

enviro|solution

Japanese Knotweed Excavation Remediation Report

**Land off Falinge Fold,
Falinge,
Rochdale,
OL12 6LD**

Date: 14.08.23

T: 0151 291 6451

E: info@envirosolution.co.uk

Suite 53 | 3a Bridgewater St | Liverpool | L1 0AB

DUTY OF CARE:

JAPANESE KNOTWEED AND YOUR OBLIGATIONS

This site has been identified as containing Japanese knotweed. Japanese knotweed needs to be handled in a responsible manner to protect the environment, be socially responsible and prevent property risk.

Any works conducted to control or eradicate this invasive weed should be completed in accordance to the Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 [2019]' and 'Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [2018]'.

The spread of Japanese knotweed is governed under the Wildlife and Countryside Act 1981 / Wildlife (Northern Ireland) Order 1985. Part I (Wildlife – Miscellaneous), Section 14, Clause 2 of the Act states: ... 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. Schedule 9 (animals and plants to which section 14 applies), Part II (Plants) lists Japanese knotweed.

The plant is not cited under any legislation that requires its presence to be notified to either DEFRA (Department for Environment Food and Rural Affairs) or local planning authorities, and neither is it listed under The Weeds Act of 1959.

Under the Environmental Protection Act 1990, Duty of Care Regulations 1991, Japanese knotweed material and those material contaminated with Japanese knotweed must be removed to a licensed landfill site for disposal, accompanied by appropriate Waste Transfer documentation.

A PLAN OF ACTION

The Environment Agency advocate the use of 'Knotweed Management Plans' (KMP) wherever possible on development sites where Japanese knotweed is present. Our KMP's are drafted in accordance with the 'Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [2018]'.

The KMP includes a site inspection and survey of visible Japanese knotweed infestations. The survey records locations and areas and any risks. Proposed usage for the site including any change of land use plans are evaluated to decide on an appropriate course of remediation.

Remedial actions may include in-situ herbicide but where there are plans to disturb areas containing Japanese knotweed the required excavation is excavation. An active or completed KMP should be included with a development sites Operation and Maintenance manual.



KNOTWEED MANAGEMENT PLAN

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1 PLAN OVERVIEW

1.1 CONTACTS

EnviroSolution Ltd.

Email: info@envirosolution.co.uk

Telephone: 0151 291 6451

Address: Suite 53, 3a Bridgewater Street, Liverpool, L1 0AR

1.2 SITE ADDRESS

FULL SITE ADDRESS

Old Falinge
Falinge Fold
Rochdale
Lancashire
OL12 6LE

1.3 BIO-SECURITY

PURPOSE OF THE MANAGEMENT PLAN

The management plan should be implemented to control the spread of Japanese knotweed on to and out from the site. The plan details the problem being caused by invasive weeds and how to manage this by implementing remedial actions.

The Plan should be overseen by the Site Manager, and in his absence, his deputy. The Plan, its appendices and revisions shall be kept for future site owners.

The Management Plan should be read in conjunction with the Property Care Association's 'Code of Practice for the Management of Japanese Knotweed [2018]' and Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 [2019]'.

CONTAINMENT

Where possible all areas affected by Japanese knotweed should be fenced off and isolated from any activities on site immediately to avoid potential knotweed spread.

The fencing should ideally be erected at a distance of 7 metres (minimum 5m) away from any visible knotweed growth to protect any rhizomes close to the surface from disturbance (see Property Care Association's 'Code of Practice for the Management of Japanese Knotweed').

PREVENTING FURTHER SPREAD

Where possible it is advantageous to undertake the chemical treatment of Japanese knotweed as soon as possible once the presence of the plant is confirmed. This will lessen the risk of further spread prior to commencement of resolution remedial works (e.g., excavation).

No material is to leave site from the defined knotweed areas, except as part of specially supervised or undertaken knotweed treatment/removal works. No new materials should be stored in or adjacent to Japanese knotweed areas.

It is recommended that awareness to Japanese knotweed or other invasive weeds on site is included in site inductions for contractors accessing and working on the site. Information posters providing photographic awareness images to what these plants look like and what to do if encountered should be erected in the site office.

Where there is a high risk of knotweed infestation from neighbouring land, contact the landowner and agree on a co-ordinated treatment programme.

1.4 REMEDIATION RECOMMENDATION

In consideration of the survey findings [see section 2 of this report] **and evaluated proposals** [see section 3 of this report] **for the site we provide our initial remedial recommendations below:**

REMEDIAL WORKS ASSESSMENT

Japanese knotweed that is going to be disturbed by development or is undesirable in its current location will need to be excavated. Otherwise, there is the option to retain the plants and treat them in-situ with herbicide.

Excavation

When re-surveyed 31st July 2023 an area of the site had been destrubed, including a ground scrape and site level reductions. The distrubed area included the area previous occuiped by JK1 and HK1.

At the time of our re-survey, there was no visible invasive weed growth. However the depth of earthworks undertaken does not appear to have been sufficuent to remove all the rhizome, which will still likely be present with in the soils of the site.

We will excavate the knotweed to full depth and spread of rhizome, that remains on the site.

Due to the ground disturbance of the knotweed area, which could mask the extent and/or depth of rhizome contaminated ground, we will complete the excavation works on a remeasure basis only.

The knotweed contaminated waste will be transported by dumper to a temporary stockpile location where it will be loaded onto 8-wheeled tipper lorries, removed from site, and disposed of at a specially licensed landfill facility.

We have assumed good access without the restriction of retained tree root zones and any no-dig or no-traffic areas that may be associated with tree root protection zones.

PURPOSED / QUOTED METHODS

We have provided quotations for the following methods:

- **Japanese knotweed stands due for disturbance:** JK1
 - QUOTE 1: Excavation and Landfill

Remedial works quotations we provided under separated attached cover.

2 PRE-REMEDIATION SURVEY

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

The site survey was undertaken by EnviroSolution on **31 July 2023**

2.1 DESCRIPTION OF THE SITE

Small roughly rectangular parcel of land located off a single track lane in Rochdale, Greater Manchester. The site is accessed off Falinge Fold and comprises of a roughly flat plot of land that has been partially cleared of vegetation and some groundworks have taken place in the north east section. The site is bounded by residential properties to the north, Falinge Park School to the east and south with greenspace to the west.

See Appendix Report Section 5.2.1 for Image of site layout

2.2 DISTRIBUTION OF JAPANESE KNOTWEED

A thorough walk over of the proposed development area was undertaken to identify the presence, locations and extent of Japanese knotweed growth. The survey was undertaken in accordance with current good practice published by the Royal Institute of Chartered Surveyors (RICS, 2012) and the Property Care Association (PCA, 2018).

The onsite areas of Japanese knotweed identified are detailed below:

Japanese knotweed stand (JK1) and Himalayan knotweed area (HK1):

When surveyed under our reference Japanese Knotweed 16769 in 2019, there was a mature stand of Japanese knotweed growth measuring ~80m². With the knotweed area we recorded an area of Himalayan knotweed.

When re-surveyed 31st July 2023 an area of the site had been destrubed, including a ground scrape and site level reductions. The distrubed area included the area previous occuiped by JK1 and HK1.

At the time of our re-survey, there was no visible invasive weed growth. However the depth of earthworks undertaken does not appear to have been sufficuent to remove all the rhizome, which will still likely be present with in the soils of the site.

Ref	Growth Type	JK Avg. Stem Height	Veg Composition	Proximity to Water (<12m)	Slope / Gradient	Onsite / Offsite	Target Plant Visible Area
JK1	TBC	-	-	N/A	Flat	Onsite	CIRCA 80m ²

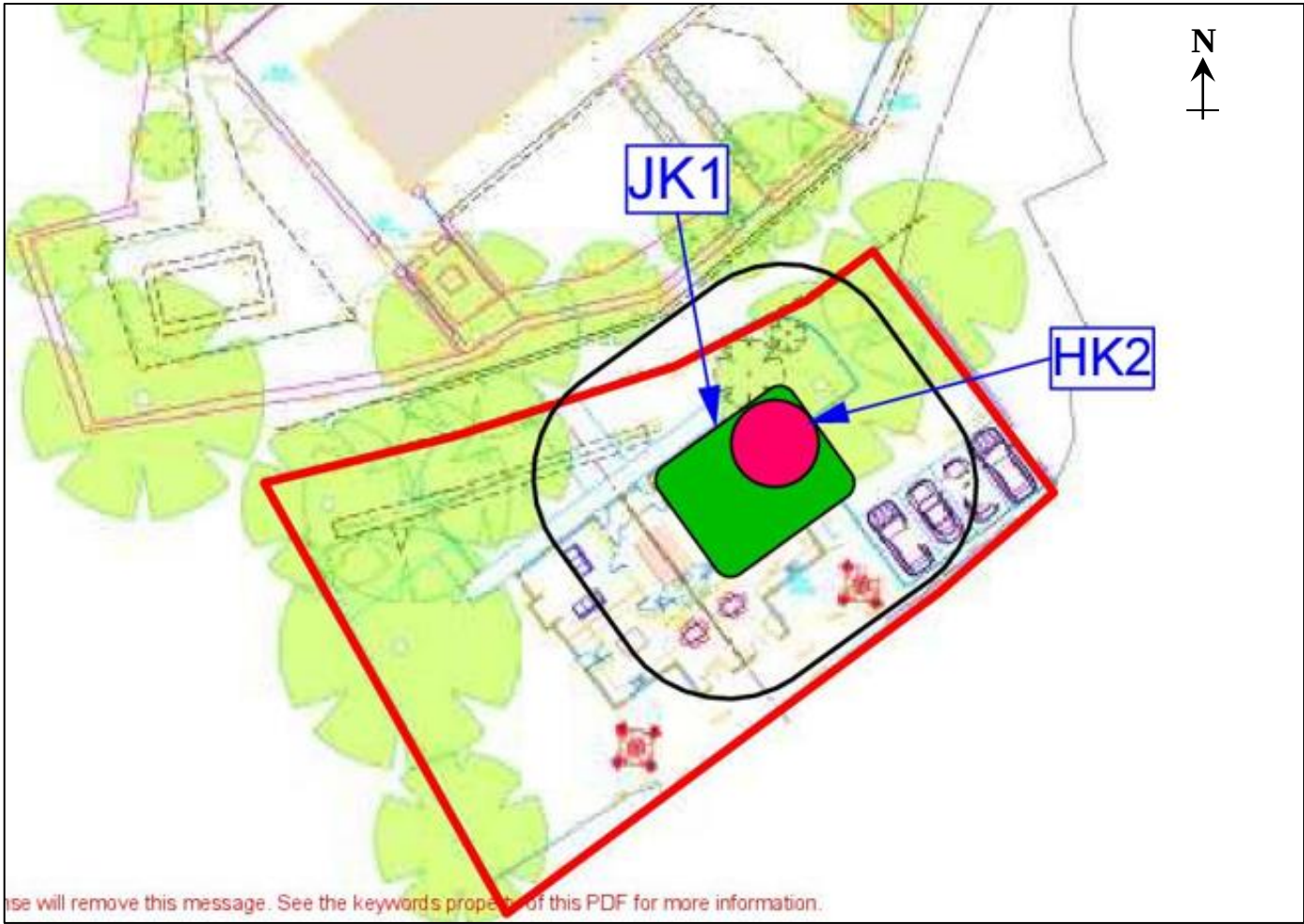
LIMITATIONS OF SURVEY

The findings of this survey are the result of a visual inspection only and should not be taken as a guarantee that Japanese knotweed, or other types of knotweed, are not present on the site or neighbouring land. The presence of Japanese knotweed can sometimes be concealed by property owners (occupiers) or contractors deliberately or by accident by way of: Physical removal of the plants stems and crowns through grounds maintenance, vegetation clearance or site demolition or by being covered over with turf, hard standing, landscape fabric, ornamental gravel, bark mulch and so on.

See below for Site Plan of site showing knotweed distribution.

See Appendix Report Section for Photographs of the Site and Japanese knotweed.

IMAGE 1: SITE PLAN OF PROPOSED SITE LAYOUT SHOWING KNOTWEED DISTRIBUTION



KEY			
	Subject Property/Resurveyed area only		Historic Himalayan Knotweed (Subject Property)
	Historic Knotweed (Subject Property)		7m Risk Zone

IMPORTANT NOTES

- All areas will be scaled but approximate and indicative.
- The vast majority of Japanese knotweed's underground rhizome is present under and within 3m of the plants above ground visible growth area. However, some rhizomes can travel much further than this and the 7m zone is safe exclusion zone where any ground disturbance works are not likely to encounter knotweed rhizome.
- It is the client responsibility to ensure that the subject site boundary lines on the site-specific plan are in accordance with their Land Registry document. Failure to do so may incur an administration charge for needing to change the plan once in contract.

3 REMEDIATION STRATEGIES

3.1 PRIORITIES AND METHODS

DESCRIPTION OF ANY PROPOSED DEVELOPMENT

The proposal is for the construction of two dwellings with private gardens and access to Falinge Fold.

See Appendix Report Section 5.2.2 for Site Plan of Proposed development.

See Appendix Report Section 5.4 for Japanese knotweed impact on development objectives.

SETTING PRIORITIES

PRIORITY				
BIO-SECURITY ACTIONS				
Isolation / Exclusion				All Japanese knotweed areas to be isolated. Isolation zone should be to at least 5 metres (ideally 7m) laterally from any visible knotweed growth to ensure rhizomes close to surface are not disturbed.
Remediation				Adoption and undertaking of a suitable remediation strategy to control or remove Japanese knotweed according to proposed land use / change of land use plans. Methods involving either in-situ chemical treatment* or excavation.
Monitoring				A scheme for monitoring will be agreed with the Site Manager, who will ultimately be responsible for overseeing the control of Japanese knotweed on site.
Management				This Management Plan will be reviewed on a regular basis and in any case every 12 months from site acquisition to completion of works.

REMEDIAL METHODS AVAILABLE FOR AREAS DUE FOR DISTURBANCE

We can undertake the following methods of knotweed remediation (if deemed applicable to your site) to resolve a problem that, if handled the wrong way, can end up being a long-term expensive problem for landowners and developers:

FULL EXCAVATION and CART-AWAY



Where knotweed is present in areas proposed for change of land use plans, or where it is undesirable or impractical to treat knotweed in-situ with herbicide, it will need to be excavated. Professionally managed and delivered excavation removes all the knotweed rhizome from the soils of the site. If there is no room on site to retain the waste either as a burial or relocation (for herbicide treatment) it can be removed from site for disposal as controlled waste at specially licensed landfill site. Where rhizome is present beyond the boundary of the site vertical root barrier can be installed to prevent future ingress.

REDUCED LEVEL EXCAVATION and CAPPING



Where ground disturbance to Japanese knotweed areas is proposed to a depth less than the likely vertical extent (depth) of knotweed rhizome, there is an option to complete a reduced level excavation. Following complete excavation of all rhizomes to an agreed depth (i.e. construction formation levels) a specialist horizontal root barrier is installed. This will cap remaining rhizome contaminated ground beneath and prevent it growing up into the site. Where it is not possible to bury or relocate excavated knotweed waste it will be removed to landfill.

EXCAVATION and CELL-BURIAL



On site burial of Japanese knotweed provides a sustainable remediation process, which is applicable for 'Land Remediation Tax Relief' by the client. Where there is suitable space onsite under proposed soft or hard landscaping areas (including car parks, subject to structural engineering compaction of the buried waste) burial of knotweed can be considered. The burial needs to be conducted so that the knotweed waste is encapsulated in root barrier forming a cell, with the top of the cell residing 2m below finished ground levels. The location of the buried waste should be recorded for future reference by the landowner.

EXCAVATION and RELOCATION



Space permitting knotweed can be excavated from an area of the site due for disturbance, or where it is deemed undesirable, and relocated to an area where it is acceptable to have it long term under a herbicide treatment programme. This on-site treatment of Japanese knotweed provides a sustainable remediation process, which is applicable for 'Land Remediation Tax Relief' by the client. The knotweed can either be relocated to reside at ground height (by creating and filling a cutting) or as a formed stockpile/bund. These would normally be positioned to an area of public open space (i.e. a park or boundaries to playing fields).

REMEDIAL METHODS FOR AREAS NOT DUE FOR DISTURBANCE

Where knotweed can be left in-situ and not disturbed for the foreseeable future it can be treated in-situ with herbicides. This can provide effective control of invasive weeds:

HERBICIDE TREATMENT



Where there is no planned disturbance of the knotweed area and it is desirable for knotweed to be treated long term, then herbicide treatment can be considered. This is a cost-effective control method, but it does not remove the knotweed rhizome from the ground, which may remain in a viable but dormant state following successful treatment. Sustained treatment can damage the plant enough to prevent it from producing above ground growth and guarantees can be provided to guard against any recurrence of above ground growth. The herbicide used will be a BASIS approved herbicide applied with correctly calibrated equipment using techniques proven to be effective on knotweed.

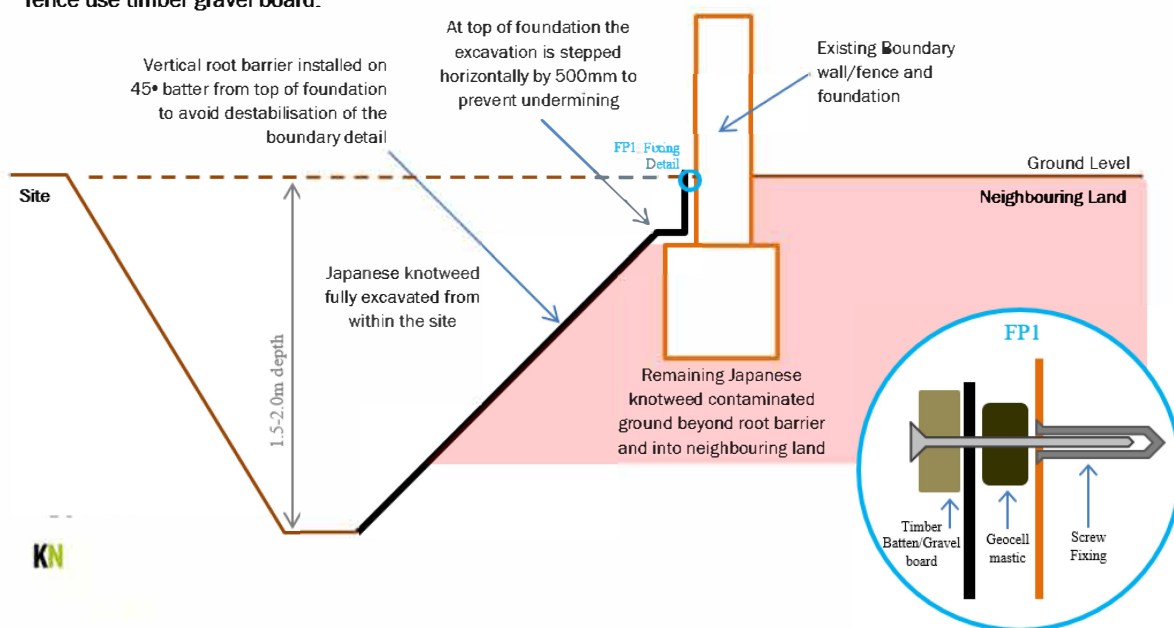
*Why is 'Herbicide Treatment' not a feasible remediation strategy where the ground in which the knotweed resides is due for disturbance under development (or any other planned ground disturbance)?

Herbicide application alone can ultimately render the plant unable to produce new growth (sometimes deemed as eradication), but it is unlikely to remove viability from 100% of the plants underground rhizome system. Therefore, disturbance of ground containing herbicide treated knotweed is likely to produce re-growth, even after a successful herbicide programme, which has resulted in no recordable above ground growth.

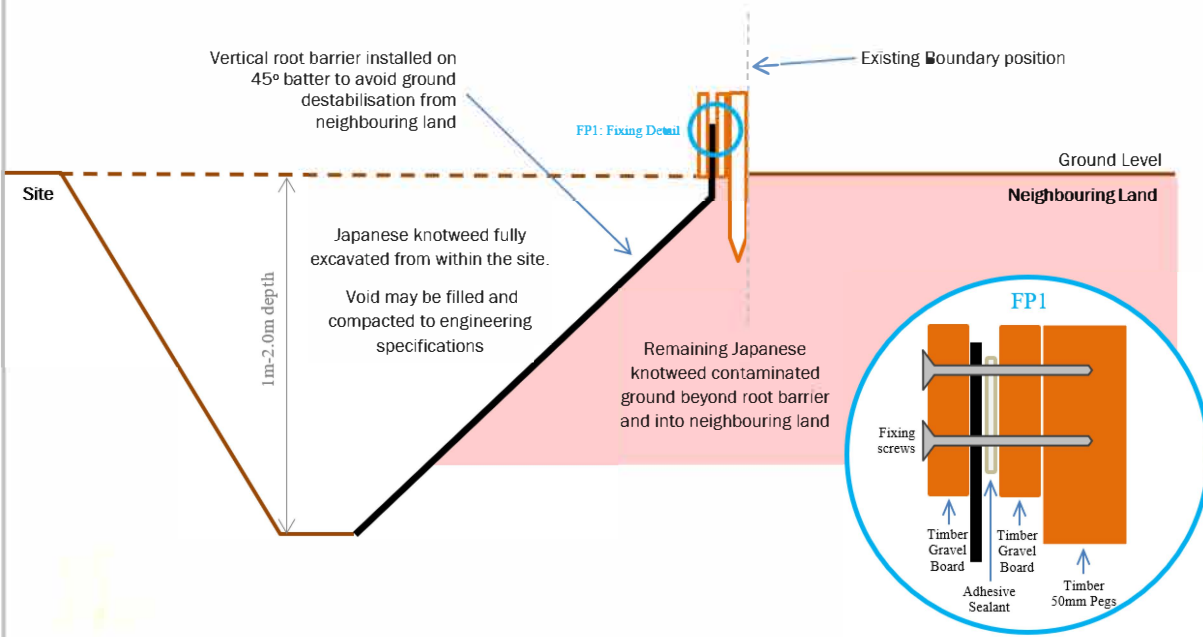
This is an important note, especially for developers. The Environment Agency deem that any ground containing dead knotweed (even after a specialist has declared eradication following herbicide treatment or sifting), is to be classified as controlled waste if removed from site. This is the same waste classification given to living healthy knotweed material and soils containing live knotweed!

REMEDIAL METHODS – TYPICAL ROOT BARRIER INSTALLATION DETAILS

WORKS: Vertical root barrier installation to current boundary wall/fence, where knotweed rhizome transcends the boundary (as part of full excavation of Japanese knotweed within site). For fixing to wall use timber batten. For fixing to fence use timber gravel board.



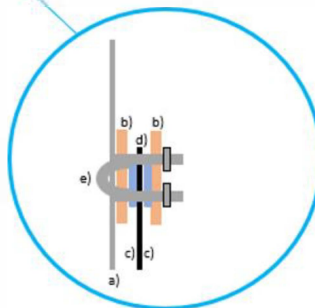
WORKS: Vertical root barrier installation to current boundary where there is no existing wall or fence, where knotweed rhizome transcends the boundary (as part of full excavation of Japanese knotweed within site).



WORKS: Root barrier fixing to open mesh or palisade fence



- a) Fence
- b) Timber batten/gravel board
- c) Geocell
- d) Root barrier
- e) U bolt



4 APPENDICES

4.1 APPENDIX 1 - GUARANTEES

COMPANY BACKED GUARANTEE

A Company Guarantee Certificate **may be** issued to the client, which ensures they will be provided a monitoring and treatment service under the terms of the Guarantee with the following liability provided:

'On the proviso that the valued work is undertaken by EnviroSolution Ltd and paid for in full, providing no actions have been undertaken by the client or any other party that breach our Terms and Conditions, EnviroSolution Ltd, for a period of years to be agreed, will accept liability for any work (chemical application) deemed necessary to treat any re-growth of the Target Weed.'

IMPORTANT NOTES

- Transferrable Guarantee (costs to re-assign)

If the property is sold, all guarantees, and documentation will need to be changed into the names of the new owners. This guarantee shall be assignable by the client, to the new owner provided that within three months of the change of ownership of the property, the new owner shall have:

1. Given written (email) notice of the change to the Company.
2. Paid the Company's transfer fee:
 - a. There is '**no fee**' for re-assigning the Guarantee for the 1st conveyance (transaction), transfer of a new build property from the developer to the employer, or buyer.
 - b. There is '**no fee**' for transferring the guarantee within the first 6 months of the guarantee term, or upon the first ownership transfer of a new build property.
 - c. Thereafter and up to the end of the 5th year of the guarantee term the administration cost to transfer the guarantee is **£150 plus VAT**.
 - d. From the beginning of the 6th year of the guarantee term to the end of the guarantee the administration cost to transfer the guarantee is **£200 plus VAT**.

NB. Applicable fees apply for each and every transfer of the guarantee to a different beneficiary.

See Addendum to the Guarantee (page following the guarantee certificate).

ACCELERANT INSURANCE UK LIMITED INSURANCE BACKED GUARANTEE

On the back of the Company Guarantee Certificate an Insurance Policy **may be** provided to back up the provision of the Guarantee service. As members of the Property Care Association (PCA) Invasive Weeds Group (IWG) we can provide an Insurance-Backed Guarantee (IBG) via Accelerant Insurance UK Limited.

Important Note:

The ability to obtain insurance on our Company Backed Guarantee is subject to some criteria, which will need to be satisfied for the insurer (Accelerant Insurance UK Limited) to issue an IBG 'Letter of Intent'. The criteria for issuing an IBG 'Letter of Intent' (to demonstrate that an insurance policy is pending) are detailed below:

1. If Japanese knotweed located in neighbouring property encroaches onto the subject property during the programme/guarantee period, it can invalidate the guarantee and insurance policy. Where possible therefore you should agree a cross-boundary coordinated remedial plan of works.
2. If the site is (or will be) developed, then we will require the development works start and end dates (including soft and hard landscaping)
3. If the site is (or will be) developed, then we will require the proposed development plan
4. On development sites, which will be developed into multiple properties, a single Insurance Backed Guarantee (IBG) cannot be provided to cover more than one property.
5. On multi-property development sites, a separate monitoring programme will need to be instructed for each property which is to benefit from an IBG. An IBG insurance premium will need to be paid for each IBG.
6. The IBG will only apply to land which is within 7m of the surveyed Japanese knotweed area(s). On multi-property development sites, only properties which fall in or part within the 7m zone will be applicable for an IBG insurance application.

The criteria for providing a validated insurance policy are detailed below:

1. Following completion of the remedial works (treatment/excavation) the contractor (EnviroSolution) will need to conduct monitoring of the treatment area and record two consecutive years of no recurrence of knotweed growth. The contractor (EnviroSolution) can then submit a 'Certificate of Completion' to Accelerant Insurance UK Limited (who in turn will issue a validated insurance policy to the beneficiary).
2. On construction sites the two-year monitoring period will need to follow the construction works end date.
3. The provision of, and remaining validity of, the IBG will be subject to the terms and conditions of the Guarantee.

The active policy will then cover the remainder of the Company Guarantee period.

If we go out of business at any time during the active policy guarantee period, then the policy will pay out for another PCA IWG member contractor to continue to provide the guarantee service so that the client may continue to benefit from the cover provided by that guarantee.

Transferring benefits of the guarantee:

The benefit of this Policy of Insurance may be passed to subsequent owners of the land in which the Defined Area is situated. Accordingly, this Policy of Insurance, along with a copy of the Contract, the Completion Certificate and the Written Guarantee should be kept in a safe place, preferably with the title documents to the land in which the Defined Area is situated.

Subsequent owners of the land should, within 30 days of acquiring title, contact the Insurer for this insurance in writing at PO Box 26332, Ayr, KA7 9BJ or by telephone during office hours on 01292 268020 to request that the benefit of this Policy of Insurance be transferred.

The Insurer may request that this Policy of Insurance is returned for amendment or may endorse this Policy of Insurance with the particulars of the new Policy Holder. An administrative fee of £15 may be charged to the new Policy Holder.

See Addendum to the Guarantee (page following the guarantee certificate)

GUARANTEE CERTIFICATE

Client:

Property: **Old Falinge, Falinge Fold, Rochdale, Lancashire, OL12 6LE**

Contract No:

Treatment End Date: DD/MM/YYYY

Monitoring Period Ending: On or after **To Be Advised (requires construction end date)**

Guarantee Period Ending: **To Be Advised**

Work carried out and covered by this guarantee to control: **Japanese Knotweed (Reynoutria japonica)**

TERMS OF GUARANTEE

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

the Company, upon production of this Guarantee and all original or electronic copies of relevant survey reports, quotations, specifications, drawings, plans, completion certificates and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for the land to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence at issue is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.
2. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.
3. This Guarantee does not cover any loss (including consequential loss see 9 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
4. This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:
 - (a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered.
 - (b) where all Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.
 - (c) where the Client failed to pay the full price, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due.
 - (d) where the land and property has not been kept in a good and proper state, including the prevention of tipping, thereby precluding the early detection of growth by invasive weeds.
 - (e) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance and/or the exclusion of plant materials from areas adjacent to the treatment area.
 - (f) where, after the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.
 - (g) where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.
5. This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be

incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.

6. In the event of disposal of the property, being the subject of this Guarantee, this Guarantee shall be assignable by the Client above named, to the new owner in which case the provisions hereof set out at 1-5 above shall apply in respect of that new owners as if the name of that new owner were substituted for any reference to the client PROVIDED THAT

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

- (a) given written notice of the change to the Company.
- (b) paid the Company's then current transfer fee; and

permitted the Company's surveyor to inspect the property (so as to discover any defects as might prejudice the works carried out by the Company) if the Company in its absolute discretion so require.

7. For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") **provided always that** the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
8. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.
9. For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property, it shall no longer be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and / or obligations under this Guarantee.
10. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;
11. In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following **ORIGINAL** documents must be produced by you:
 - (a) Report(s), estimate and any drawings or plans relating to it
 - (b) Receipted invoice or proof of payment
 - (c) Certificate or letter of completion
 - (d) This guarantee certificate

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

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

Signature

EnviroSolution Ltd.

Email: info@envirosolution.co.uk

Telephone: 0151 291 6451

Address: Suite 53, 3a Bridgewater Street, Liverpool, L1 0AR

ADDENDUM TO GUARANTEE

Dear Sirs

Old Falinge, Falinge Fold, Rochdale, Lancashire, OL12 6LE ("the Property")
Japanese Knotweed Guarantee Certificate ("the Certificate")

We refer to the Certificate, a copy of which is attached with in the report document.

Unless expressed to the contrary the terms of this letter take precedence to the terms of the Certificate. We hereby confirm that **from the period of treatment/excavation end date to the Monitoring period end date** the following will apply:

- A. Upon any continuance or recurrence of the Japanese knotweed, respectively to the remedial work carried out on the property, and on the proviso that the valued remedial work has been undertaken by the Company and paid for in full, and providing no actions have been undertaken by the Customer or any other party that breach the Company's Terms and Conditions;
- (i) *the Company will carry out such further treatments (chemical application only unless agreed otherwise) as shall to the Company appear to be necessary to control the Japanese knotweed.*

The Company having been given the opportunity to undertake these necessary works will accept liability for the sole cost of these works (all consequential losses are excluded).

- B. In completing regular inspections of the property, we will not require the receipt of documentation as detailed in section 1 of the certificate to arrange these inspections.
- C. The terms of paragraph 4(a) of the Certificate will not apply as we will make regular periodic inspections of the Property.

Unless expressed to the contrary the terms of this letter take precedence to the terms of the Certificate. We hereby confirm that the following will apply:

- A. Notwithstanding the terms of Paragraph 1 & 11 of the Certificate the only documentation that we require to be produced to us prior to arranging an inspection of the Property is the Guarantee Certificate.

EnviroSolution Ltd.

Email: info@envirosolution.co.uk

Telephone: 0151 291 6451

Address: Suite 53, 3a Bridgewater Street, Liverpool, L1 0AR

SITE PLAN SHOWING AREA COVERED BY GUARANTEE

IMAGE 4: SITE PLAN OF PROPOSED SITE LAYOUT SHOWING GUARANTEE AREAS

To be inserted once agreed



KEY			
	Subject Property/Site Boundary		Separate Company Guarantee Areas**
	Company Guarantee Areas*		Insurance Backed Guarantee (Treatment Areas)***

- *

Area of the site covered by a Company Guarantee (openly accessible areas of the site will be monitored during the guarantee period)
- **

Option for each affected property to benefit from a separate Company Guarantee specific to that property and assignable to the new property owners
- ***

Areas ('Treatment Area') within site or within each affected property which is insurable (Insurance Backed Guarantee) upon the back of the company guarantees.

4.1 APPENDIX 2 – IMAGE RECORD OF SITE

AERIAL PHOTOGRAPH OF CURRENT SITE



PROPOSED DEVELOPMENT PLAN FOR SITE

To be inserted once available

PRE-REMEDIATION - PHOTOGRAPHS OF JAPANESE KNOTWEED

Image 1: 2023.07.31 JKLE16769.1 ACCESS TO SITE



Image 2: 2023.07.31 JKLE16769.1 BOUNDARY WITH TRACK



Image 3: 2023.07.31 JKLE16769.1 FALINGE FOLD ACCESS



Image 4: 2023.07.31 JKLE16769.1 HK2 JK1 SITE



Image 5: 2023.07.31 JKLE16769.1 JK1 AREA DISTURBED EARTH



Image 6: 2023.07.31 JKLE16769.1 JK1 AREA NO VISIBLE GROWTH



Image 7: 2023.07.31 JKLE16769.1 JK1 HK2 AREA NO GROWTH



Image 8: 2023.07.31 JKLE16769.1 GROUND LEVEL REDUCTION



Image 9: 2023.07.31 JKLE16769.1 ONSITE EARTH REMOVAL



Image 10: 2023.07.31 JKLE16769.1 REDUCED LEVEL JK1 AREA



Image 11: 2023.07.31 JKLE16769.1 SOUTH WEST ACROSS SITE



Image 12: 2023.07.31 JKLE16769.1 SCHOOL BOUNDARY



Image 13: 2023.07.31 JKLE16769.1 WEST BOUNDARY OF SITE



4.2 APPENDIX 3 - REMEDIATION STRATEGIES

We can undertake the following methods of knotweed remediation to resolve a problem that, if handled the wrong way, can end up being a long-term problem for the developer and landowner:

FULL EXCAVATION and DISPOSAL AT LANDFILL

Full and complete excavation of knotweed providing an instant, hassle free and impressive rectification method. The excavation process is monitored by our site supervisors who not only ensure that all the knotweed rhizome is removed (via visual identification), but that only soils contaminated with knotweed are removed (reducing cost by avoiding unnecessary excavation and waste disposal). All knotweed contaminated material arising from these works is removed from site as controlled waste. This requires removal via registered waste carriers to a landfill site fully licensed to receive and dispose of Japanese knotweed.



No restrictions left on



Can be more expensive than other solutions



Work can continue immediately after removal

REDUCED LEVEL EXCAVATION and CAPPING

Japanese knotweed is accurately excavated, but only down to a depth required by the development or end use of the site. On a development site this will often mean excavation to construction formation levels only. The remaining knotweed contaminated ground (beneath the excavation depth) will then be capped off with Japanese knotweed root barrier to prevent re-emergence of the knotweed from underneath. Where necessary (i.e. if the knotweed rhizome transverse the boundary of the site, or where knotweed in neighbouring property is in proximity to the site boundary) the root barrier is returned vertically at the site boundary.



Limited restrictions left on site



Can be more expensive than other solutions



Work can continue immediately after removal

CELL-BURIAL

Excavated knotweed material is buried on site in a suitable location, so it is encapsulated in knotweed root barrier (the cell), with the top of the cell residing 2m below finished ground levels. The depth of 2m is a pre-caution against burrowing animals penetrating the cell and bringing out knotweed material. If burial of knotweed is to take place without the encapsulation or root barrier it must be done so that the knotweed resides below a depth of 5m. Where on-site burial is undertaken, it is strongly advised that to prevent potential disturbance and re-infestation the burial site location is recorded, and any future owners are advised of its position (i.e. cell-burial locations should be recorded in the O&M manuals for the site manuals for the site).



Normally cheaper than landfill disposal of waste



Requires significant space to allow for deep burial



Land Remediation Tax Relief



Location to be recorded in property records

DIG AND RELOCATION

The Japanese knotweed is excavated either fully or to a reduced level, and the arising knotweed waste is relocated to another area of the site, where it can be treated with herbicide. Relocation is normally carried out by loading the knotweed to dump trucks and transporting over site on a controlled haul route to a designated location. At the relocation point the knotweed is either; Stockpiled, Bunded or resides at ground level via a Cut and Fill procedure. The Cut and Fill procedure has the benefit of not producing a bund or stockpile of knotweed on site, and it provides back fill to the void created by the excavation of the Japanese knotweed.



Relatively Cost effective



Requires significant space to relocate spoils



Fully removes the knotweed from the critical area



Restricted future use of the relocation area

DIG AND SIFT

Excavated knotweed contaminated spoil is passed through a mechanical screener. The sifting process crushes and fragments the knotweed, reducing its regenerative power. The sifted knotweed materials can then be buried on-site, typically as fill or fill to raise site levels. The key benefit of this procedure is that the spoil which passes through the screener will only contain very small fragments of knotweed, which have lowered regenerative power. This allows for the sifted spoil to be re-used on-site as backfill subject to local Environment Agency Officer approval. To further exploit the lowered regenerative power of these fragments the sifted spoil is buried under compaction and covered with a geo-synthetic membrane prior to clean backfill being installed above. Alternatively, the sifted spoil can be re-used on site at finished levels to areas of Public Open Space landscaping, but there will be a flourish of juvenile growth from the fragmented knotweed, and this will need treating with herbicide for 2-3 years. The Knotweed Management Plan (KMP) should be used to record the position of the low-level burial or re-use area. This will help prevent potential future disturbance of these locations. If these works are part of a site development project the KMP should then be included in the Operations and Maintenance (O&M) Manuals.



Moderately cost effective



Land Remediation Tax Relief



Restrictions remain on site



Location to be recorded in property records

WATCHING BRIEF (SUPERVISION)

To guard against accidental spread of invasive weed material, a 5-7m risk/control zone should be created around the visible above ground growth extent of the invasive weed, via erecting temporary fencing. Any vegetation clearance, ground disturbance or invasive weed treatment/removal works within the risk zone should be overseen by a specialist Watching brief (site supervisor) to ensure contamination is not spread from the area. Arising waste from within the RSZ which is found to be contaminated with invasive weeds will be either: disposed of on-site (burial/relocation), removed from site (to landfill) or temporarily stockpiled and then returned to area on completion of works if possible. Root Barriers can be introduced to cap or separate invasive weed contaminated ground from clean or imported clean ground or to protect new services/structures/hard standing. Watching brief (site Supervisor) will ensure that all personnel and machine are properly decontaminated before leaving the fenced control zone area. During and/or post completion of the development works any invasive weed remaining on-site (original position or relocation area) should be treated under a herbicide application programme to control the plant.

ROOT BARRIER CONTROL

Where knotweed exists either on-site or off-site and is to remain in-situ its spread can be controlled by the insertion of vertical root barrier. Knotweed root barrier can deflect knotweed rhizome growth and prevent the spread of the plant under the ground. These root barriers can be inserted to protect structures and services and have a life span of at least 50 years. Allowing encroachment to occur can be deemed as an actionable private nuisance in a civils claims court. Vertical root barriers should always be backed up by a herbicide treatment programme wherever possible, unless excavation has taken place.

HERBICIDE TREATMENT PROGRAMME

Often the most cost-effective treatment and control method is a Herbicide Treatment Programme. This requires methodical and carefully managed visits with correct use of chemical over a sustained period of time (typically 2-5 years). It should be noted that Japanese knotweed can take many years to control via chemical application. Chemically induced control does not mean removal of the plants underground rhizome system. This will remain often in a dormant but viable state and could re-grow if disturbed. The above is an important note for developers as the Environment Agency recognise the limitations of herbicide control and class the ground which contains treated or dead invasive weeds (even after a specialist has deemed the plants as eradicated under chemical treatment) as controlled waste when removed from site. This is the same classification that is given to viable living plant material and ground contaminated with untreated alive invasive weeds. More often than not, if developing a site, you will need to adopt one of the instant remediation methods involving excavation.



Cost effective



Quick control of the plant



Takes 2-5 years of treatment to stop growth



Severely restricted use of the treatment area



Does not remove the rhizome from the site

4.3 APPENDIX 4 – SITE RISKS IF JAPANESE KNOTWEED IS NOT REMEDIATED

A strategy for managing and/or removing the knotweed problem has been proposed for the site. If no remedial works were undertaken, you may be presented with the following complications and associated costs:

JAPANESE KNOTWEED IMPACT ON DEVELOPMENT OBJECTIVES

SITE VEGETATION STRIP/CLEARANCE

During vegetation clearance disturbance of the knotweed can occur resulting in the translocation of knotweed material to other areas of the site or even unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

DEMOLITION

During demolition disturbance of the knotweed can occur resulting in the translocation of knotweed material to other areas of the site or even unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

FORMATION LEVEL EXCAVATIONS

Groundwork excavation to reach construction formations levels (if site levels are to remain the same or be reduced) may encounter ground contaminated with knotweed rhizome. This can result in the translocation of knotweed material presenting structural risk and/or unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

BUILDING FOUNDATION EXCAVATIONS

Groundwork excavation for proposed building foundations may encounter ground contaminated with knotweed rhizome. This can result in un-controlled or un-treated knotweed rhizome remaining under building footprints (i.e. in ground underneath suspended Block and Beam floors) presenting a structural risks and/or unintentional illegal removal of controlled (Japanese knotweed) waste from the site.

MATERIAL MOVEMENTS AND WASTE

The development project may necessitate the removal of material from site and/or the importation of soil material onto the site. It is imperative that all necessary steps are taken to ensure these materials are free of knotweed.

IMPACTS ON PROPOSED END USE

STRUCTURAL RISK

Japanese knotweed rhizome and crown growth has the potential to cause damage to services, structures and hard standing.

PLOT SALEABILITY

Japanese knotweed is a recognised property risk and will be flagged up on building surveys as part of the conveyance process. Where knotweed has been identified, it can prevent lending agreements (i.e. on new residential development site this can stop sales of completed units!).

CONTAMINATION

Un-managed Japanese knotweed growth can be disturbed by site maintenance activities such as grounds maintenance. This can quickly translocate material to other areas of the site and spread and worsen an infestation and associated risks.

RE-INFESTATION

Any presence of knotweed off-site can present the likely potential for re-infestation of the site across site boundaries.

4.4 APPENDIX 5 – KNOTWEED AND THE LAW

The growth of Japanese knotweed is controlled by acts of law and legislation, don't fall foul and act responsibly:

THE WILDLIFE AND COUNTRYSIDE ACT 1981

The Wildlife and Countryside Act 1981 / Wildlife (Northern Ireland) Order 1985 controls the spread of Japanese knotweed into wild habitats. Part I (WILDLIFE – Miscellaneous), Section 14, Clause 2. Knowingly allowing knotweed to spread too and grow in the wild is a criminal offence, resulting in a fine or even imprisonment. Japanese knotweed Ltd advises our clients and help them ensure they do not contravene the act by following E.A. and PCA Codes of Practice.

ENVIRONMENTAL PROTECTION ACT 1981 AND DUTY OF CARE REGULATIONS 1991

The prologues of plants listed in under Section 14, Schedule 9 Part II of the Wildlife and Countryside Act 1981 are classed as controlled waste if removed from site. Failure to remove these wastes via registered waste carriers and dispose of them at appropriately licensed waste disposal facilities is a criminal offence resulting in a fine or even imprisonment. Using Japanese Knotweed Ltd we will correctly dispose of all Controlled Waste, Contaminated Waste and Hazardous Waste streams.

ENCROACHMENT

If Japanese knotweed, including just its underground rhizomes, has spread from one property to another it is called encroachment. Once encroachment or imminent encroachment has been established, it can give rise to claims under private nuisance law. As well as the law of private nuisance, if it be proven that knotweed has encroached (with a before and after record) the Anti-Social Behaviour, Crime and Policing Act 2014 can be used to serve a community protection notice, via the council or the police, on to the offender. Failing to then take action to control knotweed can result in fines.

PRIVATE NUISANCE

Land/property owners must prevent allowing or causing Japanese knotweed to spread from their land onto neighbouring land, otherwise it will be deemed as an actionable private nuisance. Once encroachment or imminent encroachment is established, damage is assumed, and the affected property owners can claim for private nuisance and be compensated for both the cost of treatment and loss of amenity caused by the Japanese knotweed (Williams & Waistell v Network Rail Infrastructure Ltd [2018] EWCA Civ 1514). Therefore, although it is not an offence for Japanese knotweed to be on someone's property, the owner of this land may find that they are liable for damages if it affects their neighbour's ability to use and enjoy their property.

MISREPRESENTATION

If a property is affected by knotweed the owner will need to declare this when selling. They could be guilty of misrepresentation if they have not correctly responded to the question in the Law Society Property Information TA6 Form (3rd edition) seller's questionnaire regarding knotweed, and they are responsible for all damage up until the point of sale. They remain liable for this historic damage even after the sale of the property. As knotweed is a 'continuing nuisance', liability for any damage caused after the sale of the property attaches itself to the buyer.

PROFESSIONAL NEGLIGENCE

If you are buying or have bought a house and had a survey undertaken by a professional surveyor, the surveyor owes you a professional duty of care in its undertaking. This includes identifying and recording the presence of any Japanese knotweed affecting the property if it was reasonable to have expected the surveyor to do so. The type of survey (i.e. valuation, or home buyers) may be a mitigating factor, according to the depth and breadth of property investigation undertaken. However, the failure to identify knotweed when it was reasonable to have expected them to do so can give rise to claims for damages under professional negligence. Also, unless specifically tasked with surveying a neighbouring property a surveyor may not be negligent for failing to identify knotweed in neighbouring property. Similarly, a solicitor owes you a duty of care when buying a property to ensure that the seller has completed a Law Society Property Information TA6 Form (seller's questionnaire). A solicitor could be liable if he has breached his duty of failing to get a TA6 form completed.

4.7 APPENDIX 8 - REFERENCES

Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178' (2019)

Property Care Association's 'Code of Practice for the Management of Japanese Knotweed (2018)'

RICS (2012) Japanese knotweed and residential property. RICS Information Paper IP 27/2012. RICS.

Home Office (2014) Reform of anti-social behaviour powers Japanese knotweed and other invasive non-native plants. Home Office.

Environment Agency and Cornwall County Council (2001) Japanese knotweed. Guidance for householders and landowners. Cornwall County Council.

Child, L.E. and Wade, P.M. (2000) The Japanese Knotweed Manual. Packard Publishing Limited, Chichester. ISBN 1 85341 127 2.

Welsh Development Agency (1998) The control of Japanese knotweed in construction and landscape contracts: Model specification. Former Welsh Development Agency, now part of the Welsh Assembly Government.