loading. Excavation will utilise half bucket full to ensure no spillage of material during loading with an inspection of the loading area being undertaken prior to Dumpers pulling away. Any spillage is to be cleared and placed into Dumpers for removal to designated receptor area.

6.4 On completion of the excavations plant and machinery will be cleaned and inspected prior to continuing other works or removal from site.

6.5 Please note: Timings of excavation works are based on site works and will need to be amended should this not be the case.

Table 1

| **Site Name: Land at Royle Road** | **Job Ref:** IWMP2012B | **Client:** Countryside Properties |
|---|---|---|
| **Location:** Rochdale | Description | |
| April – Oct 2020 | Monitoring of known areas within treatment zone.<br>Herbicide treatment of Japanese Knotweed and Himalayan Balsam | |
| tbc | Excavation and on-site movement of Japanese Knotweed | |
| April – Oct 2021 | Monitoring of known areas within treatment zone.<br>Herbicide treatment of Japanese Knotweed and Himalayan Balsam | |
| April – Oct 2022 | Monitoring of known areas within treatment zone.<br>Herbicide treatment of Japanese Knotweed and Himalayan Balsam | |
| October 2022 | Survey and sign off on eradication completion and hand over to client. | |
| Oct 2022 - onwards | Warranty monitoring period to 2027 | |

## 7. Health and Safety

7.1 Relevant health and safety legislation must be observed in the UK. The relevant regulations are outlined in *The UK Pesticide Guide* produced annually.

7.2 The legislation relevant to the use of herbicides is: -

- The *Control of Substances Hazardous to Health Regulations* (COSHH) 2001. All operatives must comply with the regulations and wear protective clothing and observe a strict code of hygiene of washing hands before drinking and eating.
- The *Control of Pesticides Regulations 1986* under the *Food and Environment Protection Act* (FEPA) 1995.
- *Pesticides: Code of Practice* 1990 (Published by MAFF/HSE).

7.3 *Health and Safety Guidelines*

- All operatives must hold a Certificate of Competence for herbicide application (NPTC) or be under the direct supervision of qualified operative prior to commencing a spraying programme.
- All operatives must act responsibly in the storage and handling of the herbicide. The disposal of the herbicide and empty containers must be carried out by operatives in a responsible way. Any spillage must be guarded against and if occurring shall be dealt with and cleaned up. All operatives must carry a basic first aid kit.
- The area of work should be protected from the general public during the treatment and use of the herbicide.
- The use of herbicides should be carried out in compliance with the product label instructions.
- Advice on herbicide application should be sought for a BASIS registered advisor

7.4 Other legislation relevant to the control of non-native invasive weeds includes the following.

- *Town and Country Planning Act 1990.*
- *Highways Act 1980.*
- *Water Resources Act 1991.*
- *The Waste Management and Licensing Regulations 1994.*
- *The Landfill (England and Wales) Regulations 2002.*
- *The Control of Pesticides Regulations 1986 (under the Food and Environment Protection Act 1985).*
- *The Control of Substances Hazardous to Health Regulations 2001 (COSHH)*

## 8. Benefits of appointing Knotweed Eradication:

- Professional Solutions
- Staged Payments at Fixed Costs
- MAPP Approved Chemicals and Solutions
- Over 20 Years' Experience
- Method Statement
- Risk Analysis
- COSHH Assessment
- Safety Data Sheets

## 9. Next Steps:

9.1 Thank you for giving Knotweed Eradication the opportunity to provide its consultancy services and programme of works. Should you decide to go ahead with our recommendations a full Method Statement Risk Assessment, Safety Data Sheets and COSHH Assessment will be produced for the programme of works for the specific site. Timely and appropriate management of land infested with invasive weed species can avoid excessive costs, potential prosecution and prevent physical damage to buildings and hard surfaces. Our solutions can form part of a normal site clearance, are programmable to meet developer's needs, sustainable over a 3 year period, can avoid haulage and land fill costs and are backed by over 20 years weed control experience. If you have any further questions, please do not hesitate to contact Gary Andrews on 07976 914692 or email *info@knotweederadication.co.uk*

Alternatively we can be contacted by fax on 01772 623 658 or by post at New Inn Farm, Dawson Lane, Leyland, PR25 5DB

## 10. Warranty Period

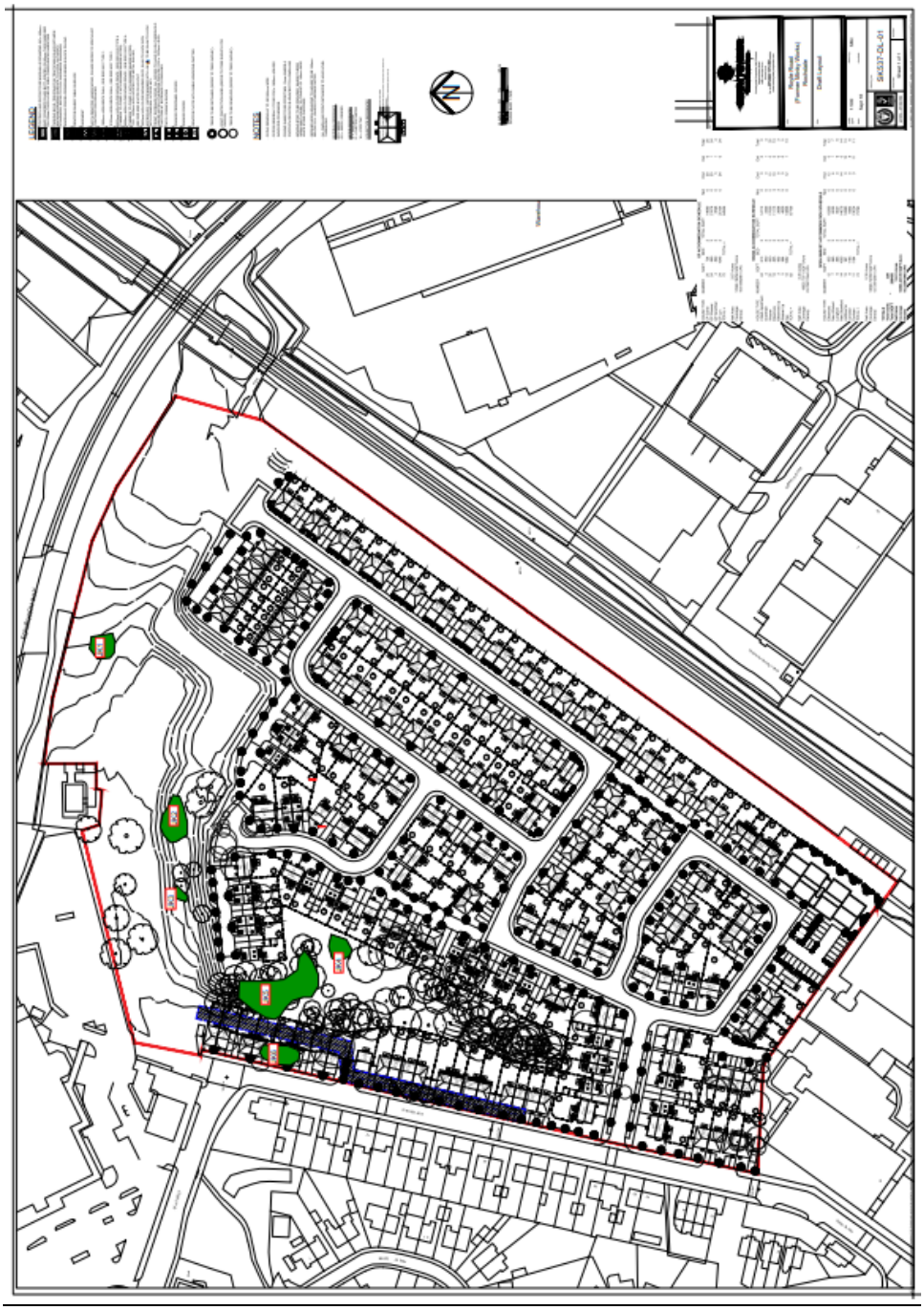
10.1 Following completion of the treatment programme, a 5 year warranty period will commence during which time continued monitoring of the site will be undertaken with any reoccurrence of knotweed within the locations specified in this report being treated at no additional cost to the client or subsequent plot owner, subject to the attached terms and conditions.

## 11. Insurance Backed Guarantee

11.1 As members of the Property Care Association Knotweed Eradication are able to offer an insurance backed policy on works undertaken by themselves. Please note that this policy would be subject to a monitoring period at additional cost and would only be available to plots where knotweed remediation works had been undertaken. This policy comes into effect on completion of the treatment programme.

11.2 Knotweed Eradication is not able to offer either free or paid advice on insurance products and any information provided is for reference only. Knotweed Eradication may include insurance backed guarantees as part of its services without additional costs. It is the client's responsibility to assess the suitability of such products.

11.3 Knotweed Eradication accepts no liability for the performance or suitability of any third party product. It is the client's responsibility to ensure suitability of any insurance offered or to make independent arrangements.



- Site Boundary
- Rhizome Buffer Zone
- JK Within site
- JK Beyond site
- JK Beyond site not to be treated
- Himalayan Balsam
- Giant Hogweed
- Other as identified within report

KNOTWEED ERADICATION
Specialist Weed Control & Site Vegetation Clearance

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Date: July 2020
Client: Countryside PropertiesProject Ref: IWMP2012BSite: Land at Royle Road
Scale: NTS



Pic 1 – Area 6 of JK on the western boundary



Pic 2 – JK within the wooded embankment



Pic 3 – Areas of HB within site



Pic 4 – JK Area 2

## REFERENCES

Renals, T. and Rene, P. (May 2001) *Code of Practice for the Management, Destruction and Disposal of Japanese knotweed, Version 1.*
The Environment Agency.

*Available to download: www.environment-agency.gov.uk*

Child, L. and Wade, M. (2000) *The Japanese knotweed Manual*
Packard Publishing Limited, Chichester.

### ***Web Sites***

Nature Conservation
www.nationaltrust.org.uk/enviroronment/htm/nat_con/_fspapers/fs_plant01

Japanese Knotweed Control Forum
www.ex.ac.uk/knotweed

Netregs
www.netregs.gov.uk

Client: CLIENT or subsequent affect plot owner within 7m of identified areas of Japanese Knotweed

Property:

Report No:

Report Date:

Date work completed:

**TERMS OF WARRANTY**

**Invasive Weed Warranty**

1. Knotweed Eradication hereinafter referred to as "The Company" hereby **WARRANTIES** 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 Warranty notifying the Company in writing within the warranty period offered from the date of completion of the work if:

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

2. The Company, upon production of this Warranty and all relevant survey reports, quotations, specifications, drawings, plans, completion certificates and receipted invoices, with any amendments thereto issued by the Company 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.

3. 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.

4. This Warranty does not cover any loss (including consequential loss see 10 below) or damage sustained by the person entitled to the benefit of this Warranty save as set out in 2 above, whether caused by the Company's negligence or otherwise.

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

SAMPLE

i. where the person entitled to the benefit of this Warranty does not give written notice of the claim under this Warranty 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:

ii. 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.

iii. 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.

iv. where the land and property has not been kept in a good and proper state, so as to detect and prevent tipping or the early detection of growth by invasive weeds.

v. 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 of the exclusion of plant, materials from areas adjacent to the treatment area.

vi. 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.

vii. 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.

6. This Warranty 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. Terms and conditions are attached to the original report. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this Warranty shall apply.

7. In the event of disposal of the property, being the subject of this Warranty, this Warranty 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 owner 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:

   i. given written notice of the change to the Company;

   ii. 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.

8. For the purpose of this Warranty and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Warranty 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 Warranty shall be subject to the terms and conditions set out in this Warranty.

9. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Warranty 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.

10. 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 Warranty 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 Warranty.

11. All consequential losses are excluded from this Warranty, and for the purposes of this Warranty consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Warranty holder and for the purpose of this Warranty 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 of cost or expenses which are not directly incurred by the Warranty holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this Warranty, the costs and expenses of any redecoration, repainting or retiling work, the cost 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;

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

    i. Copy of original report
    ii. This Warranty
    iii. Certificate or letter of completion

    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 Warranty 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 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



Gary Andrews

KNOTWEED ERADICATION
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