

MANAGEMENT PLAN:

Himalayan Balsam

Introduced to the UK in 1839, Himalayan balsam is now a naturalised plant, found especially on riverbanks and in waste places where it has become a problem weed. Himalayan balsam tolerates low light levels and also shades out other vegetation, so gradually impoverishing habitats by killing off other plants.

**Inspectas Reference:**

JP1102AF

Client:

PIC Dobfield Ltd

Site Address:

Land Adjacent to 1 Dobfield Road,
Rochdale,
OL163AW

Date:

15th June 2021

Surveyor:

Andrew Ford

PIC Dobfield Limited
31A Hale Road
Altricham
WA14 2EY

4th Floor
Colmore Gate
2-6 Colmore Row
Birmingham
B3 2QD

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15th June 2021

Inspectas Reference: JP1102AF

Himalayan Balsam Survey at Land Adjacent To 1 Dobfield Road, Rochdale, OL16 3AW.

Dear sir/madam,

A survey for the above site was carried out on the 14th June 2021 by Andrew Ford (Invasive Weeds Specialist). Inspectas were instructed to survey for the presence of Himalayan Balsam as the client believes this may be present on the property.

AIMS OF THE PROPOSAL

The purpose of this proposal is to identify the risks that Himalayan Balsam poses to your development plans and put forward a cost-effective method to remediate the identified issues.

This proposal will set out:

- Costs to remediate the identified Himalayan Balsam issues.
- The intended use of the property and any plans for development in the site overview.
- Map the location of Himalayan Balsam that has been identified on site and on adjacent properties or land.
- Put in place a biosecurity policy that reduces the likelihood of Himalayan Balsam being spread onto, around and, or off the site.
- Put forward an appropriate scope of works in line with the requirements of the property.

Inspectas are one of the UK's leading invasive weed specialists, offering accredited and cost-effective solutions to all Japanese Knotweed and invasive weed issues. The findings of this survey are based on a visual inspection only as we do not undertake any exploratory excavations during our survey

QUOTATION: HIMALAYAN BALSAM MANAGEMENT PLAN

5 Year Himalayan Balsam Management Plan - To cover all areas as noted in Map 1 of this proposal at a cost of £6,000 plus VAT

Costs for the programme have been staged over the duration of the works to assist with budgeting as follows:

- First Visit 2021 - 30% of the contract total
- First Visit 2022 - 20% of the contract total
- First Visit 2023 - 20% of the contract total
- First Visit 2024 - 20% of the contract total
- First Visit 2025 - 10% of the contract total

All works Inspectas complete adhere to the **PCA's published Code of Practice** for the Management of Himalayan Balsam which can be found by visiting the PCA's [website here](#).

On behalf of Inspectas.



Andrew Ford
Invasive Weed Specialist (C.S.J.K.)

SITE OVERVIEW

The site represents a paddock with plans in place to develop new build residential homes to the area. As part of the planning conditions a management plan needs to be implemented to manage and control the identified Himalayan Balsam issues. Upon conducting a **walkover survey** of the land **Himalayan Balsam** was identified as noted in Map 1 of this proposal.

What is Himalayan Balsam?

A stunning but highly invasive plant Himalayan Balsam was imported into the UK by the Victorians in 1839. The plant is characterised by its translucent stems that produce a stunning flower while in bloom. When ripe the seedpods are tensely compacted by an inner coil which results in the pod bursting open, which can disperse the seeds up to a distance of 4 metres.

What are the risks?

Himalayan Balsam is an invasive plant that poses an environmental risk to riverbanks through the erosion of soil, which increasing the risk of flooding to local communities. Himalayan Balsam is an annual plant that can grow up to 3 metres in height, with each plant producing upwards of 800 seeds per growing season.

How can it be controlled?

Control of Himalayan Balsam can be achieved over 3-5 growing seasons via the application of targeted herbicides which severely disrupt the plant's ability to regenerate. Inspectas Land Remediation can also excavate Himalayan Balsam, and then install a horizontal root barrier membrane that will prevent any seeds that are dormant in the soil from developing

The Himalayan Balsam can be characterised onsite as follows:

Himalayan Balsam has created a mono culture that covers the perimeter of the site pushing out native vegetation to create a monoculture. The Balsam is developing within other low-level vegetation and trees although it does not encroach onto the area outlined for the development of 8 new build dwellings.

At the time of the survey the plant had not yet flowered therefore we are at the optimum time to apply herbicides prior to the development of the flower head and the release of viable seeds.

LOCATION OF THE HIMALAYAN BALSAM



Map 1 Key:

Red represents the infestations of Himalayan Balsam identified on the site survey.

SITE SPECIFIC BIOSECURITY POLICY

Risk: Himalayan Balsam should not be cut, damaged or disturbed. **Himalayan Balsam** is legally classified as **controlled waste** and should therefore only be handled by a specialist **licensed controlled waste operator**.

Strategy: Inspectas to fence off all areas of the infestation and to erect signage to warn of the presence of Himalayan Balsam. Inspectas will look to utilise green netlon fencing to ensure no disturbance or transference occurs.

Identified Risk: Himalayan Balsam is developing within 1m of a watercourse.

Strategy: Inspectas will apply for an AquaHerb01 licence from the Environment Agency that will give us permission to use herbicides within 1m of the watercourse.

Identified Risk: Himalayan Balsam has created a mono culture to the area pushing out native vegetation and flora.

Strategy: The result objective of the management plan will be in the first instance to kill all growing plants to prevent any further seed production and to follow this up through monitoring through each growing season to deal with any regrowth. The ultimate result objective of the management plan is to physically exhaust the seed bank so that no further growth is seen to the highlighted areas.

Advisory Note: Future Building And Landscaping Works

Strategy: Should you consider extending the building and/or constructing new buildings and permanent structures at any point, any Himalayan Balsam present within the footprint of any proposed building works would have to be excavated and removed to a licensed landfill site.

SURVEY PHOTOGRAPHS

Image 1 – Overview of the Himalayan Balsam Infestation.



Plant has developed a monoculture in which native species are being outcompeted for soil space with the problem being specific to the boundary areas of the site. Inspectas will put in place a Management Plan to remediate the identified issues.

PROPOSED REMEDIATION STRATEGY

Inspectas work proactively to ensure projects are delivered on time and to budget. For this reason, we offer fixed price quotations that are tailored to the specific needs of your home, commercial property or site.

Following discussions on the remediation options available during the site survey, Inspectas Land Remediation, in line with the clients decision to remediate the issue via herbicidal control, propose to employ a **5-year herbicidal in situ management plan**.

Pros

- Cost effective solution versus mechanical excavation.
- Helps prevent the infestation from spreading out by reducing the plants ability to develop further.
- Simple and structured approach to administer the herbicide.

Cons

- Can take multiple years to achieve full control when mature infestations are identified.
- Not suitable as a single solution when future development plans involve the disturbance or movement of soil.
- Any development or construction works currently underway cannot continue in areas containing Himalayan Balsam. This could result in the infestation spreading to other parts of the site or indeed off-site.
- The use of certain herbicides is restricted near waterbodies and protected vegetation.

Timescales associated with the proposed herbicidal programme is dependent on the areas of infestation being left undisturbed for the duration of the proposed works. The client should also notify all relevant parties that the cutting down/pulling out of any Himalayan Balsam is not permitted during the treatment programme as to do so could cause new infestations to occur.

PROPOSED SCOPE OF WORKS

When considering how to develop an optimal management plan for the removal of Himalayan Balsam the following factors were taken into consideration:

- Timeframe in which the work needs to be completed.
- The suitability of different treatment options.
- Structural or environmental features that might affect control action, such as proximity to watercourses, desired vegetation and built structures.

The use of herbicides is widely considered to be an effective way to control and manage the spread of Himalayan Balsam.

Based on consideration of these factors Inspectas propose to carry out the following works to ensure removal of Himalayan Balsam in the following time frame:

Visit	Year	Activity	Month	Completed
1	2021	Site Setup + Herbicides	June	28/06/2021
2	2021	Herbicidal Application	August	13/08/2021
3	2021	Herbicidal Application	October	08/10/2021
4	2022	Winter Clearance + Site Audit	Jan - Feb	21/01/2022
5	2022	Herbicidal Application	March	23/03/2022
6	2022	Herbicidal Application	August	08/08/2022
7	2022	Herbicidal Application	September	06/09/2022
8	2023	Herbicidal Application	May	19/05/2023
9	2023	Herbicidal Application	July/August	
10	2023	Herbicidal Application	September/October	
11	2024	Herbicidal Application	May/June	
12	2024	Herbicidal Application	July/August	
13	2024	Herbicidal Application	September/October	
14	2025	Herbicidal Application	May/June	
15	2025	Herbicidal Application	July/August	

16

2025

Herbicidal Application

September/October

ACCREDITATIONS



The PCA is the only approved and respected governing body of the Japanese Knotweed and Invasive Weeds Industry. Contractor members are licensed under the Government's TrustMark Scheme, as the PCA are a TrustMark Scheme Operator with all members being required to adhere to a formal Code of Conduct.



NPTC's aspire to promote competence and professionalism in the workforce of land-based and related industries by the encouragement of continuous learning and the recognition of skill.



Constructionline is the UK's largest certified pre-qualification database, saving the construction industry over £500 million a year in administration. Already used by over 60% of local authorities, constructionline reduce duplication and save time and money by encouraging organisations to use a single source for pre-qualification.



Safe contractor is an accreditation scheme that assesses the health & safety competency of contractors and service providers. Clients have a legal obligation to ensure that external contractors and service providers working on their premises operate in a safe way.



CHAS have assessed and approved Inspectas health and safety systems and processes. CHAS is established as the market leader for health and safety pre-qualification in the UK. It is a non-commercial scheme available to suppliers and to organisations looking for suitably competent suppliers.





TRUSTMARK
Government Endorsed Quality

This is to certify that

Inspectas

is a TrustMark Registered Firm through the
Property Care Association



Registered Trade(s): Japanese Knotweed Control & Eradication.

Signed

Chief Executive
TrustMark (2005) Limited

Issue Date: 29/04/2019 Valid only with PCA membership

www.trustmark.org.uk



This is to certify that

Inspectas Compliance Ltd

is a Member of the Property Care Association

Membership number: 5958


Stephen Hodgson
Chief Executive Officer

2021

January – 31st December 2021

DESCRIPTION OF THE MANAGEMENT PLAN

The management plan should be implemented to control and prevent the spread of Himalayan Balsam and/or other invasive weeds on and out of the site. This plan details the identified problems together with the remedial and management works proposed and/or implemented. The management plan will be overseen by the Site Manager, and in their absence, his deputy. The management plan, its appendices and revisions shall be kept for future site owners.

Preventing Further Spread:

- Where possible all areas affected by Himalayan Balsam should be fenced off and isolated from any activities on site immediately to avoid potential knotweed spread.
- The fencing should be erected at least 2 metres away from any visible growth, where possible, to protect rhizomes close to the surface from disturbance
- No material is to leave site from the contaminated areas, except as part of specially supervised invasive weed treatment works.
- No new materials should be stored in, or adjacent to infected areas. Where there is a high risk of infestation from neighbouring land, the landowner should be contacted, and a co-ordinated treatment programme should be agreed.

Site Considerations:

The procedure for controlling and eradicating infested areas will be undertaken following best practice guidelines.

Strategies for the management of Himalayan Balsam are dependent on the following factors, for example:

- Proximity to water
- Sensitivity of the site
- Sensitivity of other species growing in the vicinity
- Size of the infestation
- Site size, location
- Timing of treatment
- Proximity of tree roots
- Site access
- Costs
- Time available for treatment
- Public access

HOW ACTIONS WILL BE EVALUATED

Prior to commencement of the proposed works a baseline survey of the entire site will need to be undertaken by a suitable qualified invasive weed specialist. Although this site management plan seeks to ensure that all infested soils are dealt with in line with current legislation to ensure that no viable materials remain. There always remains the risk that some viable Himalayan Balsam material will be left remaining on site or may be carried back to the site from an additional source.

As herbicidal control of the Himalayan Balsam is the preferred solution to remediate the problem the application of herbicides will be carried out by a qualified professional taking the appropriate advice from a BASIS registered supplier.

Upon completion of every visit our qualified professional will ensure that all herbicides used are logged in line with best practices

Spray Record Sheet - **Inspectas Land Remediation.** Date : / /

Operator Name:

Site Address:

Job Ref:

Reason For Treatment

Weather

Rain

Heavy

Moderate

Light

Showers

Adjacent Water Yes / No

AqHerb01 Yes / No

Wind Direction N S E W

Temperature (C)

Product name :	Application Rate:	Nozzle type:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;

Photographic evidence will be recorded on each visit and this information will be stored centrally with the job pack and also within this management plan.

WORKS TO BE ACTIONED

The application of herbicide to Himalayan Balsam marked in Map 1 of the proposal document.

These actionable works will be carried out by mechanical and non-mechanical methods.

Special Note:

Soil contaminated with Himalayan Balsam are classed as controlled waste. Himalayan Balsam is listed as a noxious weed under Schedule 9 Part II Section 14 of the Wildlife and Countryside Act, 1981. Under Section 14, if any person plants or otherwise causes to grow in the wild any plant, which is included in Part II of Schedule 9, he shall be guilty of an offence.

Other laws that regulate the plant are:

- The Environmental Protection Act 1990
- The Environmental Protection (Duty of Care) Regulations 1991
- Anti-social Behaviour, Crime and Policing Act (ASBO) 2014

All operatives to wear the correct PPE; hard hat, gloves, steel toe capped boots with mid-sole protection (no rigger boots) and yellow PPE to EN471 to a minimum.

Access:

- Upon access to the client's land/property Inspectas will introduce themselves acknowledging their presence on site if required, otherwise works will begin.
- Parking will be situated on-site. If permits are required these need to be provided for the relevant technician.

OPERATIONAL ACTIVITIES

At this point works will commence.

Any equipment used by Inspectas is fully tested, maintained and complies with all current standards and legislation. All operators will have the correct and suitable PPE.

Special attention and training will be given to all operators regarding manual handling at work:
<https://www.hse.gov.uk/msd/manual-handling/index.htm>

Technician to erect netlon fencing to prevent disturbance and transference of Himalayan Balsam.

Herbicide Treatment Procedure.

A treatment of herbicide must not be carried out in adverse weather conditions as this will negate the effectiveness of the herbicide.

- Treatment must not be applied in rain, strong winds or high temperatures.
- Temperatures are classified as follows: Cold <7, Cool 8 – 13, Warm 14 – 18, Hot 19 + and Extreme 30+.
- Wind strength will be defined as: None, Light Breeze, Moderate and Strong.

Inspectas will be responsible for the management of the Himalayan Balsam infestation marked red on Map 1, by herbicide treatment. Map 1 will be updated should additional plants present themselves.

Transportation of the chemical will be via a lockable chemical safe that will always be stored on the vehicle with the keys to the safe located on the Inspectas technician.

A bunded mixing station and spill kit will be located on the vehicle, in the case of a spillage please refer to ILRCO03, ILRCO04, ILRCO05, ILRCO06 ILRCO07 and ILRCO08 in accordance with Inspectas emergency procedures.

The designated operative will have a minimum of a PA1 and PA6 qualifications in (Safe handling and use of pesticides) and (Safe Application of Pesticides using Pedestrian Hand-Held Equipment).

METHOD STATEMENT

Method Statement

Description of Works	To eradicate Invasive Weeds as noted in Map 1 of the proposal.	Start Date	28/06/2021
		Finish Date	
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Key Personnel	Surveyor - Andrew Ford (CSJK)		
	Technician - Richard Mason - Pa1 & Pa6		
Plant Machinery & Tools	Knapsack sprayer		
	Shovel / Rake / Brush / Stanley knife / Hammer / Road pins/pliers		
Health & Safety Measures	Correct PPE, Fencing, Signage		
Sequence of works	1 - Agree Management Plan with client.		
	2 - Implement prestart procedure.		
	3 - Inspect all areas for signs of IW.		
	4 - Contain areas of infestation.		
	5 - Application of herbicides in line with spray protocol.		
	6 - Treat re-growth.		
	7 - Monitor re-growth		
	8 - Issue warranty when no regrowth is observed.		
	9 - Conduct monitoring visits.		
Emergency Procedures	ACCIDENT – Report immediately to site supervisor and record in company Health and safety handbook. LOCATION OF NEAREST HOSPITAL A&E: Rochdale Infirmary , Whitehall St, Rochdale OL12 0NB		

UPDATE REPORTS

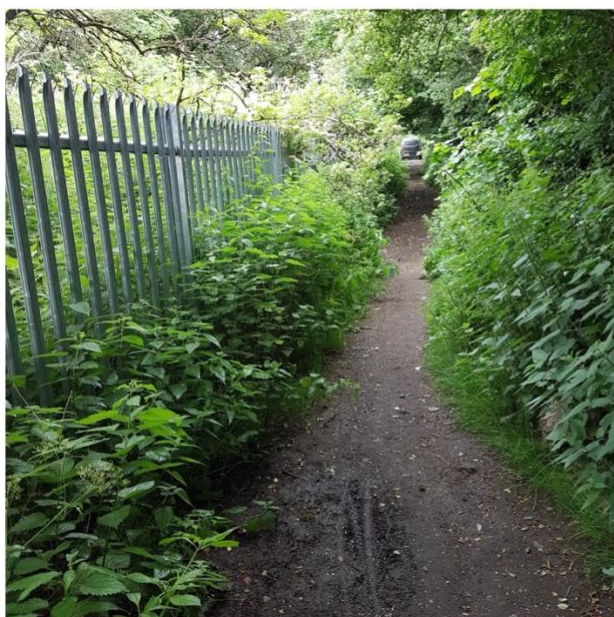
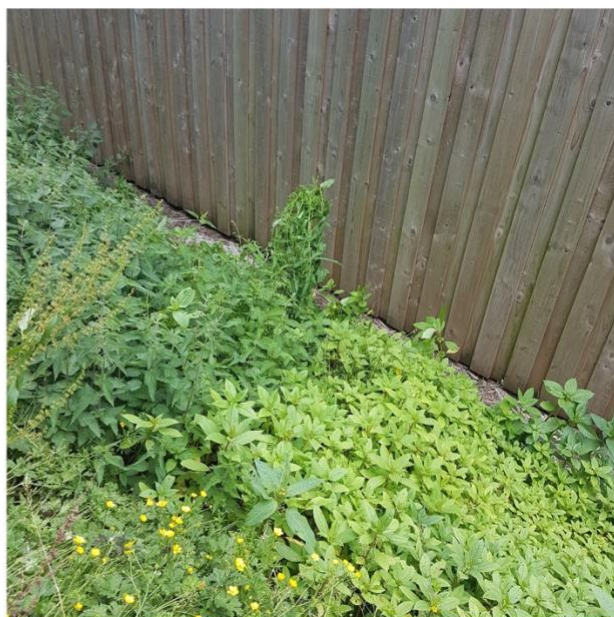
For each technical visit Inspectas will complete an update report that will include providing the spray record sheet that will detail all herbicides used along with site photographs that will act as a visual record of the works completed. This section will act as a diary noting all activities completed on site and will be issued at the end of each year.

Update Report

Inspectas Ref:	JP1102AF	Date	28/06/2021
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/spray suit/nitrile gloves/ face shield) Weather Conditions: Good, Standard pressure used. Accessed site and worked around site through thick vegetation spraying low level HB only noticing one plant that had flowered.		
Effectiveness of Control Actions			
New Site Features	N/A		
New IW Infestations	Noted a large infestation of JK 8m-9m off the clients land on council land.		

Spray Record Sheet - **Inspectas Land Remediation**. Date : 28/06/2021

Operator Name:		Richard Mason		Weather		
Site Address:		1 Dobfield Road		Rain	Heavy	☐ ☐ ☐ ☐
Job Ref:		JP1102AF			Moderate	
Reason For Treatment		Himalayan Balsam			Light	
					Showers	
Adjacent Water		Yes /	Yes /	Wind Direction N S E W		
AqHerb01				Temperature (C) 19		
Product name :	Application Rate:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;
Roundup Pro 480	20ml/l	1,600ml/l	80L	16l	8:39-14:16	



Update Report

Inspectas Ref:	JP1102AF	Date	13/08/2021
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/spray suit/nitrile gloves/ face shield) Weather Conditions: Good, Standard pressure used. Accessed site and worked around site spraying low level on some large sections of young HB plants.		
Effectiveness of Control Actions	Evidence of good previous herbicidal treatment with re-emergence of young plants.		
New Site Features	N/A		
New IW Infestations	Noted a large infestation of JK 8m-9m off the clients land on council land.		

Spray Record Sheet - **Inspectas Land Remediation.** Date : 13/08/2021

Operator Name:		Chris Dooley		Weather		
Site Address:		1 Dobfield Road		Rain	Heavy	☐
Job Ref:		JP1102AF			Moderate	☐
Reason For Treatment		Himalayan Balsam			Light	☐
					Showers	☐
Adjacent Water		Yes /		Wind Direction	N	S
AqHerb01		Yes /		Temperature (C)	120	E
					W	
Product name :	Application Rate:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;
Roundup Pro 480	20ml/l	300ml	15L	15l		



Update Report

Inspectas Ref:	JP1102AF	Date	08/10/2021
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/spray suit/nitrile gloves/ face shield) Weather Conditions: Good, Standard pressure used. Accessed site and worked around site spraying low level on sporadic re-emergent HB plants.		
Effectiveness of Control Actions	Evidence of good previous herbicidal treatment.		
New Site Features	N/A		
New IW Infestations	Noted a large infestation of JK 8m-9m off the clients land on council land.		

Spray Record Sheet - Inspectas Land Remediation. Date: 08 / 10 / 21

Operator Name: Chris Dooley		Weather Dry	
Site Address: Jared bullock		Rain	Heavy
Job Ref: JP1102AG			Moderate
Reason For Treatment HB			Light
			Showers
Adjacent Water	Yes / ☒ No	Wind Direction	☒ N S E W
AqHerb01	Yes / ☒ No	Temperature (C)	17

Product name:	Application Rate:	Total amount of Product used:	Total amount of water used:	Knapsack / Stem Injector Canister Size:	Start / Finish time:	Other Comments:
Roundup 480	20ml	60 ml	3 litres	Knapsack		



Update Report

Inspectas Ref:	JP1102AF	Date	21/01/2022
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/) Weather Conditions: Cool All dead vegetation cut down on area sprayed last year.		
Effectiveness of Control Actions			
New Site Features	N/A		
New IW Infestations	Noted a large infestation of JK 8m-9m off the clients land on council land.		



Update Report

Inspectas Ref:	JP1102AF	Date	23/03/2022
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/spray suit/nitrile gloves/ face shield) Weather Conditions: Good, Standard pressure used. Accessed site and worked around site spraying low level on young HB plants.		
Effectiveness of Control Actions	Sporadic small leaved HB mainly to the side of the building to the left by the entrance gates and the paddock area to the left of this. Little noted elsewhere at this stage.		
New Site Features	N/A		
New IW Infestations	Noted a large infestation of JK 8m-9m off the clients land on council land.		

Spray Record Sheet - Inspectas Land Remediation. Date : 23/03/2022

Operator Name:	Richard Mason	Weather				
Site Address:	1 Dobfield Road	Rain	Heavy	☐		
Job Ref:	JP1102AF		Moderate	☐		
Reason For Treatment	Himalayan Balsam		Light	☐		
			Showers	☐		
Adjacent Water	Yes /	Wind Direction	N	S	E	W
AqHerb01	Yes /	Temperature (C)	12			
Product name :	Application Rate:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;
Roundup Pro 480	20ml/l	240ml	12L	16l		



Update Report

Inspectas Ref:	JP1102AF	Date	08/08/2022
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/spray suit/nitrile gloves/ face shield) Weather Conditions: Good Sprayed all the infested area.		
Effectiveness of Control Actions	TBC		
New Site Features	N/A		
New IW Infestations	N/A		

Spray Record Sheet - **Inspectas Land Remediation**. Date :08 / 08 / 2022

Operator Name: Chris Dooley

Site Address: Jared Bullock

Job Ref:

Reason For Treatment Japanese Knotweed

Weather

Rain

Heavy

Moderate

Light

Showers

Adjacent Water

/ No

Wind Direction N S E W

AqHerb01

/ No

Temperature (C) 18 degrees

Product name :	Application Rate:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;
Roundup Pro 480	5ml/l	25ml	5 litres	16l		
Mixture B	0.5m/LI	1.25ml	5 litres			



Update Report

Inspectas Ref:	JP1102AF	Date	06/09/2022
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/spray suit/nitrile gloves/ face shield) Weather Conditions: Good Sprayed all the infested area.		
Effectiveness of Control Actions	The plants show good intake from previous herbicidal application		
New Site Features	N/A		
New IW Infestations	NA		

Spray Record Sheet - Inspectas Land Remediation. Date: 05 / 09 / 2022

Operator Name: Chris Dooley
Site Address: Jared Bullock
Job Ref:
Reason For Treatment: Japanese Knotweed

Weather
Rain: Heavy ☐
Moderate ☐
Light ☐
Showers ☐

Adjacent Water: / No
AqHerb01: / No

Wind Direction: N S E W
Temperature (C): 24 degrees

Product name :	Application Rate:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;
Roundup Pro 480	5ml/l 20ml	200ml	10 litres	16l		
Mixture B	1.0 /Ll	10 ml	10 litre			



Update Report

Inspectas Ref:	JP1102AF	Date	19/05/2023
Site Address	Land Adjacent to 1 Dobfield Road, Rochdale, OL163AW		
Control Actions Undertaken	Correct and suitable PPE worn (Gloves/Respirator/Goggles/Steel toe capped boots/spray suit/nitrile gloves/ face shield) Weather Conditions: Good Sprayed all the infested area.		
Effectiveness of Control Actions	Only small growth around the site		
New Site Features	N/A		
New IW Infestations	NA		

Spray Record Sheet - **Inspectas Land Remediation**. Date: 19 / 5 / 2023

Operator Name: Chris Dooley

Site Address: 1 Dobfield Rd, Rochdale, OL16 3AW

Job Ref: JP1102AF

Reason For Treatment JHimalayan Balsam

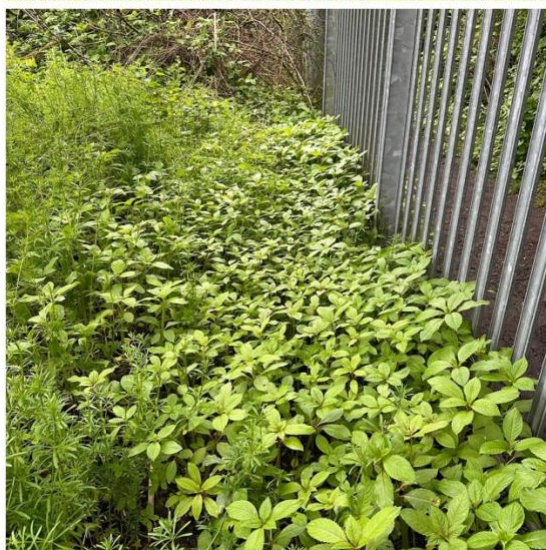
Weather

Rain ☐ Heavy
☐ Moderate
☐ Light
☐ Showers

Adjacent Water / No
AqHerb01 / No

Wind Direction N S E W
Temperature (C) Dry and sunny

Product name :	Application Rate:	Total amount of Product used :	Total amount of water used :	Knapsack / Stem Injector Canister Size :	Start / Finish time :	Other Comments;
Roundup Pro 480	5ml/l 15 ml	300 ml	20 litres	16l		
Mixture B	1.0 /Ll	20 ml	20 litres			



OUR LOCATIONS

Central London

Chester House
1st & 3rd Floors
81 – 83 Fulham High Street
Fulham
SW6 3UH

East Midlands

2 King Street
Nottingham
NG1 2AS

East of England

Unit 21
Old Park Farm
Ford End
Chelmsford
Essex
CM3 1LN

Head Office

Suite 1.11,
Woodhead House,
Woodhead Road,
Centre 27 Business Park,
Birstall Near Leeds,
WF17 9TD

North East

Clavering House
Clavering Place
Newcastle upon Tyne
NE1 3NG

North West

Rodney Chambers
40 Rodney Street
Liverpool
L1 9AA

Scotland

126 West Regent Street
Glasgow
G2 2RQ

South Coast

Enterprise House
Ocean Village
Southampton
Hampshire
SO14 3XB

South East

27 Castle Street
Canterbury
CT1 2PX

South West

The Exchange
Express Park
Bristol Road
Bridgwater
Somerset
TA6 4RR

Wales

Capital Tower Business Centr
3rd Floor
Capital Tower
Greyfriars Road
Cardiff
CF10 3AG

West Midlands

4th Floor
Colmore Gate
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B3 2QD

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Interpretation

1.1 The definitions and rules of interpretation in this Condition shall apply in these Conditions.

'CLIENT' means the person who accepts a quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

'COMPANY' means INSPECTAS COMPLIANCE LIMITED.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company.

'CONTRACT' means the contract for the provision of the services.

"OUTPUT MATERIAL" means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services.

'SERVICES' means the provision of, survey and remediation work or other services for which the company undertakes to perform for The Client under the Contract.

'WRITING' includes electronic mail, facsimile transmission and comparable means of communication.

Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

EXCAVATION PERMIT: a document that must be signed by the Customer or the Customer Representative giving the Company permission to excavate on the Site;

DISTURBANCE: the physical disturbance of vegetation, soils and/or sub-soils;

INSURANCE BACKED GUARANTEE; additional insurance which can be taken out at extra cost covering the Warranty in the instance of insolvency of the Company;

PERSONAL DATA: any data which relates to a living individual who may be identified from such data;

JAPANESE KNOTWEED MANAGEMENT PLAN: a document that sets out the precautions to be followed by the Customer upon completion of the Treatment Programme;

SITE HISTORY: information that the Company relies upon to provide the Customer with a suitable Treatment Programme, including details of any previous herbicide or other treatment of Japanese Knotweed and any other weeds at the Site, details of any previous Disturbance, details of any ecological site restraints such as trees with Tree Preservation Order (TPO) status, or the presence of rare or protected species or habitats;

SITE: the place where the Services are to be performed;

THIRD PARTY AGREEMENT: has the meaning given to it in Condition 7.12;

TREATMENT AREA: the area undergoing the Treatment Programme identified on the map within the proposal.

TREATMENT PROGRAMME: the method used by the Company to control or eradicate Japanese Knotweed and any other weeds;

WARRANTY the Company's insurance-backed promise to the Warranty Beneficiary;

WARRANTY AREA: the area of the Site that is covered under the Warranty, this will also be shown on the plan within the survey document.

WARRANTY BENEFICIARY: the person(s) or legal entity(ies) who have the benefit of the Warranty;

WARRANTY CERTIFICATE: the document embodying the Warranty;

WARRANTY PERIOD: the specified number of years from the date of completion of the Treatment Programme that the Warranty shall remain in force.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.

1.4 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 or following those terms.

1.5 Words in the singular include the plural and, in the plural, include the singular.

1.6 A reference to one gender includes a reference to the other gender.

1.7 A reference to a Condition is to a clause of these Conditions.

1.8 Condition headings do not affect the interpretation of these Conditions.

1.9 These Conditions shall apply both to Customers who are:

(a) business customers; and

(b) consumers.

A Customer is a business customer if the Customer purchases Services from the Company for the purposes of the Customer's business, trade or profession, rather than for private use. All other Customers are consumers. Nothing in these Conditions shall affect the statutory rights of any consumer.

2. Application of terms

- 2.1 The Company will submit a quotation to the Customer which shall remain valid for the period stated in the quotation, or if no period is stated therein, for a period of 90 days from the date on which the quotation was issued.
- 2.2 The Company's quotation will be deemed to have been accepted when the Customer places a corresponding order with the Company.
- 2.3 No Contract shall be deemed to have arisen unless and until the Company accepts the Customer's order in writing.
- 2.4 The Customer acknowledges and agrees that the Company may commence performance of the Services upon issuance of the Company's written acceptance of the Customer's order pursuant to Condition 2.3 above.
- 2.5 Unless otherwise agreed in writing by the Company and subject to any variation under Condition 2.6, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply).
- 2.6 Subject to Condition 2.5, these Conditions apply to the supply of all Services by the Company and any variation to these Conditions and any variation to or representations about any Services shall have no effect unless expressly agreed in writing by the Company.
- 2.7 The following Conditions 2.8-2.13 shall apply if and only if the Customer enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.8 The Customer may cancel a Contract entered into with the Company at any time within the period:
 - (a) beginning when the Contract was entered into; and
 - (b) ending at the end of 14 days after the day on which the Contract was entered into.The Customer does not have to give any reason for the cancellation.
- 2.9 The Customer agrees that the Company may begin the provision of the Services before the expiry of the period referred to in Condition 2.8 (b), and the Customer acknowledges that, if the Company does begin the provision of the Services before the end of that period, then:
 - (a) if the Services are fully performed, the Customer will lose the right to cancel referred to in Condition 2.8;
 - (b) if the Services are partially performed at the time of cancellation, the Customer must pay to the Company an amount proportional to the Services supplied or the Company may deduct such amount from any refund due to the Customer in accordance with the exercise of the right to cancel referred to in Condition 2.8.
- 2.10 In order to cancel a Contract on the basis described in Condition 2.8, the Customer must inform the Company of the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.11 If the Customer cancels a Contract on the basis described in Condition 2.8, the Customer will receive a full refund of any amount the Customer paid to the Company in respect of the Contract, subject to the requirements of Condition 2.9.
- 2.12 The Company will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 2.13 The Company will process the refund due to the Customer as a result of a cancellation on the basis described in Condition 2.8 without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 2.14 The Company reserves the right to cancel the contract after the first technical visit if any issues have arisen which were not identified in the original survey.
- 2.15 Without limiting any of the provisions of Condition 2.14, the Customer may re-schedule any visit detailed within any Treatment Programme, subject to any minimum notice period stipulated by the Company and/or the payment of any additional charges which may be required under Condition 4.3.
- 2.16 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition 2.17 shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.17 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they shall not form part of the Contract.
- 2.18 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Obligations of the parties

- 3.1 The Company warrants (subject to the other provisions of these Conditions) that the Services will be performed in accordance with the Contract and with reasonable skill and care.
- 3.2 Subject to any separate obligation of the Company under the Warranty, the Company's liability pursuant to Condition 3.1 shall be limited to re-performing any Services found not to have been performed with reasonable skill and care, provided that the deficiency in the performance of the Services is notified to the Company within 72 hours from completion of performance of the Services; otherwise, the Services shall be deemed to have been satisfactorily performed.
- 3.3 The Company shall use its reasonable endeavours to meet any performance dates specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4 Prior to supplying the Services to the Customer, the Company will undertake a Site survey. The Customer acknowledges and agrees that the Company shall be entitled to rely upon the results of any such survey in determining the Company's obligations under the Contract and that any conditions (or variations thereto) at the Site which were not reasonably apparent to the Company at the time of the survey (or which occur or manifest themselves thereafter), shall be treated as a variation to the Contract for which the Customer agrees to assume sole liability, including any and all liability for any additional costs, charges or expenses.
- 3.5 When the Company carries out a Site survey, the Company will endeavour to collect accurate data based upon a non-intrusive visual inspection of the Site. The Customer acknowledges that it is not possible for the Company to precisely identify the area and volume of infested soils at the Site without deploying intrusive inspection methods, which would not be in the Customer's best interests. Accordingly, the Customer agrees that where areas or volumes of infested soils at the Site are specified by the Company during or following any survey, any such areas or volumes so specified are only estimates which have been arrived at using the Company's professional judgment and may subsequently be revised.
- 3.6 The Customer shall Disclose any and all Relevant Facts which may affect the Company's obligations hereunder (including the Company's selection of Treatment Programme) as soon as the Customer is aware or becomes aware of any such Relevant Facts. If it becomes apparent at any time that any and all Relevant Facts have not been Disclosed, or are incorrect, inaccurate or incomplete, the Company will notify the Customer and will apprise the Customer of any additional costs, charges or expenses which may be payable, for which the Customer will be solely liable.
- 3.7 Subject to and without limiting the generality of the provisions of Conditions 3.4 - 3.6, the Company shall be entitled to make the following assumptions and to levy additional charges if any such assumptions prove to be incorrect:
- (a) the estimated area or volume of knotweed identified in the Company's quotation reflects the conditions existing at the Site as at the date of the survey of the Site by the Company (with any increase in said area or volume that could not reasonably be foreseen by the Company to be treated by the Company subject to the payment of additional costs, charges or expenses by the Customer);
 - (b) the existing condition of the Site shall be deemed to be the condition of the Site existing as at the date of the survey of the Site by the Company and no works within 7 metres of any area of visible knotweed shall have taken place prior to commencement of performance of the Services, unless otherwise agreed by the Company in writing; and
 - (c) where the Company deploys physical removal methods in its choice of Treatment Programme:
 - (i) *infested soils will not be contaminated with other materials that put human health or the environment at risk;*
 - (ii) *all infested soils can be physically excavated without the work being prevented or constrained by underground obstructions, including any underground services, tanks, or tree roots; and*
 - (iii) *no groundwater will be encountered during excavation.*
- 3.8 With respect to the Company's attendance at the Site, the Customer shall, at its own cost:
- (a) ensure that the Customer Representative provides the Company with all information, co-operation and support and access to such facilities, resources and utilities at the Site as may be required to enable the Company to carry out its obligations to the Customer;
 - (b) where any excavation is to take place on the Site permission to excavate and confirmation that there are no underground services are present needs to be given; the Customer Representative can do this by signing the Excavation Permit or confirming by email to the Operations Manager prior to commencement of the works;
 - (c) be responsible for preparing and maintaining any relevant part of the Site for the performance of the Services and for reinstating any such part of the Site and undertaking any required making good and clean-up work once performance of the Services has been completed;
 - (d) provide facilities at the Site for the off-loading and storage of the Company's tools, equipment, plant and materials in a secure area protected from theft and damage and shall be solely responsible for the safekeeping of the Company's tools, equipment, plant and materials whilst the same are stored at the Site;
 - (e) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the performance of the Services and be solely responsible for ensuring the safety of any and all persons who are or may be present at the Site during the performance of the Services, including restricting access to those areas of the Site where the Services are or are to be performed to those individuals engaged in performing the Services;
 - (f) provide prompt and unobstructed access to and egress from the Site;
 - (g) report any unusual conditions or obstacles to the performance of the Services at the Site to the Company;
 - (h) Ensure that there is no Disturbance to the Treatment Area for the duration of the Treatment Programme;
 - (i) at all times during the performance of the Services ensure, insofar as it is reasonably practicable to do so, that other trades or operations are not undertaken on that part of the Site where the performance of the Services is to take place, so as to ensure that the Services can be performed in one continuous, uninterrupted operation during the Company's normal working hours;

- (j) be responsible (other than for statutory obligations placed solely on the Company) for obtaining all consents, permissions, easements and licences required for the performance of the Services in accordance with these Conditions and for complying with all Statutes and Orders, Regulations and By-Laws which are applicable at any time to the Services and shall indemnify and keep indemnified the Company against any actions, proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this Condition 3.8 (i); and
- (k) where requested to do so by the Company, effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount.

- 3.9 The Customer shall at its own expense provide the Company with all Input Material within sufficient time so as to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy and completeness of all Input Material provided.
- 3.10 All treated soil must be retained on site after any Treatment Programme has been completed, since the classification of the soil will need to be determined by taking detailed soil samples prior to the removal of the treated soil from the Site. This process will be undertaken at the Customer's sole cost and expense.
- 3.11 The Customer shall not, without the prior written consent of the Company, at any time from the date of commencement of the Contract to the expiry of 12 months after the last date of supply of the Services or termination or expiration of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 3.12 Any consent given by the Company in accordance with Condition 3.12 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.

4. Contract Price

- 4.1 The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.
- 4.2 The Company reserves the right by giving notice to the Client at any time before commencement of the Service, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 4.3 Value Added Tax ("VAT") will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided The Company has been notified of the Client's VAT registration number. If the Client is not registered or The Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.
- 4.4 Without limiting the application of any provision of Conditions 3.4-3.7, the Company reserves the right to increase the Contract Price to reflect any increase in costs, charges or expenses to the Company which is due to:
 - (a) any factor beyond the control of the Company (including any increase in the costs of labour, materials or other costs of supply);
 - (b) anything which adversely affects or alters any obligation of the Company hereunder;
 - (c) any change in performance dates or times for the Services which is requested by the Customer and accepted by the Company; or
 - (d) any other cause attributable to the Customer, including any delay caused by the Customer, or any failure of the Customer to give the Company adequate, accurate or complete information or instructions.
- 4.5 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.

5. Payment

- 5.1 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds Sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.2 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 5.3 Cancel the Contract or suspend any further provisions of the Services to the Client. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.
- 5.4 Under The Late Payment of Commercial Debts (Interest) Act 1998, charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above (Barclays Bank) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- 5.5 charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

6. Confidential information and Intellectual property rights

- 6.1 The property, and any copyright, design rights or other intellectual property rights in any Output Material shall, unless otherwise agreed in Writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes of utilising the Services by way of an exclusive licence, subject to payment in full of all sums payable under this contract.
- 6.2 Any information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose by law or by statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 6.3 The Output Material is prepared exclusively for the Client for the purposes of the Contract and may not under any circumstances be used by any third party. The Company is not liable for any Output Material so used and the Client shall indemnify the Company against all liability and loss, damages and expenses awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material.
- 6.4 While the Company is not aware, to the best of its knowledge, that any Output Material is in infringement of any design rights, copyright or other intellectual property rights of any third party, it does not give any particular warranty in this respect.

7. Limitation of Liability, Warranty and Indemnity

- 7.1 Subject always to any additional limitation of the Company's liability elsewhere in these Conditions, this Condition 7 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
 - (a) any breach of the Contract;
 - (b) the supply of the Services and any use made by the Customer of the Services, the Output Material, or any part of them or it; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 7.2 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 7.3 With respect to the Company's liability hereunder, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.4 Nothing in these Conditions limits or excludes the liability of the Company:
 - (a) for death or personal injury resulting from its own negligence; or
 - (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Company; or
 - (c) for any liability incurred by the Customer as a result of any breach by the Company of the conditions implied by section 2 of the Supply of Goods and Services Act 1982.
- 7.5 Subject to Condition 7.3 and Condition 7.4:
 - (a) the Company shall not be liable for:
 - (i) *loss of profits; or*
 - (ii) *loss of business; or*
 - (iii) *depletion of goodwill and/or similar losses; or*
 - (iv) *loss of anticipated savings; or*
 - (v) *loss of goods; or*
 - (vi) *loss of contract; or*
 - (vii) *loss of use; or*
 - (viii) *loss or corruption of data or information; or*
 - (ix) *any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and*
 - (b) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the Contract Price and no individual liability shall attach to any claim.
- 7.6 Without limiting the application of the foregoing provisions of this Condition 7, the Company will provide the Customer with a Warranty which covers the costs of any remedial work required to be undertaken by the Company to eradicate any regrowth of Japanese Knotweed within the Warranty Area during the Warranty Period, where the regrowth is consistent with the original survey carried out by the Company. The extent of coverage under the Warranty shall not exceed the Contract Price.
- 7.7 The Warranty shall be automatically validated upon receipt of full payment of the Contract Price, together with all and any additional amount(s) payable to the Company for the Warranty.
- 7.8 The Warranty Area and the Warranty Period will be specified on the Warranty Certificate.
- 7.9 The Warranty Beneficiary will be specified on the Warranty Certificate. The Warranty may be transferred however may not be assigned from the Warranty Beneficiary without the prior written consent of the Company.

- 7.10 Any claim under the Warranty shall be subject to any conditions stipulated in the Warranty. In addition, in order to make a claim on the Warranty, the Customer must, at its own cost:
- (a) notify the Company promptly following the emergence of any regrowth;
 - (b) provide the Company with all required information, co-operation and support, together with full, unencumbered access to the Site and to such facilities, resources and utilities as may be required to enable the Company to carry out its obligations to the Customer;
 - (c) comply with the requirements specified within the Post Treatment Management Plan; and
 - (d) comply with any reasonable requirements of the Company relating to security at the Site, environmental audits of the Site, the use of the Site and certain activities taking place at the Site, including fly tipping.
- 7.11 The Warranty shall not cover the following matters:
- (a) the repair of any damage to buildings or building works and any indirect or consequential losses that may be incurred by the Warranty Beneficiary or any other third party (whether or not incurred as a result of remedial works undertaken under the Warranty);
 - (b) any regrowth or new infestation directly or indirectly attributable to the intentional or unintentional import of new knotweed infested material to the Site by human activity;
 - (c) any regrowth or new infestation directly or indirectly attributable to the import of new knotweed infested material (rhizome or vegetation) to the Site by natural means, including import by flood and normal water flow or by animal carriage.
- 7.12 Without prejudice to the provisions of Condition 2.1, the Company shall not be deemed to have any knowledge of the existence of, or of any of the terms and conditions of, any contract entered into between the Customer and any third party (a Third Party Agreement) notwithstanding that the Customer may have brought said Third Party Agreement to the Company's attention and the foregoing shall apply even if the Company is acting as the Customer's subcontractor under the Contract. Without limiting the generality of the foregoing:
- (a) the Company shall not be deemed to be a party to the Third-Party Agreement;
 - (b) none of the terms and conditions of the Third-Party Agreement shall be deemed to be incorporated into the Contract;
 - (c) no act or omission of the Company shall be deemed to cause or contribute to any breach by the Customer of any provision of the Third-Party Agreement;
 - (d) no terms and conditions of the Third-Party Agreement nor any obligation of the Customer or the third party under the Third Party Agreement (including any payment obligation of either) shall be deemed to affect, eliminate or diminish any obligation of the Customer or right of the Company under the Contract.
- 7.13 The Customer shall hold the Company harmless and keep the Company fully and promptly indemnified against all direct, indirect or consequential liabilities to the extent that any such liabilities arise directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.

8. Data Protection

- 8.1 Personal data (as the same is defined in the Data Protection Act 1998) relating to the Customer or the Customer's employees acquired by the Supplier will be processed by the Supplier in connection with the Services which will include details such as phone numbers and email addresses for accessing the treatment areas, phone numbers and email addresses for invoicing and phone numbers to enable the identification of callers to the office. The Customer has the right to opt in or out of any marketing communication, this can be done verbally by calling the Head Office or via email to info@inspectaslr.co.uk. Our full data protection principles can be found by visiting: <https://inspectaslr.co.uk/wp-content/uploads/2020/01/Inspectas-LR-website-privacy-notice-FINAL.pdf>

9. Termination

- 9.1 Either party shall be entitled to immediately terminate the Contract on giving written notice to the other if:
- (a) the other party commits any material breach of any of these Conditions and in the case of such a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied (for the avoidance of doubt any late payment or failure to pay by the Customer any sums due shall be deemed a material breach); or
 - (b) an incumbrancer takes possession, or a receiver is appointed over any of the property or assets of the other party; or
 - (c) the other party makes a voluntary arrangement with its creditors or becomes the subject of an administration order; or
 - (d) the other party has a bankruptcy order made against it or goes into liquidation (except for the purposes of amalgamation, reconstruction or another reorganisation); or
 - (e) the other party ceases or threatens to cease to carry on its business.
- 9.2 Termination of the Contract shall be without prejudice to any accrued rights and remedies of either party.

10. Force majeure

The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, Act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any suppliers or subcontractors.

11. Changes

- 11.1 Notwithstanding the provisions of Condition 2.6 (which shall not apply to this Condition 11), the Company reserves the right without prior approval from or notice to the Customer to make any changes to the Services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Services.

12. General

- 12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby
- 12.4 The Contract shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.