



Eco Control Solutions

Japanese Knotweed Management Proposal For



Property Location

Long Lane, Dewsbury, WF128LG

ECS reference: 20307

Date: 07/07/2026



Eco Control Solutions Limited - Company number: 06446234 - VAT Registration Number: 929 7826 66
Head Office – Titan House, Wakefield Road, Hemsworth, WF9 4AB

Section 1.1

Eco Control Solutions Survey Report

Eco Control Solutions (ECS) carried out a site survey on behalf Jonathan Bailey, of Wordworth Properties. The site is located at Long Lane, Dewsbury, WF128LG. A visual walk over survey was carried out on 06/07/2026 by Mark Rushton and Matt Haikings (Invasive Weeds specialist).

ECS are one of the leading invasive weeds eradication consultants in the country, offering professional yet practical solutions to all invasive weed and ecological issues.

Site Overview:

The purpose of this survey is to assess the presence, extent, and potential impact of **Japanese Knotweed** across the land just off Long Lane identified for the proposed development. Our inspection focuses on mapping visible growth, evaluating likely rhizome spread, and determining any historical or neighbouring sources of infestation so that appropriate remediation strategies can be integrated into the development timeline.

Full PPE is required before access to the site can be granted. Entry is currently achieved via a temporary opening in the fence line at the upper end of the plot directly off Long Lane. From this point, a narrow pathway runs along the right-hand boundary and descends towards a wooded section forming the rear extent of the proposed development area, known locally as Chickenley Beck.

Chickenley Beck contains a small stream, crossed via a single timber plank. Upon crossing and moving immediately to the right, early indications of Japanese Knotweed become visible. The first emergent growths appear through dense, well-established understorey vegetation comprising brambles, nettles, laurel and various other species, which partially obscure the infestation.

Although sporadic, the Knotweed appears to be confined to a localised area estimated at approximately 25m². Growths vary in maturity, with several small, juvenile shoots present and the largest stems reaching approximately 1 metre in height. The infestation is positioned on both sides of the stream, meaning treatment will be required across both banks. Due to the proximity to a watercourse, all herbicide applications must follow approved methods and adhere to relevant environmental regulations.

Given the boundaries identified during our survey, we recommend implementing a herbicidal spraying management programme, with no requirement for excavation, which is often necessary on proposed development sites.



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The infestation falls into category C on the RICS management category assessment scale (see section 3.5 for clarification)



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This site has several potential issues with Japanese Knotweed. Please see the Map in Section 1.2 of this report “Map 1 ECS ref 20307” where all current noted Japanese Knotweed has been identified and the areas of concern have been clearly highlighted.

Issue 1: The current noted Japanese knotweed should not be cut/damaged. This would assist in preventing any further site contamination or the opportunity that a member of staff/contractor takes small pieces off site contaminating other areas. Japanese knotweed is legally classified as **controlled waste** and should therefore only be handled by a specialist licensed controlled waste operator.

Issue 2: The area of the infestation is at the bottom rear of the land boundary in Chickenley Beck so care should be taken due to the serious undergrowth currently present on approach an also in and around the infestation.

Issue 3: Numerous growths within the infestation are located directly alongside the stream, meaning ECS will obtain an **AqHerb01** licence allowing any herbicidal treatment being carried out in this area. Approval is required for all aquatic-safe herbicide use near a watercourse, and no works can commence until consent has been formally granted, again this will be completed by ECS.

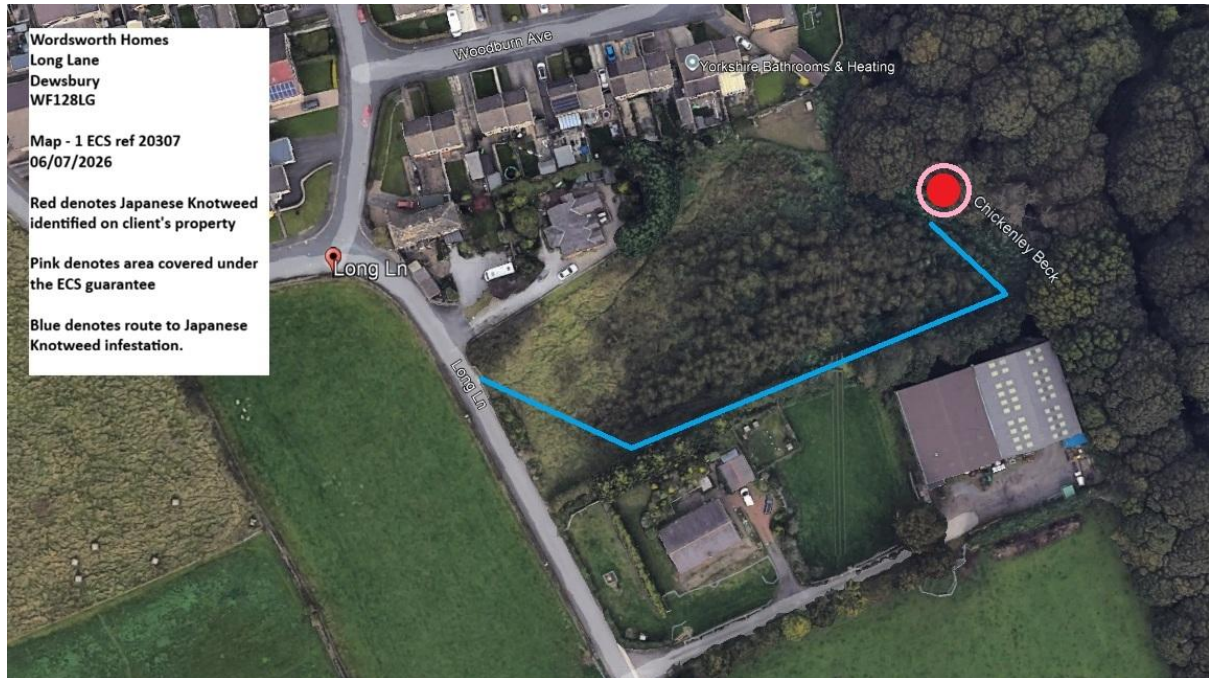
Small fragments of Japanese Knotweed rhizome can be sufficient to cause further contamination of the entire site and beyond. Damaging of Japanese Knotweed plants can delay the programme and add to costs.



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Section 1.2

Map 1 – A detailed map of the site.



Areas of concern are highlighted as follows:

The **Red** denotes the current noted infestation of Japanese Knotweed on client's site/property.

The **Blue** denotes the route through the site to the infestation of Japanese knotweed on the property.

The **Pink** denotes the areas covered under the ECS 10-year company guarantee.



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Section 1.3

Site Photographs Taken by ECS During Our Survey

Picture One: This picture shows one of the main growths in the infestation showing good height and health canopy.



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Picture Two: This picture shows the infestation growing on the bank of the stream directly into the water.



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Picture Three:

This picture shows the growth on the opposite side of the riverbank surrounded by heavy undergrowth.



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Section 1.4

ECS' Proposed Japanese Knotweed Management Solution

ECS offer a complete tailored solution, delivering a guaranteed Japanese knotweed management programme for a fixed lump sum price.

ECS would recommend that the most economical and appropriate solution would be to enter all of the current noted Japanese Knotweed, as per Map 1, into ECS's three year herbicidal in-situ programme. The treatment programme will run until November 2028, a completion letter/email will also be issued at this stage.

The treatment guarantee will then run for 10 years after the issue date. The treatment guarantee can be issued in advance, however, the total contract value would need to be paid in full before the documentation will be provided.

A proposed scope of works:

- ECS herbicidal in-situ spraying management programme for all JK during the growing season of 2026.
- ECS may carry out winter clearances of the stems, as necessary, facilitating growth for treatment. Any cleared stems will be left on site.
- A mixture of both foliar spraying and stem injection will be used.
- To repeat this spraying programme during the 2027 growing season.
- To repeat this spraying programme during the 2028 growing season.
- Testing and monitoring of treated Rhizomes JK, October 2028 and issue of ECS's Treatment Guarantee and completion certificate.
- If viable growth is found after completion this will be re-entered into an herbicidal treatment programme.

Actions to be taken by the client:

The client should ensure that no Japanese knotweed is pulled/damaged/disturbed and advise any relevant party/parties who work on/use the land to the presence of Japanese Knotweed infestations and inform them of the proposed works. Any such issues will add to the length of the treatment programme, and ultimately increase costs.

ECS work to a lump sum pricing policy to give peace of mind to our clients and make it easier to budget. Within the lump sum figure there are no additional costs for the services stated within this proposal.



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All ECS' Japanese Knotweed Management plans are covered by our 10-year treatment guarantee, backed up by a minimum level of £5 million Professional Indemnity cover.



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Section 1.5

Insurance Backed Guarantee

Section 7 of the Terms and Conditions to the rear of this document outlines ECS's 10-year company guarantee covering works up to £5 million.

As a member of the Property Care Association (PCA) ECS are able to offer separately underwritten Insurance Backed Guarantees (IBGs) to sit alongside our ECS 10-year company guarantee. These give our client's both additional peace of mind, as well as an increased level of cover which some mortgage lenders may require before proceeding to release funds.

The KNOT New policy covers the client from the day the contract begins, for 10 years. Should ECS cease trading at any point throughout the contract or warranty period, the guarantee will allow for an alternative PCA contractor to pick up the works where ECS left off, whether this is within the treatment, monitoring or guarantee period. This option is suitable should you wish to sell the property in question immediately and the lender required an IBG. This option is only available on herbicidal treatment programmes.

Please ask if you require any further information with regards to these products.



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Section 2.1

Background Information on Japanese Knotweed

Japanese Knotweed is capable of growing 6cm per day and is found throughout the UK. It is highly invasive and capable of exposing weaknesses in buildings, foundations, concrete and tarmac. It has the capability to regenerate from rhizome as small as 0.02g therefore there is a substantial risk of spreading the plant via groundwork and disturbance.

Japanese Knotweed can cause:

- A reduction in land value
- Damage to foundations and structures
- Damage to road surfaces
- Damage to walls
- A monoculture swamping out native vegetation

Japanese Knotweed is regulated by several acts of legislation, the main being:

- The Wildlife and Countryside Act (as amended) 1981
- The Environmental Protection Act 1990
- The Environmental Protection (Duty of Care) Regulations 1991
- Third party litigation where damages may be sought for allowing Japanese Knotweed to spread onto other properties
- The Anti-social Behaviour, Crime and Policing Act (ASBO) 2014

The legislation above puts a duty of care on the landowner with Japanese Knotweed infestations to be proactive in the control and eradication of it.

Planning permission and mortgages will also generally be refused without an eradication programme in place for the infestation.



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Example picture: evidence of Japanese knotweed penetrating through house (not on client's land)



Example picture: evidence of Japanese knotweed penetrating through house (not on client's land)



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Section 3.1

ECS specialise in providing tailor made solutions suited to the client's requirements. ECS can provide a wide and varied range of eradication solutions. These methodologies can be utilised individually or in conjunction to provide a bespoke, efficient and cost-effective solution.

ECS' IN-SITU HERBICIDAL METHODOLOGIES:

ECS' Bespoke Herbicidal Management Plan

ECS's Bespoke Herbicidal Management Plan will aim to eradicate Japanese Knotweed in as short a timescale as possible. The methodology of the ECS system is based on the understanding that each infestation is different, combined with an in-depth knowledge of Japanese Knotweed. ECS design herbicidal treatment programmes which will differ from site to site but still carry the ECS 10-year guarantee.

The ECS herbicidal management plan solution seeks to eradicate the Japanese knotweed infestation through regular and effective herbicidal treatment. It is expected that after 3 years of herbicidal treatment the plant will no longer present viable growth at the property/site. It is expected that upon completion of the treatment programme the plant will no longer present viable growth at the property/site. ECS' solution is also more environmentally friendly than standard herbicidal applications due to lower dose rates than traditional, longer programmes. Working closely with our clients, the ECS herbicidal programme can greatly reduce the presence of Japanese knotweed through effective management, yet still give a fully guaranteed service which leaves affected areas free of Japanese knotweed for good, and covered by our guarantee for 10 years.

ECS Aquatic Herbicidal Management (including application for AqHerb01 licence from the Environment Agency (EA))

ECS's Aquatic Approved Herbicidal management system will reduce the presence of Japanese Knotweed over several growing seasons. The methodology of the ECS system is based on the understanding that each infestation is different, combined with an in-depth knowledge of Japanese Knotweed. ECS design herbicidal treatment programmes which will differ from site to site but still carry the ECS 10-year warranty. ECS cannot guarantee any works whereby the infestation is located within 1m of water, due to flooding risks and the risk of the infestation returning from sources upstream.



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Stem Injection

Contrasting from traditional Japanese Knotweed herbicidal treatment methods which are applied to the surface of the leaves of the plant, stem injection targets the application of a controlled quantity of herbicide directly into the core of the plant. This direct targeting of the herbicidal application enables stem injection to be the least insidious method of remediating of Japanese Knotweed.

Stem injection is not weather dependant - traditional spraying methods are severely compromised by weather conditions and cannot be applied during heavy winds or rain.

Stem injection can 100% be safely applied in an area where TPO's (Tree Preservation Orders) have been issued - traditional spraying and mechanical removal methods are not suitable and will result in severe damage. Stem injection is accepted and authorised by the Environment Agency for use on organic approved farms, without causing the loss of their organic status. Due to the labour intensiveness of stem injecting it is really only used on smaller sites or sites that carry environmental issues for example water courses and TPO's

The ECS herbicidal spraying methodology can severely damage any vegetation within 2-3 meters of the target Japanese Knotweed. Whilst ECS take every precaution to reduce spray drift and collateral damage it is sometimes unavoidable when treating this hardy plant. The client will take responsibility for any collateral damage caused by ECS whilst acting under the client's instruction.



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Section 3.2

ECS INSTANT REMOVAL METHODOLOGIES:

Dig and Dump

This requires the excavation of the contaminated areas off site and to an approved landfill. Environmental guidelines state that soil should be removed 7 metres from every stand and to a depth of 3 metres. The excavated material must be treated as controlled waste, as per the Environmental Protection Act 1990. Due to regulations regarding use of landfill sites this has become an expensive option of control.

ECS's specialist knowledge and experience allows us to greatly reduce the amount of contaminated materials that need to be removed to landfill, this can be achieved by taking full responsibility of the excavation and our "clerk of works" monitoring every stage until completion. ECS can reduce the amount of spoil removed up to 60%, and this will also include our 10-year guarantee.

Stockpiling

Integrated on-site treatment provides the client with a flexibility of choice. Soil can be excavated from the contaminated area and relocated to a more convenient area on the site where it can be stockpiled on a geo-textile membrane. The Japanese Knotweed can then be allowed to grow normally then herbicidally treated. Once successful, soil can then be reintroduced and re used on the site. This method reduces the environmental and economic problems of the dig and dump strategy.

Cell Burial

This option provides a solution appropriate for the timescale of each individual development. Japanese Knotweed onsite burial is a fast cost effective method of dealing with Japanese Knotweed infestations. The constraints to this methodology are site size, water levels and area of development. Within the cell burial programme a pit is dug and lined with a geotextile membrane. All joints within the cell are sealed closed. The Japanese Knotweed is then excavated under the direction of a highly experienced ECS clerk of works. This is then capped with a cover of geotextile membrane and welded shut, thus creating "The Cell". A cover of soil is then placed on top of the cell to a depth of approximately 2 metres. This solution is perfect for areas of sites that are not to be piled or built on. Historically clients have built car parks on top of the cells. This Japanese Knotweed Management Strategy is covered by the ECS 10-year company guarantee.



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Points to note for any excavation works

Mechanical excavation can be up to three meters deep; it is the client's responsibility to advise ECS of any underground buried services before the commence of excavation works, if underground services are located ECS reserve the right to alter our offer as extra costs may be incurred.

The above is subject to a soil report being made available and the soil is not contaminated with any other contaminants I.E. Hazardous waste, if ground is classified as Hazardous waste in combination with Controlled waste (Japanese Knotweed) ECS remain the right that our costings will have to be reviewed and altered.

The above does not include the importation of clean backfill.

The client to supply ECS with maps detailed any underground buried services before excavation works commence, if any services are located within the designed to be excavated area, ECS remain the right that our costings will have to be reviewed and altered.



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Section 3.3

ECS ASSOCIATED MEMBERSHIPS

ECS is a cutting-edge company and we ensure the highest quality to our clients by means of:

- Our professional qualifications.
- More than 30 years' experience in eradication / controlling invasive weeds and ecological issues.
- Associated memberships.

In addition to being qualified as CPD certified, ECS take pride in being members of other established, widely recognised and reputed organisations. ECS are members of:



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



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



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Safe contractor is an accreditation scheme that assesses the health & safety competency of contractors and service providers. Clients have a legal obligation to ensure that external contractors and service providers working on their premises operate in a safe way. There is therefore a need to assess contractor's health & safety arrangements and increasingly this is being carried out through Safe contractor. Many large organisations now use Safe contractor as their primary means of selecting contractors.



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



ECS are one of the UK's principal eradication specialists experienced in organising local invasive weed CPD venue's. Please contact us to find out your next local venue. CPD – Continuing Personal or Professional Development - is the term that describes a commitment to structured skills enhancement and personal or professional competence. The CPD Certification Service helps organisations provide certified CPD and acts as a point of contact for those seeking to obtain certified CPD material. It supports further learning initiatives being undertaken by Government, professional institutions, trade associations, individual organisations, training providers, suppliers and so on.



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Section 3.4

ECS CPD Training

If you require more information regarding general invasive weeds ECS can offer CPD certified seminars (free of charge for our customers). We typically discuss the following subjects:

- Japanese Knotweed, Himalayan Balsam, Ragwort and Giant Hogweed.
- Legal responsibilities
- Legal border/boundary disputes
- Change of status
- Health and safety issues

An understanding and advanced awareness of Japanese Knotweed and other invasive weed issues are a vital component in the pursuit of achieving substantial cost reductions. Remediation costs can be vastly reduced if a Japanese Knotweed eradication plan is instigated in the early stages of a development project.



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Section 3.5

The RICS (Royal Institute of Chartered Surveyors) management categories for Japanese Knotweed are ranked from A to D.

A being the highest risk and D being the lowest.

Category	A	B	C	D
Description	Japanese Knotweed was found on site during the site inspection causing visible material damage to a structure. Significant impact- action required.	Japanese Knotweed was found on site during the site inspection causing no visible material damage to any structure, however, is likely to prevent use of or restrict access to amenity spaces. Potentially significant impact- action required.	Japanese Knotweed was found on site during the site inspection however no visible material damage to any structure could be seen, as well as no restrictions to amenity spaces Low impact.	Japanese Knotweed was not seen on this property, but it can be seen on a neighbouring property or land where it was more than three metres away from the boundary. Record presence and location in notes- no action required.



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TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Interpretation

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

Company: Eco Control Solutions Limited and its employees, consultants and subcontractors;

Company Guarantee: the Company's insurance-backed promise to the Guarantee Beneficiary;

Conditions: these Terms and Conditions of Supply;

Confidential Information: any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential, or the information could reasonably be supposed to be confidential;

Contract: any contract between the Company and the Customer for the supply of Services, incorporating these Conditions;

Contract Price: the price payable by the Customer to the Company for the Services;

Customer: any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any parent or subsidiary company of the Customer and any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

Customer Representative: the person or legal entity appointed by the Customer to liaise with the Company on all matters relating to the Contract;

Disclose: provide information to the Company that may have a material effect on any Treatment Programme;

Document: any document in writing, and any map, plan, graph, drawing or photograph and any film, negative tape or other device or document embodying visual images and any disc, tape or other device or document embodying any other data;

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

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

Guarantee Beneficiary: the person(s) or legal entity(ies) who have the benefit of the Guarantee;

Guarantee Certificate: the document embodying the Guarantee;

Guarantee Period: the specified number of years from the date of completion of the Treatment Programme that the Guarantee shall remain in force.

Input Material: any Documents or other materials, and any data or other information provided to the Company by the Customer relating to the Services;

Insurance Backed Guarantee: additional insurance which can be taken out at extra cost covering the Company Guarantee (and Management Plan if the Knot NEW product is selected) in the instance of insolvency of the Company;

Intellectual Property Rights: any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

Management Plan: The live document including site specific details, approximate treatment schedule and records of works carried out.

Output Material: any Documents or other materials including any data or other information provided by the Company to the Customer relating to the Services;

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

Post Treatment Management Plan: a document that sets out the precautions to be followed by the Customer upon completion of the Treatment Programme;

Proposal: The document which highlights details of the original survey and treatment options. This generally includes the quote however, the quote can also be a separate document if required;

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

Services: those services referenced in the Company's written acceptance of the Customer's order issued pursuant to Condition 2.3;

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

Third Party Agreement: has the meaning given to it in Condition 7.7;

Treatment Area: the area undergoing the Treatment Programme identified on the map within the Proposal. This will also be the area covered by the Company Guarantee. Excluded areas will be detailed in the Proposal and subsequent Management Plan

Treatment Programme: the method used by the Company to manage Japanese Knotweed and any other weeds;

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

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

1.4 **Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.**

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

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

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

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

1.9 **These Conditions shall apply both to Customers who are:**

(a) **business customers; and**

(b) **consumers.**

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

2. Application of terms

2.1 **The Company will submit a quotation to the Customer which shall remain valid for the period stated in the quotation, or if no period is stated therein, for a period of 30 days from the date on which the quotation was issued.**

2.2 **The Company's quotation will be deemed to have been accepted when the Customer places a corresponding order with the Company.**

2.3 **No Contract shall be deemed to have arisen unless and until the Company accepts the Customer's order in writing.**

2.4 **The Customer acknowledges and agrees that the Company may commence performance of the Services upon issuance of the Company's written acceptance of the Customer's order pursuant to Condition 2.3 above.**

- 2.5 Unless otherwise agreed in writing by the Company and subject to any variation under Condition 2.6, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply).
- 2.6 Subject to Condition 2.5, these Conditions apply to the supply of all Services by the Company and any variation to these Conditions and any variation to or representations about any Services shall have no effect unless expressly agreed in writing by the Company.
- 2.7 The following Conditions 2.8-2.13 shall apply if and only if the Customer enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.8 The Customer may cancel a Contract entered into with the Company at any time within the period:
- (a) beginning when the Contract was entered into; and
 - (b) ending at the end of 14 days after the day on which the Contract was entered into.
- The Customer does not have to give any reason for the cancellation.
- 2.9 The Customer agrees that the Company may begin the provision of the Services before the expiry of the period referred to in Condition 2.8 (b), and the Customer acknowledges that, if the Company does begin the provision of the Services before the end of that period, then:
- (a) if the Services are fully performed, the Customer will lose the right to cancel referred to in Condition 2.8;
 - (b) if the Services are partially performed at the time of cancellation, the Customer must pay the first invoice stage as detailed in the Proposal or the Company may deduct such amount from any refund due to the Customer in accordance with the exercise of the right to cancel referred to in Condition 2.8.
- 2.10 In order to cancel a Contract on the basis described in Condition 2.8, the Customer must inform the Company of the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.11 If the Customer cancels a Contract on the basis described in Condition 2.8, the Customer will receive a full refund of any amount the Customer paid to the Company in respect of the Contract, subject to the requirements of Condition 2.9.
- 2.12 The Company will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 2.13 The Company will process the refund due to the Customer as a result of a cancellation on the basis described in Condition 2.8 without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 2.14 The Company reserves the right to cancel the contract after the first operational visit if any issues have arisen which were not identified in the original survey.
- 2.15 Unless the Customer is contracting with the Company at a distance or off-premises as a consumer and the Customer cancels the Contract on the basis described in Condition 2.8, the Contract may not be cancelled by the Customer without the Company's written consent and subject to the payment to the Company of all costs, charges and expenses incurred by the Company in connection with the Contract.
- 2.16 Without limiting any of the provisions of Condition 2.14, the Customer may re-schedule any visit detailed within any Treatment Programme, subject to any minimum notice period stipulated by the Company and/or the payment of any additional charges which may be required under Condition 4.3.
- 2.17 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition 2.17 shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.18 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they shall not form part of the Contract.
- 2.19 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- ### 3. Obligations of the parties
- 3.1 The Company warrants (subject to the other provisions of these Conditions) that the Services will be performed in accordance with the Contract and with reasonable skill and care.
- 3.2 Subject to any separate obligation of the Company under the Guarantee, the Company's liability pursuant to Condition 3.1 shall be limited to re-performing any Services found not to have been performed with reasonable skill and care, provided that the deficiency in the performance of the Services is notified to the Company within 72 hours from completion of performance of the Services; otherwise, the Services shall be deemed to have been satisfactorily performed.
- 3.3 The Company shall use its reasonable endeavours to meet any performance dates specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4 Prior to supplying the Services to the Customer, the Company will undertake a survey of the Site. The Customer acknowledges and agrees that the Company shall be entitled to rely upon the results of any such survey in determining the Company's obligations under the Contract and that any conditions (or variations thereto) at the Site which were not reasonably apparent to the Company at the time of the survey (or which occur or manifest themselves thereafter), shall be treated as a variation to the Contract for which the Customer agrees to assume sole liability, including any and all liability for any additional costs, charges or expenses.
- 3.5 When the Company carries out a survey of the Site, the Company will endeavour to collect accurate data based upon a non-intrusive visual inspection of the Site. The Customer acknowledges that it is not possible for the Company to precisely identify the area and volume of infested soils at the Site without deploying intrusive inspection methods, which would not be in the Customer's best interests. Accordingly, the Customer agrees that where areas or volumes of infested soils at the Site are specified by the Company during or following any survey, any such areas or volumes so specified are only estimates which have been arrived at using the Company's professional judgment and may subsequently be revised.

- 3.6 The Customer shall Disclose any and all Relevant Facts which may affect the Company's obligations hereunder (including the Company's selection of Treatment Programme) as soon as the Customer is aware or becomes aware of any such Relevant Facts. For the avoidance of doubt, the Company shall be free to select whichever Treatment Programme the Company deems to be most effective in the Customer's particular circumstances. The obligation to Disclose Relevant Facts placed on the Customer by this Condition 3.6 shall endure for the duration of the Contract. If it becomes apparent at any time that any and all Relevant Facts have not been Disclosed, or are incorrect, inaccurate or incomplete, the Company will notify the Customer and will apprise the Customer of any additional costs, charges or expenses which may be payable, for which the Customer will be solely liable.
- 3.7 Subject to and without limiting the generality of the provisions of Conditions 3.4 - 3.6, the Company shall be entitled to make the following assumptions and to levy additional charges if any such assumptions prove to be incorrect:
- (a) the estimated area or volume of knotweed identified in the Company's quotation reflects the conditions existing at the Site as at the date of the survey of the Site by the Company (with any increase in said area or volume that could not reasonably be foreseen by the Company to be treated by the Company subject to the payment of additional costs, charges or expenses by the Customer);
 - (b) the existing condition of the Site shall be deemed to be the condition of the Site existing as at the date of the survey of the Site by the Company and no works within 10 metres of any area of visible knotweed shall have taken place prior to commencement of performance of the Services, unless otherwise agreed by the Company in writing; and
 - (c) where the Company deploys physical removal methods in its choice of Treatment Programme:
 - (i) *infested soils will not be contaminated with other materials that put human health or the environment at risk;*
 - (ii) *all infested soils can be physically excavated without the work being prevented or constrained by underground obstructions, including any underground services, tanks, or tree roots; and*
 - (iii) *no groundwater will be encountered during excavation.*
- 3.8 With respect to the Company's attendance at the Site, the Customer shall, at its own cost:
- (a) ensure that the Customer Representative provides the Company with all information, co-operation and support and access to such facilities, resources and utilities at the Site as may be required to enable the Company to carry out its obligations to the Customer;
 - (b) where any excavation is to take place on the Site permission to excavate and confirmation that there are no underground services are present needs to be given; the Customer Representative can do this by signing the Excavation Permit or confirming by email to the Operations Manager prior to commencement of the works;
 - (c) be responsible for preparing and maintaining any relevant part of the Site for the performance of the Services and for reinstating any such part of the Site and undertaking any required making good and clean-up work once performance of the Services has been completed;
- (d) provide facilities at the Site for the off-loading and storage of the Company's tools, equipment, plant and materials in a secure area protected from theft and damage and shall be solely responsible for the safekeeping of the Company's tools, equipment, plant and materials whilst the same are stored at the Site;
 - (e) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the performance of the Services and be solely responsible for ensuring the safety of any and all persons who are or may be present at the Site during the performance of the Services, including restricting access to those areas of the Site where the Services are or are to be performed to those individuals engaged in performing the Services;
 - (f) provide prompt and unobstructed access to and egress from the Site;
 - (g) report any unusual conditions or obstacles to the performance of the Services at the Site to the Company;
 - (h) Insure that there is no Disturbance to the Treatment Area for the duration of the Treatment Programme;
 - (i) at all times during the performance of the Services ensure, insofar as it is reasonably practicable to do so, that other trades or operations are not undertaken on that part of the Site where the performance of the Services is to take place, so as to ensure that the Services can be performed in one continuous, uninterrupted operation during the Company's normal working hours;
 - (j) be responsible (other than for statutory obligations placed solely on the Company) for obtaining all consents, permissions, easements and licences required for the performance of the Services in accordance with these Conditions and for complying with all Statutes and Orders, Regulations and By-Laws which are applicable at any time to the Services and shall indemnify and keep indemnified the Company against any actions, proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this Condition 3.8 (i); and
 - (k) where requested to do so by the Company, effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount.
- 3.9 The Customer shall at its own expense provide the Company with all Input Material within sufficient time so as to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy and completeness of all Input Material provided.
- 3.10 The Company may perform the Services in separate tranches. Each separate tranche shall be invoiced and paid for in accordance with the provisions of the Contract. Each tranche shall be a separate contract. No repudiation or termination of any one contract relating to a tranche shall entitle the Customer to repudiate or terminate any other contract or tranche.
- 3.11 All treated soil must be retained on site after any Treatment Programme has been completed, since the classification of the soil will need to be determined by taking detailed soil samples prior to the removal of the treated soil from the Site. This

- process will be undertaken at the Customer's sole cost and expense.
- 3.12 The Customer shall not, without the prior written consent of the Company, at any time from the date of commencement of the Contract to the expiry of 12 months after the last date of supply of the Services or termination or expiration of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 3.13 Any consent given by the Company in accordance with Condition 3.12 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.
4. **Contract Price**
- 4.1 The Contract Price shall be the price set forth in the Company's written acceptance of the Customer's order issued pursuant to Condition 2.3, plus any increase which may be applicable or any variation which may arise subject to these Conditions.
- 4.2 Unless otherwise agreed by the Company in writing, the Contract Price will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of commencement of performance of the Services.
- 4.3 Without limiting the application of any provision of Conditions 3.4-3.7, the Company reserves the right to increase the Contract Price to reflect any increase in costs, charges or expenses to the Company which is due to:
- (a) any factor beyond the control of the Company (including any increase in the costs of labour, materials or other costs of supply);
 - (b) anything which adversely affects or alters any obligation of the Company hereunder;
 - (c) any change in performance dates or times for the Services which is requested by the Customer and accepted by the Company; or
 - (d) any other cause attributable to the Customer, including any delay caused by the Customer, or any failure of the Customer to give the Company adequate, accurate or complete information or instructions.
- 4.4 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.
5. **Payment**
- 5.1 Invoices shall be raised and the Contract Price shall be paid by the Customer to the Company in accordance with the requirements set out in the Company's written notification of acceptance of the Customer's order issued pursuant to Condition 2.3. Any stage payments which are to be made under the Contract shall be made in the amounts and at the times stipulated. All payments shall be made by the Customer to the Company within 30 days of the date of the corresponding invoice.
- 5.2 Time for payment shall be of the essence of the Contract.
- 5.3 No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.
- 5.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 5.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the

- Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 5.6 The Company will not accept deductions for any retention.
- 5.7 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% plus the Bank of England base rate, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall reimburse the Company for any and all costs incurred by the Company in recovering payment pursuant to this Condition 5.
- 5.8 Without prejudice to Condition 5.7, any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 9.1 (b)-(e) in relation to the Customer shall entitle the Company, at any time and without notice to the Customer and without limiting any other remedy available to the Company under these Conditions, the Contract, or otherwise:
- (a) to suspend or cancel the performance of the Services;
 - (b) to withdraw or reduce any agreed monthly credit limit;
 - (c) to treat the Contract as having been repudiated by the Customer;
 - (d) to terminate the Contract; and
 - (e) to terminate any other subsisting contract with the Customer.
6. **Confidential information and Intellectual property rights**
- 6.1 The Customer and the Company agree that in the course of the Company providing Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will not use the Confidential Information other than to perform their obligations under the Contract. Each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.
- 6.2 The Customer acknowledges the Company's ownership of any Intellectual Property Rights in the Services and in any Output Material provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that any and all Intellectual Property Rights developed by the Company in performing the Services shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this Condition 6.2.
7. **LIMITATION OF LIABILITY, GUARANTEE AND INDEMNITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**
- 7.1 Eco Control Solutions Limited 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 Document issue Date of the work: 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 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.

7.2 If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.

7.3 This Guarantee does not cover any loss (including consequential loss see 7.9) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 7.2 above, whether caused by the Company's negligence or otherwise.

7.4 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 one month of the date upon which the same fell due;
- (d) where the land and property has not been kept in a good and proper state, so as to detect and prevent tipping or the early detection of growth by invasive weeds.
- (e) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate communication such as email. This may relate to cutting or pruning, the removal of waste, site clearance or the exclusion of plant materials from areas adjacent to the treatment area.
- (f) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.

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

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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

7.11 damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;
In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following ORIGINAL (original can include the original email and attachments from The Company) 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) The Company Guarantee

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

7.12 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.

8. Data protection

8.1 Personal data (as the same is defined in the Data Protection Act 1998) relating to the Customer or the Customer's employees acquired by the Supplier will be processed by the Supplier in connection with the Services which will include details such as phone numbers and email addresses for accessing the treatment areas, phone numbers and email addresses for invoicing and phone numbers to enable the identification of callers to the office. The Customer has the right to opt in or out of any marketing communication, this can be done verbally by calling the Head Office or via email to info@ecocontrol.co.uk.

9. Termination

9.1 Either party shall be entitled to immediately terminate the Contract on giving written notice to the other if:

- (a) the other party commits any material breach of any of these Conditions and in the case of such a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied (for the avoidance of doubt any late payment or failure to pay by the Customer any sums due shall be deemed a material breach); or
- (b) an incumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party; or
- (c) the other party makes a voluntary arrangement with its creditors or becomes the subject of an administration order; or
- (d) the other party has a bankruptcy order made against it or goes into liquidation (except for the purposes of amalgamation, reconstruction or other reorganisation); or
- (e) the other party ceases or threatens to cease to carry on its business.

9.2 Termination of the Contract shall be without prejudice to any accrued rights and remedies of either party.

10. Force majeure

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

11. Changes

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

12. General

12.1 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.

12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

12.3 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

12.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.6 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.

12.7 Any dispute and complaints arising under or in connection with the Contract shall be referred to a Director of the Company and will be investigated fully.

12.8 The Contract shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.