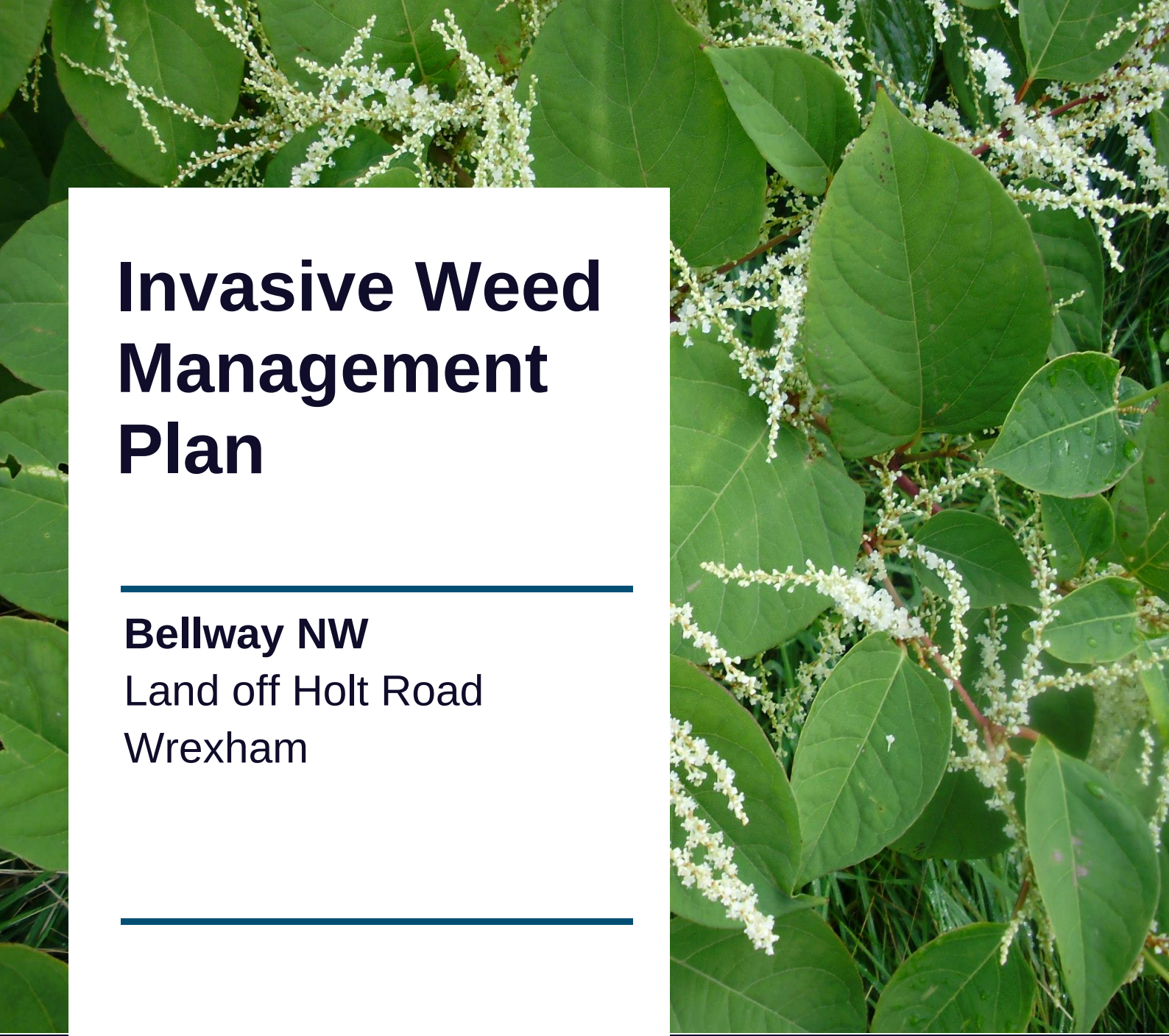


Invasive Weed Management Plan

Bellway NW

Land off Holt Road
Wrexham

16th March 2022

Knotweed Eradication
New Inn Farm
Dawson Lane
Leyland,
PR 25 5DB
TEL: 01772 621013

info@knotweederadication.co.uk
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KNOTWEED ERADICATION
Specialist Weed Control & Site Vegetation Clearance

Date	16th March 2022
Inspected by	G Andrews
Checked by	S Lenthall
Authorised by	G Andrews
Project	Bellway NW, Land off Holt Road
Report number	IWMP2324A

LIMITATIONS

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

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

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

Site Inspection at the Land off Holt Road, Wrexham.

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

In March 2022 Knotweed Eradication was commissioned by Lorraine Jones at Bellway NW to undertake an inspection of the University-owned playing fields site at Holt Road, Wrexham.
The purpose of the inspection was to identify any invasive weed species that may be present within the boundary of the site or the immediate surrounding area in accordance with the Wildlife and Countryside Act 1981 (as amended), report the findings and propose a solution to any infestations found to be present.

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

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

Report Contents

1. Findings & Requirements
2. Site Map
3. Photographs of Findings
4. RICS Japanese Knotweed Risk Categories
5. Proposed method of treatment
6. Methodology
7. Programmed Work
8. Identifying
9. Additional control measures
10. Health & Safety
11. Benefits
12. Next Step
13. Warranty Period
14. Guarantee

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

1. Site Findings and Requirements

1.1. The site consists of an area of unmanaged grassland that is a former University playing fields facility located in the northeast of Wrexham off Holt Road. The site has largely been fenced off to restrict access although it is used by local dog walkers. Around the boundaries of the site there are areas of dense and scattered scrubs containing various species of vegetation.

1.2. Surrounding area comprises residential properties to the north, east and west with Holt Road and further residential dwellings on Langford Close to the south.

1.3. The site was inspected on 11th March 2022 outside of the expected growing season with visible knotweed being identified within the site.

1.4. Knotweed was located in two locations on site - both are adjacent to the boundary within the southwest corner of the site. Both areas of Knotweed have previously treated by the University grounds staff although with what and over what timescale is not known.

1.5. No other Knotweed was visible immediately beyond the site boundaries within neighbouring properties.

1.6. There was also a significant patch of Bamboo located on the southern boundary within the field margin of the playing field area. It is growing within the rear garden of a residential property located on Langford Close where it is being maintained although it appears to have been allowed to spread on to this land. This will require management to prevent further spread along the field margin consisting of targeted herbicide applications to prevent further spread of this highly invasive plant yet minimize damage to surrounding vegetation.

1.7. The site is to be developed into residential dwellings with a portion of the field remaining as sports playing surfaces / public open space. All three areas of Invasive Non Native Species that were visible during the inspection were located within the area of public open space and as such can be monitored and treated 'in-situ' as part of an invasive weed management programme.

2. Site Map



- Site Boundary
- Rhizome Buffer Zone
- JK Within site
- JK Beyond site
- Bamboo
- Himalayan Balsam
- Giant Hogweed
- Other as identified within report

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Date: 16th March 2022
Client: Bellway
Project Ref: IWMP2324A
Site: Land off Holt Road
Scale: NTS

3. Photographs of Findings



Photo 1: Development area overview to the east



Photo 2: Development area overview to the west



Photo 3: Northern boundary



Photo 4: Eastern boundary



Photo 5: Southern boundary



Photo 6: Playing field area with Invasive Non Native Species on southern boundary



Photo 7: Japanese Knotweed Area 1 in southeast corner



Photo 8: Japanese Knotweed Area 2 in southeast corner



Photo 9: Bamboo adjacent to Langford Close



Photo 10: Bamboo in adjacent garden in Langford Close



Photo 11: Bamboo growing in adjacent garden - encroached into site



Photo 12: Bamboo adjacent southern boundary

4. RICS Japanese Knotweed Risk Categories

To help understand and categorise the level of risk that the knotweed presents to homeowners, purchasers or lender, The **Royal Institution of Chartered Surveyors (RICS)** have created a "risk" table. The location of the Japanese knotweed in relation to the property will be formerly recorded and the risk category will be accurately assessed. The area around the visible knotweed will contain underground rhizomes and this area is indicated on out survey drawing and referred to as the "risk zone"

RICS RISK TABLE

Category	Description
4	Japanese Knotweed is within 7 metres of a habitable space, conservatory and/or garage. Either within the boundaries of this property or in a neighbouring property or space; **and/or** Japanese Knotweed is causing serious damage to outbuildings, associated structures, drains, paths, boundary walls and fences and so on. **Further investigations by an appropriately qualified and/or experienced person are required.**
3	Although Japanese Knotweed is present within the boundaries of the property, it is more than 7 metres from a habitable space, conservatory and/or garage. If there is damage to outbuildings, associated structures, paths and boundary walls and fences, it is minor. **Further investigations by an appropriately qualified and/or experienced person are required.**
2	Japanese Knotweed was not seen within the boundaries of this property, but it was seen on a neighbouring property or land. Here, it was within 7 metres of the boundary, but more than 7 metres away from habitable spaces, conservatory and/or garage of the subject property.
1	Japanese Knotweed was not seen on this property, but it can be seen on a neighbouring property or land where it was more than 7 metres away from the boundary.

Please note this Risk Category classification from RICS is changing in late March 2022 – all reports produced in 2022 prior to the release date of the new classification categories will be amended and re-issued.

5. Proposed Method of Treatment – 'In-situ' herbicide & mechanical process treatment

Knotweed Eradication will utilise an 'in-situ' treatment programme that will comprise the targeted application of appropriate herbicide together with mechanical processes. A selection of the following MAPP-approved products on the affected areas. Chemical selection will be made based on location of treatment area surrounding environmental factors such as adjacent watercourse, desirable vegetation, neighbouring residential dwellings etc.

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

6. Methodology

6.1. Following discussion with site management warning signs or fencing will be erected to identify infestations to other site personnel. Additionally, contractors working on site should be briefed by site management to familiarise them with the appearance of the plant and the consequences of not dealing with it correctly. Professional advice should be sought if other possible infestations are noted on site.

6.2. Unauthorised access, disturbance or removal of contaminated material will be prohibited to prevent cross-contamination i.e. the spread of the plant to other areas of site and create further infestation.

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

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

6.5. Should access to the area be required during the treatment period, advice should be sought prior to entering – at all times activities in / around the affected areas will be carried out with the aim of maintaining high levels of bio-security and prevention of cross-contamination.

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

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

7. Programmed Work:

Treatment of Invasive Weed infestations is to be undertaken for a minimum period of three years to effectively deal with the species although in many situations a longer initial treatment period is required. A detailed schedule of works and annual treatment and monitoring programme is given below in Table 1.

Site Name: Land off Holt Road	Job Ref: IWMP2324A	Client: Bellway
Location: Wrexham	**Description**	
April – Oct 2022	**Monitoring of known areas within treatment zone. Herbicide treatment of Bamboo & Japanese Knotweed.**	
Jan – March 2023	**Winter site preparation.**	
April – Oct 2023	**Monitoring of known areas within treatment zone. Herbicide treatment of Bamboo & Japanese Knotweed.**	
April – Oct 2024	**Monitoring of known areas within treatment zone. Herbicide treatment of Bamboo & Japanese Knotweed.**	
October 2025	**Survey and sign off on initial treatment completion – any development / construction works within the affected areas will require the contaminated soil to be dealt with accordingly i.e. excavated and disposed of or buried.**	
Oct 2025 - onwards	**Warranty monitoring period to 2030.**	

8. Identifying invasive plants

8.1. Identifying Japanese knotweed

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

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

8.2 Identifying giant hogweed

- You should take great care when identifying giant hogweed. Contact with the plant, particularly the sap, can lead to severe blistering and scarring.
- Giant hogweed closely resembles native cow parsley or hogweed. It can take four years to reach its full height of 3-5 metres and flower. Giant hogweed:
- has a reddish purple stem with fine spines that make it appear furry - like a stinging nettle
- has hollow stems
- has spotted leaf stalks
- has leaves up to 1.5 metres wide
- flowers in June and July
- has flower heads that are usually 50 centimetres wide - each flower head is capable of producing 50,000 seeds every year
- has seeds that can stay in the soil for several years before they develop

8.3 Identifying Himalayan balsam

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

- has dark green, lance-shaped leaves with jagged edges
- has reddish coloured stems
- flowers from June to October

- has large, brightly coloured flowers that are usually in variable shades from purple to pale pink
- can produce around 2,500 seeds per plant each year
- has explosive seed pods that can throw seeds over 6 metres away from the plant

8.4 Identifying Montbretia

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

8.5 Identifying Variegated Yellow Archangel

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

8.6 Spraying invasive plants with herbicide

- Treating invasive plants with herbicide can be a very effective method of treatment. You will have to re-spray. It usually takes at least three years to treat Japanese knotweed until it is dormant. Giant hogweed seeds can continue germinating for 15 years after the last seed fall
- If the plant is in or near to water you must have agreement from the Environment Agency to use the herbicide. The herbicide must be approved for use in or near water.
- The herbicide's effectiveness depends on the type used. An advisor certified by BASIS (the registration, standards and certification scheme for pesticides and fertilisers) will be able to advise you on the most suitable type of herbicide for your situation and when best to apply it.
- Giant hogweed and Himalayan balsam both drop large quantities of seeds. A control programme will need to continue for several years, with checks carried out throughout the growing season. If you are trying to eradicate these plants from a riverbank it is important to ensure that any plants upstream are also treated to avoid seeds being washed onto the site.
- Japanese knotweed has a large underground network of rhizomes (underground root-like stems). To eradicate the plant you must kill the rhizomes. Picking the right herbicide is essential, as it must travel through the plant and into the rhizome system below. Several herbicides can treat Japanese knotweed successfully - you will need to pick the right herbicide for your situation. Glyphosate is effective because it penetrates through the whole plant.

8.7 Using herbicides

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

8.8 Burying invasive plant material onsite

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

8.9 What you must do

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

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

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

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

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

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

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

8.10 Good practice

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

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

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

9. Additional control measures:

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

10. Health and Safety

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

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

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

10.3 Health and Safety Guidelines

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

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

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

11. 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

12. Next Steps:

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

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

13. Warranty Period

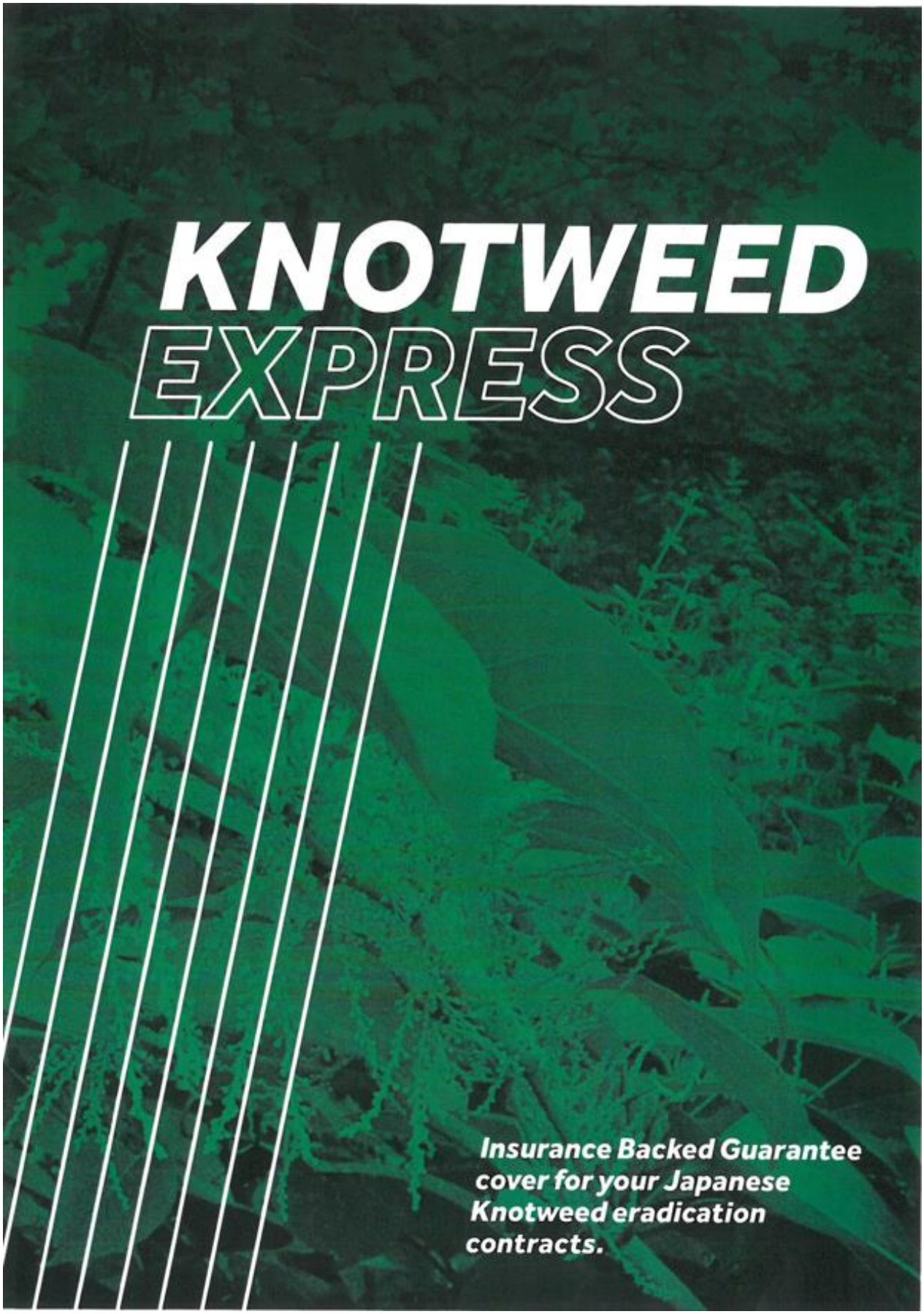
Following completion of the treatment programme, a 5 year warranty period will commence during which time continued monitoring of the site will be undertaken with any reoccurrence of knotweed within the locations specified in this report being treated at no additional cost to the client or subsequent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

14. Insurance Backed Guarantee

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

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

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


KNOTWEED
EXPRESS
Insurance Backed Guarantee cover for your Japanese Knotweed eradication contracts.

MAKE A GOOD DEAL BETTER - ENSURE YOUR GUARANTEE IS INSURANCE BACKED.

How do I get a Knotweed Express Insurance Backed Guarantee?

When quoting for treatment works, your PCA member will include a policy or provide you with a quotation for a GPI Knotweed Express Insurance Backed Guarantee.

GPI can provide insurance cover for a period of up to ten years and only a one-off premium payment is required. The quotation will confirm the premium applicable and there may be an administration fee charged by the contractor (not more than £35).

If you wish to proceed with the purchase of a Knotweed Express IBG, you would simply confirm this to your chosen PCA member contractor and pay the appropriate premium, administration fee and Insurance Premium Tax. The contractor would then make an application to GPI and a policy documentation set would be issued for your retention.

It is important to note that the policy is issued based on an estimated completion date, however cover shall only commence on the completion date, this being the date that the contractor certifies, in the form of a Completion Certificate, that the treatment works and the monitoring works detailed in the Management Plan have been completed.

You should ensure that the PCA member provides you with a management plan prior to treatment work commencing and a completion certificate and written guarantee when the treatment and monitoring works have been completed.

COMPARISON

GPI Knotweed Express IBG VS Contractors stand-alone management plan and guarantee

Insurance Protection covering the eradication of Japanese Knotweed and associated invasive species.	GPI Knotweed Express Insurance Backed Guarantee	Contractor Guarantee (only)
Actual Period of Cover.	Up to 10 years	Only for as long as the contractor is trading
Insurance Policy for each Property.	✓	✗
Protects against contractor ceasing to trade.	✓	✗
Underwritten by a UK based, authorised and regulated insurance company.	✓	✗

GPI

> Who are GPI?

GPI is a UK based general insurer, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. With many years' experience, GPI specialises in the provision of IBG's.

> Contact Us

If you have any queries about the cover provided by our Knotweed Express Insurance Backed Guarantee product (your contractor is not able to discuss the cover with you as they are not a regulated firm, however GPI are happy to answer any enquiries that you may have), please address them direct to GPI by:

telephoning during office hours:
01292 268020
sending us an e-mail at:
info@gp-insurance.co.uk
or visiting our website:
www.gp-insurance.co.uk

Guarantee Protection Insurance Ltd is registered in England as a Limited Company with the registration number 03326803 and the registered office at 14 Castle Street, Liverpool, L2 0NE. Guarantee Protection Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Reference Number on the Financial Services Register is 207658.



ARE YOU WORRIED ABOUT FINDING THE RIGHT CONTRACTOR FOR YOUR NEEDS?

There are many ways to choose a contractor but it is more reliable to look to those who are members of recognised trade bodies such as the Property Care Association (PCA), and in respect of Japanese knotweed eradication, are also a member of their Invasive Weed Group.

Contractors should issue a written guarantee for the work they have carried out. This means that you should be protected, subject to the terms and conditions, if the treatment work fails within the term of that written guarantee.

PCA Property Care Association

WHAT HAPPENS IF THE CONTRACTOR IS NO LONGER TRADING?

Members of the PCA are able to offer a Knotweed Express Insurance Backed Guarantee (IBG), provided by Guarantee Protection Insurance Ltd (GPI), to safeguard your written guarantee. By obtaining a Knotweed Express IBG through your chosen contractor you will be protected in the future if re-growth of Japanese knotweed occurs at the location of the original treatment as detailed within a management plan and the original contractor has ceased to trade.

The cover provided by a Knotweed Express IBG commences on completion of the treatment and monitoring work, this being the date that the contractor certifies, in the form of a Completion Certificate, that the treatment works and the monitoring works have been completed.

MOST CONTRACTORS PROVIDE GUARANTEES, OFTEN BETWEEN 2 AND 10 YEARS. HOWEVER, NOT ALL OF THESE WILL HAVE THE BACKING OF AN INSURANCE POLICY.

Imagine that Japanese knotweed re-grows during the guarantee period and you try calling your contractor only to discover they have ceased to trade. Who is going to re-treat the problem under your written guarantee?

More importantly who is going to pay for it? All too often the answer may be you - unless you have been given, or have taken out, insurance which supports this guarantee.

WHAT IS GPI'S KNOTWEED EXPRESS IBG?

The general principle of our Knotweed Express IBG is simple. It will honour the terms of the written guarantee, originally issued to you by your contractor, where that contractor has ceased to trade and is, therefore, unable to meet their guarantee obligations by carrying out or meeting the costs of any re-treatment works that may be required during their written guarantee.

If the re-growth of Japanese knotweed should occur, which should be covered under a written guarantee previously given by a contractor who has ceased to trade and where you have the benefit of a Knotweed Express IBG from GPI, you would make a claim to GPI. We would collect a completed claim form from you as well as copies of some important associated documentation in relation to your original treatment works, such as your completion certificate, original management plan and written guarantee.

Once this is received a re-inspection of the property would be organised by GPI and this would be carried out by an alternative PCA member contractor. There is a re-inspection fee payable (of approximately £250) in respect of each and every claim.

The fee would be returned to you, should the claim be valid.

Where the re-inspection report confirms the re-growth of Japanese knotweed in the area(s) originally treated, and detailed within your management plan, and that would also have been covered by the original contractors' written guarantee, GPI will meet the reasonable costs of the re-treatment works that are required.

GPI's Knotweed Express Insurance Backed Guarantee meets the demands and needs of those who have had invasive weed eradication work carried out by a PCA registered contractor and require insurance protection in the event that the original contractor has ceased trading and is unable to honour the terms of their written guarantee.

For full details of the cover provided by GPI's Knotweed Express IBG, as well as details of any significant or unusual exclusions or limitations of the cover, please see a copy of our Policy Summary, which is available on our website:

www.gp-insurance.co.uk/pca-insured-guarantees.php

References

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

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

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

Web Sites

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

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

Property Care Association
www.property-care.org

KNOTWEED ERADICATION

Specialist Weed Control & Site Vegetation Clearance

Client: XXXXXXXXXX and its successors in title, the owner(s) for the time being of the property or any part thereafter and any mortgages, charges and security trustees (and financial institutions on whose behalf they are acting) lessees and lessee's mortgages.

Property: XXXXXXXXXXXXX

Report No: IWMPXXXXA

Report Date:XXXXX

Date work completed: XXXXXXX

TERMS OF WARRANTY

Invasive Weed Warranty

1. Helmrig Limited trading as Knotweed Eradication hereinafter referred to as "The Company" hereby **WARRANT** that, save as hereinafter provided or as provided in the Company's standard terms and conditions of business (quotation pages 4-6) applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of Warranty notifying the Company in writing within the year warranty period offered from the date of completion of the work if:

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

2. The Company, upon production of this Warranty will arrange for the land to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence complained of is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.

3. If upon such inspection it appears 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 treatment areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.

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

    i. where the person entitled to the benefit of this Warranty does not give written notice of the claim under this Warranty to be received by the Company within twelve 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:

SAMPLE

Head Office • New Inn Farm, Dawson Lane, Leyland PR25 5DB
Tel: 01772 621013 • Fax: 01772 623658 • Email: info@knotweederadication.co.uk
Registered in England 1524060 HELMRIG LTD. • Registered Office as above

ii. where all works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.

iii. where the Client failed to pay the full amount of the programme of works in the original Invasive Weed Management Plan, any properly payable additional costs, and any interest due within six months of the date upon which the same fell due.

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

v. where any reasonable recommendation given by the Company addressed to the client has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets. This may relate to cutting or pruning, the removal of waste, site clearance of the exclusion of plant, materials from areas adjacent to the treatment area.

vi. where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.

vii. where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.

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

6. This Warranty is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business (quotation pages 4-6) current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be incorporated herein. Terms and conditions are attached to the original report. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this Warranty shall apply.

7. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Warranty and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.

8. For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property or the relevant part, it shall no longer be entitled to the benefit of the rights conferred by this Warranty and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and/or obligations under this Warranty.

SAMPLE

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

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

   If the claim is justified, your payment will be returned in full. If 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.

10. In the event of a dispute arising under this Warranty as to the amount to be paid or the work to be performed the dispute may be referred for determination by an expert chosen by mutual agreement between parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act either party may apply to the General Manager of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question with Peter Fitzsimons Technical Manager (Invasive Weeds) Tel: 01480 587931 www.property-care.org.

Signature



Gary Andrews

KNOTWEED ERADICATION
New Inn Farm
Dawson Lane
Leyland
PR25 5DB

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