



KNOTWEED ERADICATION

— Specialist Weed Control & Consultants —

REPORT FOR

**GLEESON HOMES
QUEEN VICTORIA STREET
ROCHDALE
OL11 2HF**

KNOTWEED ERADICATION

NEW INN FARM

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Date	20 th July 2017
Inspected by	D Nightingale
Checked by	J Howard
Authorised by	D Nightingale
Project	Queen Victoria Street
Report number	1841A

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.

Knotweed Eradication Report

Consultation - Site Surveys – Program Of Works – Risk Assessment – COSHH Assessment – Cost Effective MAPP Approved Methods and Product/Solutions – N.P.T.C Qualified Operatives – User and Environmentally friendly.
A Division of Helmrig Ltd

Site Inspection at Queen Victoria St, OL11 2HF For Gleeson Homes

Requested by Aiden Lord, the site was inspected on 19th July 2017 by Danny Nightingale of Knotweed Eradication to confirm the presence of Japanese Knotweed as detailed in the Weeds Act 1959 and the Wildlife and Countryside Act 1981 section 14(2) (as amended). This report and quotation has been compiled on 20th July 2017 and is valid for 30 days from compilation date.

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Knotweed Eradication Specialist Weed Control Consultants

Caring For the Environment Today

“The Complete Solution to Invasive Weed Control That Embraces the Legal and Statutory Requirements to Eradicate the Problems and Prevent Costly Prosecution”

1. **Objective**

- 1.1 To inspect the site for the presence of Japanese knotweed (*Fallopia Japonica*), report the findings and propose a solution to any infestation found on site.

2. **Findings and requirements**

- 2.1 Site consists of a former educational facility demolished to ground level with proposal for re-development for residential properties.
- 2.2 Surrounding area consists of further residential properties to the west, Queen Victoria st to the north, playing fields to the east and public footpath and park land to the south.
- 2.3 The site was inspected in July 2017 during the main growing season with visible evidence of knotweed being identified in two areas.
- 2.4 Japanese Knotweed is located along the boundary of the site in the south eastern corner of the site in what is proposed to be a road way and shared drive. It is expected that the timescale will allow for some herbicide treatment to be undertaken to reduce the vigor of the infestation with a reduced level excavation and installation of specialist geomembrane being utilised, rather than full dig and dump. Excavated material will be removed from site to licensed landfill as part of remediation works
- 2.5 Approx. OS co-ordinates for the location of the knotweed as size of visible infestation.

Area 1: SD 90329 11366
Area 2: SD 90324 11364
- 2.6 It is proposed that the site is to be developed into residential housing, however it has been indicated that due to the timescale of the proposed development knotweed material will be excavated and removed from site to licensed landfill. Costs shown are based on material being classed as inert containing knotweed spoil unless otherwise stated and subject to alteration should other sources of contamination be found during site investigations. Chemical analysis of the soil will be required prior to any off site removal being undertaken.
- 2.7 Initial herbicide treatments will consist of stem injection or foliar applications of herbicide with chemical selection being made dependant on the location of the knotweed and nature of any surrounding desirable vegetation. Whilst every effort will be made to retain as much desirable vegetation as possible no responsibility can be taken for any loss or damage.
- 2.8 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.
- 2.9 Please note: soil material will continue to be classed as contaminated even after completion of the knotweed treatment programme and if removed from site must be done so in accordance with current waste regulations by a licensed carrier to an appropriate receiving facility.

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 knotweed is identified on adjacent land, owners should be informed so that appropriate actions can be taken to prevent re-infestation.

4. Proposed Method Of Treatment

- 4.1 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.
Blaster Pro	15752	Amenity Grassland.

- 4.2 Knotweed growth will be monitored and treated over the 2017 growing season. Knotweed material will be excavated by the client 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 an appropriate waste facility. A geotextile membrane will be installed and further monitoring of the area will be carried out. Should access to the area be required during this treatment period advice should be sought prior to entering the area.

5. **Programmed Work:**

- Monitor and treat knotweed 2017
- Excavation of contaminated material
- Removal of contaminated waste.
- Installation of root barrier
- On- going monitoring
- Warranty period

6. **Quotation For The Programme Of Work:**

- | | |
|------------------------------------|-----------------------|
| • Monitor and treat knotweed 2017 | 3 visits @ £295/visit |
| • Excavation of knotweed | by client |
| • Supervision of excavation | 5 day @ £415/day |
| • Removal of contaminated material | 50 loads @ £455/load |
| • Install root barrier | 585m2 @ £11/m2 |
| • Monitor and treat knotweed 2018 | 2 visits @ £240/visit |
| • Monitor and treat knotweed 2019 | 2 visits @ £240/visit |
| • Warranty period | |

Estimated Total Cost £33,105

- All prices exclude VAT, which will be added at the appropriate rates
- Invoiced monthly after each visit

7. 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

8. Next Steps:

- 4.1 Thank you for giving Knotweed Eradication the opportunity to provide its consultancy services quotation 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 Japanese Knotweed 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 Danny Nightingale 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

9. Warranty Period

- 9.1 Following completion of the treatment programme, a minimum 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. In the event that knotweed regrowth is identified in years 4 and 5 of the warranty then cover will automatically be extended until such time as two consecutive seasons without knotweed regrowth have been observed.

10. Insurance Backed Guarantee

- 10.1 As members of the Property Care Association Knotweed Eradication are able to offer an extended insurance backed policy to individual property owners on a plot by plot basis. Please note that this policy would be subject to a further 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 plus two years monitoring with no regrowth.

- 10.2 The policy covers the property rather than the owner and is transferable to the new owner should the property be sold (administration fee may apply)



- Site boundary
- JK within site
- JK Beyond site to be treated
- JK Beyond site not to be treated
- Himalayan Balsam
- Giant Hogweed
- 7 Meter Buffer Zone



Head Office: New Inn Farm, Dawson Lane, Leyland
PR25 5DB
Web: www.knotweederadication.co.uk Email:
info@knotweederadication.co.uk
Date: 20th July 2017
Client: Gleeson Homes
Project Ref: 1841A
Site: Queen Victoria Street
Scale: NTS

KNOTWEED ERADICATION
New Inn Farm, Dawson Lane, Leyland PR25 5DB
Tel: 01772 621013 Fax No 01772 623658 Email: info@knotweederadication.co.uk

ACCEPTANCE FORM

I/we confirm our acceptance of the programme of works and associated quotation as described in the report ref 1841A dated 20th July 2017

NAME COMPANY NAME (If applicable) ADDRESSPost code..... Tel: Email address 24 Hour Notice YES / NO 48 Hour Notice YES / NO CONTACT.....
--

INVOICE ADDRESS (if different from above) Post code..... Order/Invoice Ref
--

<u>Cancellation terms:</u> 30 Days in writing – applicable to both parties <u>Payment terms:</u> Payment within 30 days from invoice date

SIGNED NAME Position in Company (if applicable) Date:
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14. Terms of Business

Please read these Terms of Business carefully, as they set out our and your legal rights and obligations in relation to our services.

1. Definitions and interpretation 1.1 In these Terms of Business: “Business Day” means any week day, other than a bank or public holiday in England; “Business Hours” means between 8:00 and 17:00 on a Business Day; “Charges” means the charges specified in the Specification payable by the Customer to the Supplier, which may be varied in accordance with Clause 8; “Consumables” means the commercial consumables used by the Supplier in the course of providing the Services “Customer” means the customer for Services under an Engagement as specified in the Specification; “Customer Representatives” means the persons specified as such in the Specification; “Effective Date” means, in relation to an Engagement, the date when the Supplier receives a copy of the Specification relating to that Engagement signed by the Customer (such Specification having been previously signed by the Supplier and sent to the Customer) providing the signed Specification is received by the Supplier within the period of 30 days following the date of signature of the Specification by the Supplier; “Engagement” means a contract between the Supplier and the Customer for the supply of Services incorporating these Terms of Business and a Specification, and any amendments to such a contract from time to time; “Equipment” means the grounds maintenance equipment used by the Supplier in the course of providing the Services; “Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including extreme weather conditions, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars); “Sites” means the site or sites of the Customer where the Services will be provided by the Supplier, as specified in the Specification; “Minimum Term” means the period specified as such in the Specification; “Services” means the grounds maintenance services supplied by the Supplier to the Customer under an Engagement, details of which are set out in the Specification (or, to the extent that no such details are set out in the Specification, details of which will be agreed between the parties acting reasonably from time to time); “Specification” means the specification of services document (contract) issued by the Supplier to the Customer detailing the scope of the Services and other matters relating to an Engagement; “Supplier” means Knotweed Eradication, a division of Helmrig Ltd, a company incorporated in England and Wales (registration number 1524060) having its registered office at New Inn Farm, Dawson Lane, Leyland, Lancashire PR25 5DB. “Supplier Representatives” means the persons specified as such in the Specification; “Term” means the term of an Engagement. 1.2 In these Terms of Business, a reference to a statute or statutory provision includes a reference to: (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and (b) any subordinate legislation made under that statute or statutory provision. 1.3 The Clause headings do not affect the interpretation of these Terms of Business. 1.4 In these Terms of Business, “persons” include companies, partnerships, limited liability partnerships, unincorporated associations and trusts. 1.5 The ejusdem generis rule is not intended to be used in the interpretation of these Terms of Business.

2. Engagements; Each Engagement will come into force on its Effective Date and will continue in force indefinitely, unless and until terminated in accordance with Clause 12.

3. Services 3.1 The Supplier will supply the Services to the Customer at the site during Business Hours in accordance with the terms of each Engagement. 3.2 The time for delivery of the Services will not be of the essence of the parties' agreement. 3.3 The Supplier may sub-contract the provision of the Services; providing that if the Supplier does sub-contract the provision of the Services, the Supplier will remain liable to the Customer for the performance of the sub-contracted obligations. 3.4 The Supplier may suspend the provision of the Services if the Customer fails to pay by the due date any amount due to the Supplier in respect of an Engagement. 3.5 From time to time during the Term the Supplier may be unable to supply the Services by reason of personnel illness or personnel shortage, in which case: (a) the Supplier will use reasonable endeavours to engage alternative personnel to supply the Services; and (b) subject to the compliance of the Supplier with Clause 3.5(a), the Supplier will not be in breach of the terms of the Engagement by virtue of any failure to supply the Services arising out of such inability. 3.6 The Supplier will ensure that all personnel involved in the provision of the Services at the Sites have: (a) been interviewed by the Supplier; (b) supplied proof of identity and satisfactory references to the Supplier including CRB checking; and (c) have been trained by the Supplier in the use of the Equipment and Consumables.

4. On Site 4.1 The Customer will: (a) provide to the Supplier prompt, safe access to the site as required for the provision of the Services; (b) be responsible for ensuring the health and safety of the Supplier's personnel, agents and subcontractors whilst they are on site; (c) maintain the sites in good order for the supply of the Services, and in accordance with all applicable laws; (d) inform the Supplier of all health and safety rules and regulations and any reasonable security requirements that apply on site; and (e) maintain reasonable insurance cover for the Supplier's personnel, agents and subcontractors whilst they are working on site (including reasonable public liability insurance). 4.2 In the performance of the Services on site, the Supplier shall comply with all reasonable health, safety and security policies and regulations advised by the Customer to the Supplier. 4.3 The Supplier will use reasonable measures to secure any keys (or other access mechanisms) provided by the Customer to the Supplier for the purpose of enabling the Supplier's personnel to enter the Premises.

5. Equipment and Consumables 5.1 the Customer must not use move or otherwise interfere with Equipment or Consumables (if any) stored on the site, save in accordance with the express written instructions of the Supplier 5.2 the Supplier will only use such Equipment and Consumables for the purpose of providing the Services.

6. Customer obligations The Customer will provide to, or procure for, the Supplier any: (a) support and advice; (b) information and documentation; (c) third party co-operation; and (d) governmental, legal or regulatory licences, consents or permits; reasonably necessary to enable the Supplier to discharge its obligations under any Engagement. 6.3 The Customer will indemnify the Supplier and will keep the Supplier indemnified against any and all losses, costs, expenses, damages and liabilities (including legal expenses and amounts paid in settlement of legal claims or proceedings) arising directly or indirectly out of any breach by the Customer of Clause 4.1 or Clause 5.3

7. Representatives The Customer will ensure that all instructions in relation to the matters contemplated in these Terms of Business will be given by a Customer Representative to a Supplier Representative, and the Supplier: (a) may treat all such instructions as the fully authorised instructions of the Customer; and (b) will not comply with any other instructions in relation to the matters contemplated in these Terms of Business without first obtaining the consent of a Customer Representative.

8. Charges and payment 8.1 The Customer will pay the Charges to the Supplier in accordance with the provisions of this Clause 8. 8.2 The Supplier may issue an invoice for the Charges to the Customer at any time after the relevant Services have been delivered to the Customer. 8.3 The Customer will pay the Charges to the Supplier within 30 days of the date of issue of an invoice issued in accordance with Clause 8.2. 8.4 All amounts stated in the Specification or in relation to an Engagement are exclusive of all value-added taxes, which will be added to those amounts and payable by the Customer to the Supplier. 8.5 Charges must be paid by bank transfer or by cheque (using such payment details as are notified by the Supplier to the Customer from time to time. 8.6 If the Customer does not pay any amount properly due to the Supplier in connection with any Engagement, the Supplier may: (a) charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of NatWest Bank from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. 8.7 Notwithstanding alterations to the Specification which will require a new Engagement, the Supplier may elect to vary the Charges by giving to the Customer not less than 30 days' written notice of the variation expiring at the end of any calendar year, providing that any such variation shall not result in a percentage increase in the Charges during the Term in excess of the percentage increase during the same period in the Retail Prices Index (all items) published by the UK Office for National Statistics. 8.8 The Supplier will: (a) ensure that visits to a site are evidenced with tracker reports from vehicles attending the site; (b) retain such records and evidence during the Term and for a minimum period of 12 months following the end of the Term; and (c) supply such records and evidence to the Customer within 10 Business Days following receipt of a written request to do so.

9. Warranties 9.1 The Customer warrants to the Supplier that it has the legal right and authority to enter into and perform its obligations required by each Engagement. 9.2 The Supplier warrants to the Customer that: (a) it has the legal right and authority to enter into and perform its obligations required by each Engagement; and (b) the Services will be performed with reasonable care and skill. 9.3 If the Customer believes that Services have not been provided in accordance with Clause 9.2(b), then the Customer must (a) notify the Supplier promptly; and (b) allow and enable the Supplier to inspect the Sites in question and re-perform the relevant Services. 9.4 All of the parties' warranties and representations in respect of the subject matter of the Engagement are expressly set out in these Terms of Business and in the Specification. To the maximum extent permitted by applicable law and subject to Clause 10.1, no other warranties or representations concerning the subject matter of the Engagement will be implied into these Terms of Business, the Specification, the Engagement or any other contract. 9.5 Any additional services the Supplier makes to the Customer during the specified Warranty Period will only be supplied if all conditions have been fulfilled ie the successful completion of the Engagement, the Customer has met all costs in full, the infestation appears within the previously treated area as specified in the original report .

10. Limitations and exclusions of liability 10.1 Nothing in the Engagement will (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law, and any statutory rights that a party has as a consumer, that cannot be limited or excluded, will not be limited or excluded by the Engagement. 10.2 The limitations and exclusions of liability set out in this Clause 10 and elsewhere in the Engagement: (a) are subject to Clause 10.1; and (b) govern all liabilities arising under the Engagement or in relation to the subject matter of the Engagement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty. 10.3 The Supplier will not be liable to the Customer for any losses arising out of a Force Majeure Event. 10.4 The Supplier will not be liable to the Customer in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill. 10.5 The Supplier will not be liable to the Customer in respect of any loss or corruption of any data, database or software. 10.6 The Supplier will not be liable to the Customer in respect of any special, indirect or consequential loss or damage. 10.7 Where the Customer is a business customer, the Supplier's aggregate liability to the Customer will not exceed the greater of: the total amount paid and payable by the Customer to the Supplier under the Engagement.

11. Force Majeure Event - Where a Force Majeure Event gives rise to a failure or delay in either party performing its obligations required by any Engagement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure Event.

12. Termination 12.1 Either party may terminate an Engagement at any time by giving at least 30 days' written notice to the other party expiring at any time after the end of the Minimum Term. 12.2 Either party may terminate an Engagement immediately by giving written notice to the other party if the other party: (a) commits any material breach of any provision of these Terms of Business or the relevant Specification, and: (i) the breach is not remediable; or (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or (b) persistently breaches these Terms of Business and/or the relevant Specification. 12.3 Either party may terminate an Engagement immediately by giving written notice to the other party if: (a) the other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors; (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party; (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Engagement); or (d) (where that other party is an individual) that other party dies, or as a result of

illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.12.4 The Supplier may terminate an Engagement immediately at any time by giving written notice to the Customer if the Customer fails to pay in full and on time any amount due to the Supplier whether due in respect of that Engagement or otherwise.

13. Effects of termination 13.1 Upon termination of an Engagement all the provisions of these Terms of Business and the Specification, including any warranty terms and certification due to the Customer on completion of the Engagement, will cease to have effect, save that the following provisions of these Terms of Business will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 6.3, 8.6, 10, 13, 14 and 16]. In addition, Clause 5 will survive and continue to have effect for so long as any Equipment and Consumables remain in the possession or control of the Customer. 13.2 Termination of an Engagement will not affect either party's accrued liabilities and rights (including accrued rights to be paid) as at the date of termination.13.3 Within 14 days of the termination of an Engagement, the Customer will make available for collection by the Supplier any Equipment and Consumables in the possession or control of the Customer at the date of termination. 13.4 The Supplier reserves the right to charge a final payment for termination of a contract to cover the cost of any Services delivered but by virtue of an annualised flat monthly charge not yet paid for.

14. Non-solicitation The Customer will not without the Supplier's prior written consent, either during the term of any Engagement or within 12 months after the date of effective termination of the most recent Engagement, engage, employ or otherwise solicit for employment any employee or contractor of the Supplier who has been involved in the Engagement or the performance of the Services.

15. Notices 15.1 Any notice given under these Terms of Business must be in writing (whether or not described as "written notice" in these Terms of Business) and must be delivered personally, sent by pre-paid first class post, or sent by fax or email, for the attention of the relevant person, and to the relevant address, fax number or email address given below (or as notified by one party to the other in accordance with this Clause).The Supplier addressee, address, fax, and if necessary email address. The Customer: The addressee, address, fax and email address given in the Specification 16.2 A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below): (a) Where the notice is delivered personally, at the time of delivery; (b)where the notice is sent by first class post, 48 hours after posting; and (c)where the notice is sent by fax or email, at the time of the transmission (providing the sending party retains evidence of the transmission).

16. General 16.1 No breach of any term of any Engagement will be waived except with the express written consent of the party not in breach.16.2 If a term of any Engagement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other terms of the Engagement will continue in effect. If any unlawful and/or unenforceable term would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the term will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant term will be deemed to be deleted). 16.3 No Engagement will constitute a partnership, agency relationship or contract of employment between the parties. 16.4 Neither these Terms of Business nor any Specification may be varied except by a written document signed by or on behalf of each of the parties. 16.5 The Supplier may freely assign its rights and obligations under any Engagement without the Customer's consent – providing where the Customer is a consumer that such action does not serve to reduce the guarantees benefiting the Customer under the Engagement. Save as expressly provided in this Clause or elsewhere in these Terms of Business, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in any rights or obligations under any Engagement.16.6 Each Engagement is entered into for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement relating to any Engagement are not subject to the consent of any third party. 16.7 Subject to Clause 10.1 (a) these Terms of Business and the relevant Specification will constitute the entire agreement between the parties in relation to an Engagement, and supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter; and (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into an Engagement. 16.8 Each Engagement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with an Engagement.



KNOTWEED ERADICATION

Specialist Weed Control & Consultants

Client

Report No

Property:

Report Date:

.....

Date work completed

.....

Invoice No:

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

Japanese knotweed (*Fallopia japonica*) ☐

Other please specify

Invasive Weed Guarantee

TERMS OF GUARANTEE

- 1 Knotweed Eradication hereinafter referred to as "The Company" hereby **GUARANTEES** that, save as hereinafter provided or as provided in the Company's standard Terms and conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of Guarantee notifying the Company in writing within a period of **TEN YEARS** from the date of completion of the work of:
 - (i) any continuance or recurrence of invasive weed indicated above respectively to the work carried out in the areas identified in the report as the "treatment area"

the Company, upon production of this Guarantee and all original relevant survey reports, quotations, specifications, drawings, plans, completion certificates and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for the land to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence complained of is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.
- 2 If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.
- 3 This Guarantee does not cover any loss (including consequential loss see 9 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
- 4 This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
 - (a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered:

- 4 (b) where all Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.
- (c) where the Client failed to pay the full price, any properly payable additional costs, and any interest Due within six months of the date upon which the same fell due.
- (d) where the land and property has not been kept in a good and proper state, so as to detect and prevent tipping or the early detection of growth by invasive weeds.
- (e) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance or the exclusion of plant, materials from areas adjacent to the treatment area.
- (f) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.
- (g) where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.
- 5 This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.
- 6 In the event of disposal of the property, being the subject of this Guarantee, this Guarantee shall be assignable by the Client above named, to the new owner in which case the provisions hereof set out at 1-5 above shall apply in respect of that new 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:
- (a) given written notice of the change to the Company;
- (b) paid the Company's then current transfer fee; and
- permitted the Company's surveyor to inspect the property (so as to discover any defects as might prejudice the works carried out by the Company) if the Company in its absolute discretion so require.
- 7 For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
- 8 The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.

- 9 For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property, it shall no longer be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and/or obligations under this Guarantee.
- 10 All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;

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

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

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

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

Signature
(For and on behalf of the Company)

KNOTWEED ERADICATION
New Inn Farm
Dawson Lane
Leyland
PR25 5TS