

Invasive Weed Management Plan

**Thomas Armstrong
Construction**

Cleator Moor Activity Centre
Off Union Street
Cleator Moor
Whitehaven

11th December 2024

Knotweed Eradication

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Dawson Lane
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PR25 5DB
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www.knotweederadication.co.uk



**KNOTWEED
ERADICATION**

Specialist Weed Control &
Site Vegetation Clearance



Date	11 th December 2024
Inspected by	G Andrews
Checked by	S Ball
Authorised by	G Andrews
Project	Cleator Moor Activity Centre, Cumbria
Report number	IWMP2633

LIMITATIONS

Knotweed Eradication has prepared this report with reasonable skill, care and diligence taking account of the contract terms & conditions, 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 Cleator Moor Activity Centre, Cleator Moor

As a division of Helmrig Ltd, Knotweed Eradication has been involved in the management and treatment of invasive non-native plant species ("INNS") since 2004, 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 November 2024 Knotweed Eradication was commissioned by Philip Hoyles of Thomas Armstrong Construction to undertake an inspection of the commercial premises of Cleator Moor Activity Centre, Cleator Moor.

The purpose of the inspection was to identify any invasive non-native 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 however there are numerous other species that although don't appear on the schedule nine list are problematic for developers and will therefore be included.

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 Effectively Deal with the Problems and Prevent Costly Prosecution”

1. Site Findings and Requirements

- 1.1.** Site consists of Cleator Moor Activity Centre that has a main building currently containing an indoor bowling facility, areas of hard standing for vehicle parking, an enclosed artificial playing surface together with extensive grounds containing a mixture of open boggy areas, grass areas along with various mature trees and vegetation with footpaths running through.
- 1.2.** Surrounding areas comprise of residential properties to the north, west and south with agricultural land to the east with a commercial business also located immediately beyond the southern boundary.
- 1.3.** The site was inspected on 3rd December 2024 outside the expected growing season with two areas of visible Japanese knotweed being identified within the site.
- 1.4.** Visible knotweed was identified within a strip of grass / vegetation between the main building and the open grass area in the southeast corner of the site. This patch of knotweed is a mixture of mature stems and smaller, sporadic stems of regrowth covering an area approximately 9 x 7m.
- 1.5.** A second area of visible knotweed was found adjacent a stone wall that forms the boundary with a neighbouring residential property on the northwestern corner of site in the area of vegetation beyond the car park to the left of the site entrance. This knotweed is a collection of mature stems on a small banking adjacent the boundary as well as between the stonewall and a wooden fence within the neighbouring property's garden and covers an area of approximately 7 x 5m.

It will need to be discussed with the client whether the knotweed between the stone wall and the wooden fence is included within the treatment programme or just the knotweed on the 'site-side' of the stonewall. This strip is likely to be within the ownership of the neighbouring property and should be the responsibility of the landowner. Treatment of this knotweed could be seen as an admission of liability, which opens up potential legal claims and financial implications. It is recommended that the client obtains their own legal advice regarding this matter before proceeding with any instruction to deal with the knotweed.

- 1.6.** Due to the locations of the knotweed within the site it is expected that an in-situ herbicide application and mechanical process programme can be undertaken.
- 1.7.** Initial treatments will consist of targeted foliar applications of MAPP-approved herbicide with chemical selection being made. Whilst every effort will be made to retain as much desirable vegetation as possible no responsibility can be taken for any loss or damage.
- 1.8.** There were three small areas of *Cotoneaster horizontalis* visible on the western boundary with one growing over the boundary wall from within a neighbouring residential property. This can be cut back if required. The other two areas can be treated in situ with herbicide or removed as part of de-vegetation works if required.
- 1.9.** There was a patch of Bamboo found on the northern boundary immediately adjacent the stonewall that forms the boundary with King George's Close. This is not a schedule nine species but can be regarded as 'invasive' and 'problematic' and should not be allowed to encroach into neighbouring properties. At present there is no visible growth within the neighbouring property but this could change in time. It would therefore be wise to deal with the Bamboo while the knotweed is being treated to avoid any possible future disputes with neighbours. This would be via an in-situ herbicide application treatment programme.

- 1.10.** No other invasive species were noted to be present within the site boundary at this time.
- 1.11.** It is worthy of note at this point that in Japanese knotweed infested areas the root/rhizome system can grow 7 metres outwards from the visible plant (although this is unlikely and a 3m buffer zone is appropriate) and more than 3 metres deep if ground conditions allow e.g. made ground. If the soils are dispersed on site re-infestation is likely to occur.
- 1.12.** Please note: soil material will continue to be classed as '**Japanese knotweed contaminated**' even after completion of the Japanese knotweed treatment programme and should be dealt with as if still live. This means that any development works will require the affected area to be dealt with accordingly, which will involve the excavation of the knotweed until there are no more roots present and either buried on site at depth or removed from site. If removed from site this must be done in accordance with current waste regulations by a licensed carrier to an appropriate receiving facility. Any unauthorized disturbance of treatment areas will invalidate any warranties and guarantees offered.
- 1.13.** This management plan provides background information relating to the main invasive plant species and sets out an appropriate treatment programme for effectively dealing with the identified species.

2. Site Map – whole site



- Site Boundary
- Rhizome Buffer Zone
- Japanese knotweed within site
- Japanese knotweed beyond site to be treated
- Bamboo
- Cotoneaster horizontalis
- Other as identified within report



New Inn Farm, Dawson Lane, Leyland PR25 5DB
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Date: 11th December 2024
 Client: Thomas Armstrong Construction
 Project Ref: IWMP2633A
 Site: Cleator Moor Activity Centre, Cleator Moor
 Scale: NTS

3. Site Map – eastern / southern section



- Site Boundary
- Rhizome Buffer Zone
- Japanese knotweed Within site
- Japanese knotweed Beyond site to be treated
- Bamboo
- Cotoneaster horizontalis
- Other as identified within report



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4. Site Map – northern / western section



- Site Boundary
- Rhizome Buffer Zone
- Japanese knotweed Within site
- Japanese knotweed Beyond site to be treated
- Bamboo
- Cotoneaster horizontalis
- Other as identified within report



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5. Photographs of Findings



Photo 1: Site Entrance



Photo 2: Approach to site from Quarry Road



Photo 3: Site overview from entrance



Photo 4: Main building to east of entrance



Photo 5: Southern boundary with Misslethwaite Cottage



Photo 6: Area immediate to rear (east) of main building



Photo 7: Overview of Japanese knotweed Area 1



Photo 8: Japanese knotweed Area 1



Photo 9: Main clump of Japanese knotweed Area 1



Photo 10: Single stem of Japanese knotweed Area 1



Photo 11: Single stem of Japanese knotweed Area 1 adjacent tipped material



Photo 12: Further single stem of Japanese knotweed Area 1



Photo 13: Overgrown area towards southeast of site



Photo 14: Southern end of site overview



Photo 15: Southern boundary with yard & residential property



Photo 16: Field and property beyond southeastern corner



Photo 17: Southern end of site viewed from eastern boundary



Photo 18: Agricultural land and new residential development beyond eastern boundary



Photo 19: Boggy area beyond artifical pitch to northeastern boundary



Photo 20: Northeastern boundary with residential development



Photo 21: Northeast corner of site



Photo 22: Northwest boundary with King George's Close



Photo 23: Area between artifical pitch and northwestern boundary



Photo 24: Bamboo growing adjacent boundary with 'Santenay' property



Photo 25: Bamboo growing adjacent boundary with 'Santenay' property



Photo 26: Bamboo viewed back to front of site



Photo 27: Cotoneaster growing over northwestern boundary wall



Photo 28: Cotoneaster and Laurel growing adjacent wall in site



Photo 29: Area of site adjacent southern boundary with Back Wyndham Street



Photo 30: Overview of Japanese knotweed Area 2 in southwest corner of site



Photo 31: Japanese knotweed Area 2 clump and stems adjacent neighbouring property on Union



Photo 32: Japanese knotweed Area 2 close up



Photo 33: Japanese knotweed Area 2 growing between stonewall and fence



Photo 34: Boundary with neighbouring residential property – wooden fence within garden of property



Photo 35: Garden area of neighbouring property

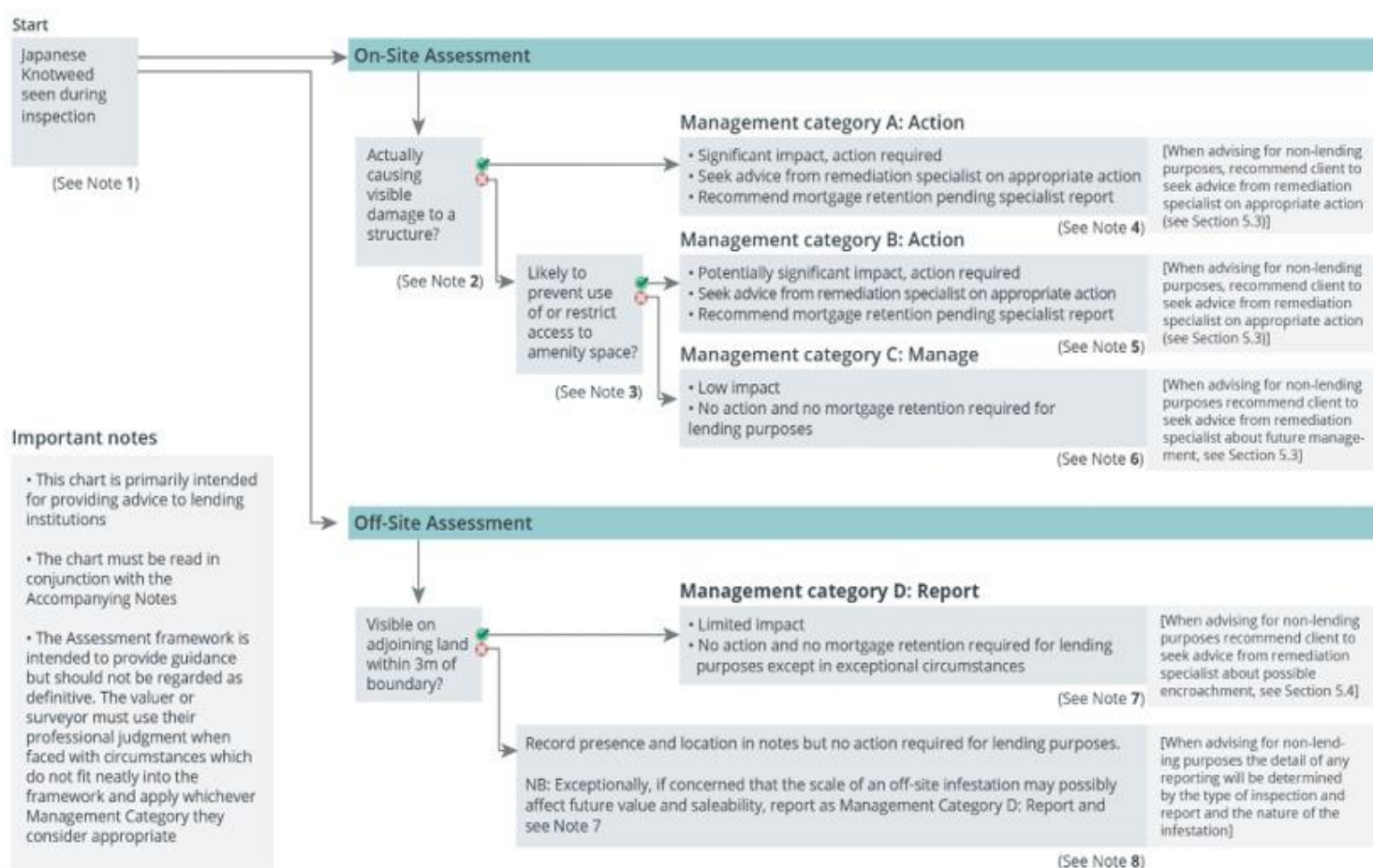


Photo 36: Close up of boundary with neighbouring property.

6. RICS Japanese knotweed Risk Categories Framework (Introduced 23.3.22)

The new assessment framework is not only for use when valuers report to lenders but it is also intended to support the decision-making process across the range of inspection and surveys carried out by RICS members. It also enables the valuer or surveyor to carry out a structured assessment that leads to an objective categorization of any given infestation.

The RICS Management Category assessment framework is intended to provide guidance but should not be regarded as definitive. The valuer or surveyor must use their professional judgement when faced with circumstances that do not fit neatly into the framework and apply whichever Management Category they consider appropriate.



7. Proposed Method of Treatment – ‘In-situ’ herbicide & mechanical process treatment

Having considered all aspects of integrated vegetation management 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.
Icade (under stewardship)	19069	Industrial sites, Motorway embankments, Rail embankments, central reservations, Power stations.

8. Methodology

- 8.1.** Following discussion with site management once the site becomes active warning signs or fencing may 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.
- 8.2.** 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.
- 8.3.** 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.
- 8.4.** Vehicles, equipment and footwear should be inspected and cleaned prior to exiting contaminated areas.
- 8.5.** 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.
- 8.6.** 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.

PLEASE ALSO NOTE: Should any development works be planned then the methodology will need to be re-assessed, amended and implemented in addition to what has been outlined in this ‘in-situ’ treatment programme

9. Programmed Work:

Treatment of Invasive Weed infestations is usually to be undertaken for a minimum period of three years to effectively deal with the species although in many situations a much longer initial treatment period is required. It is possible that this period can be shortened if a full excavation of the identified species is carried out resulting in a removal from site of all INNS-impacted soils. A detailed schedule of works and annual treatment and monitoring programme is given below in the table.

Site Name: Cleator Moor Activity Centre	Job Ref: IWMP2633	Client: Thomas Armstrong Construction
Location: Cleator Moor	Description	
April – Oct 2025	Monitoring of known areas within treatment zone. Vegetation clearance around knotweed areas. Herbicide treatment of Bamboo, Cotoneaster & Japanese knotweed. Cut back Cotoneaster growing over boundary wall.	
Dec 2025 – Jan 2026	Winter site preparation.	
April – Oct 2026	Monitoring of known areas within treatment zone. Herbicide treatment of Bamboo, Cotoneaster & Japanese knotweed. Cut back Cotoneaster growing over boundary wall.	
April – Oct 2027	Monitoring of known areas within treatment zone. Herbicide treatment of Bamboo & Japanese knotweed. Cut back Cotoneaster growing over boundary wall.	
April – Oct 2028	Monitoring of known areas within treatment zone. Herbicide treatment of Japanese knotweed. Cut back Cotoneaster growing over boundary wall.	
October 2028	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 2028 - onwards	Warranty monitoring period to 2033. Implementation of Insurance-backed guarantee (if required).	

10. Identifying invasive non native species – Japanese knotweed



www.nonnativespecies.org

Produced by Olaf Booy, Max Wade and Vicky White of RPS

Japanese Knotweed

Species Description

Scientific name: *Fallopia japonica*

AKA: Japanese Bamboo, Pysen saethwr (Welsh),

Polygonum cuspidatum, *Reynoutria japonica*

Native to: Japan, Taiwan, northern China

Habitat: Common in urban areas, particularly on waste land, railways, road sides and river banks

Tall herbaceous perennial with bamboo like stems. Often grows into dense thickets. Characteristic leaves and stems, persistence of last year's dead canes and distinctive rhizome (underground root-like stems) enables year round identification.

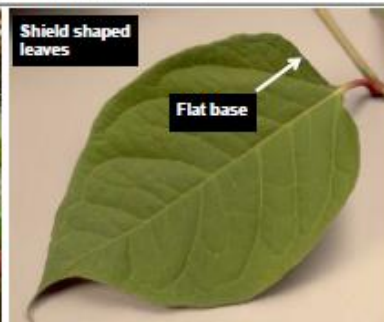
Introduced in the early 19th century as an ornamental plant. Now common and wide-spread across the UK. Spreads rapidly in the wild by natural means and as a result of spread by humans. Spread is solely by vegetative means, either fragments of rhizome or stem. Does not produce seed in the UK. Negative impacts include outcompeting native flora, contributing to river bank erosion and increasing the likelihood of flooding. Can also cause significant delays and cost to development as well as structural damage (it can grow through asphalt and some other surfaces).

Japanese Knotweed is listed under Schedule 9 to the Wildlife and Countryside Act 1981 with respect to England, Wales and Scotland. As such it is an offence to plant of otherwise cause Japanese knotweed to grow in the wild. Under the Environmental Protection Act 1990, Japanese Knotweed is classified as controlled waste.

For details of legislation go to www.nonnativespecies.org/legislation.



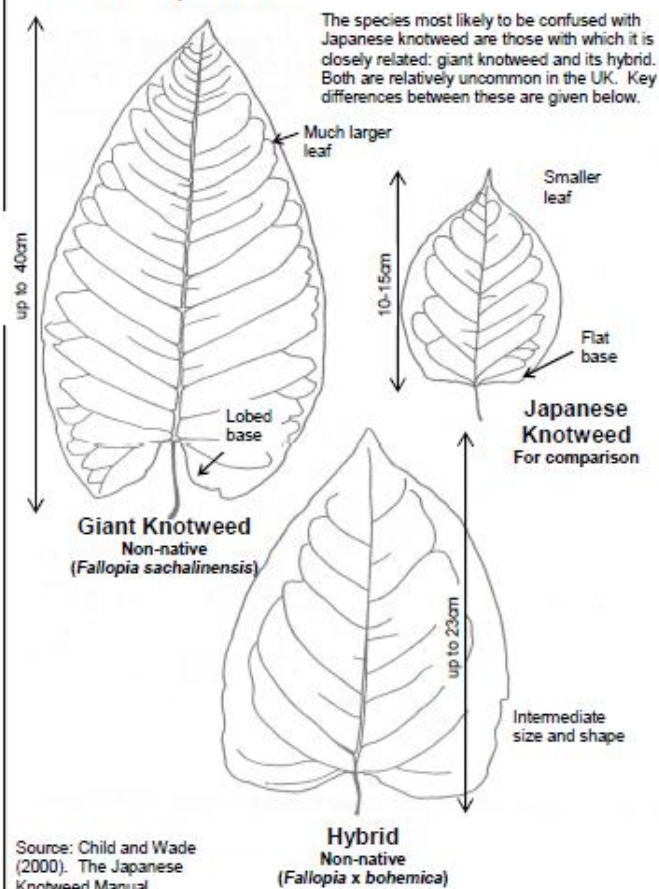
Key ID Features



Identification throughout the year



Similar Species



Distribution

Widespread and common across the UK. Notably extensive infestations are found in the south-west of England, south Wales and Greater London, however similarly extensive populations can also be found elsewhere.

Source: NBN Gateway. Check website for current distribution



References and further reading:

- Blamey, M, Fitter, R and Fitter, A (2003) "The Wild Flowers of Britain and Ireland. The Complete Guide to the British and Irish Flora." A & C Black
- Child, L E and Wade, P M (2000) "The Japanese Knotweed Manual". Packard
- Environment Agency (2006) "The Japanese Knotweed Code of Practice". Environment Agency
- Preston, C D, Pearman, D A and Dines, T A (editors) (2002) "New Atlas of the British and Irish Flora". Oxford University Press
- Stace, C (1999) "Field Flora of the British Isles". Cambridge University Press

11. Additional Bio-security control measures:

- Infested areas (to include buffer zone) should be clearly identified.
- Unauthorised 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.

12. Health and Safety

10.1 All relevant health and safety legislation must be observed in the UK. The regulations are outlined on the HSE website (www.hse.gov.uk) including the HASAW Act (1974).

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 a 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)

13. 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

14. 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 gary@knotweederadication.co.uk

Alternatively, we can be contacted by post at New Inn Farm, Dawson Lane, Leyland, PR25 5DB.

13. Warranty Period

Following completion of the treatment programme (and payment has been received in full), 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 can 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.

References

Averis, B (2013) *Plant and Habitats*
Published by Ben Averis

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

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

PCA Guidance Note “Japanese Knotweed – Guidance for Professional valuers and surveyors” (2022)
PCA Guidance Note “Management of Himalayan Balsam” (2019)
PCA Guidance Note “Root barrier & Japanese knotweed remediation” (2019)

Web Sites

RICS Guidance Note “Japanese knotweed & Residential Property 2022”
www.rics.org/uk/upholdeing-professional-standards/sector-standards/valuation/japanese-knotweed-and-residential-property

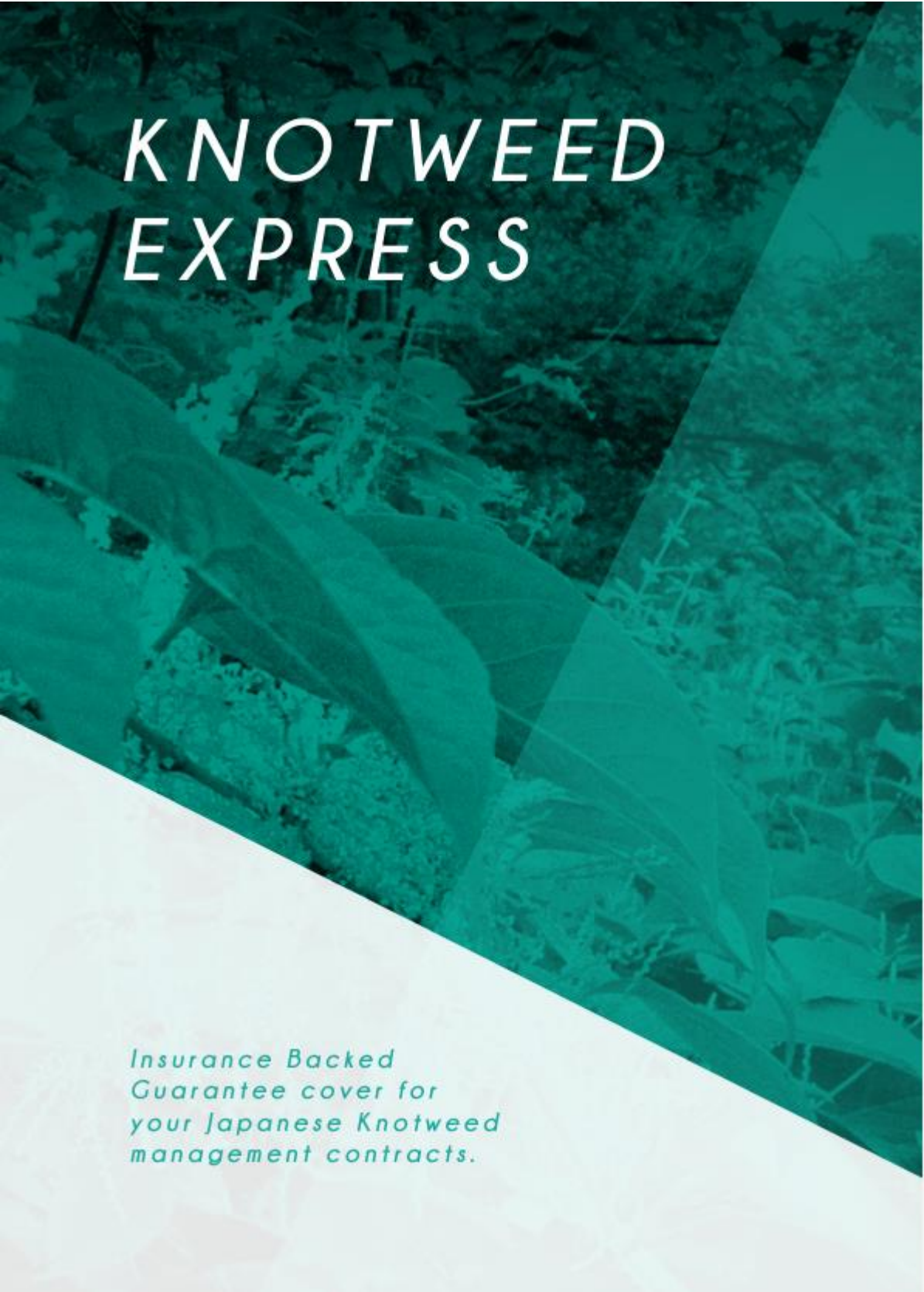
Property Care Association
www.property-care.org

PCA Code of Practice “Management of Japanese knotweed” (2018)
www.property-care.org/code-of-practice-knotweed-control

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

RHS website ‘Advice/Japanese knotweed’
www.rhs.org.uk/advice/profile?pid=218

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



KNOTWEED EXPRESS

*Insurance Backed
Guarantee cover for
your Japanese Knotweed
management contracts.*

KNOTWEED EXPRESS

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 management, contractors who are members of the PCA's 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 falls within the terms of that written guarantee.

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 Quality Assured National Warranties (QANW), to safeguard your written guarantee. By obtaining a Knotweed Express IBG through your chosen contractor you will be protected in the future if regrowth 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, and issues their written guarantee.



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

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 an Insurance Backed Guarantee.

WHAT IS QANW'S KNOTWEED EXPRESS IBC?

The general principle of our Knotweed Express IBC 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 IBC from QANW, you would make a claim to QANW. 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 reinspection of the property would be organised by QANW and this would be carried out by an alternative PCA member contractor. There is a reinspection fee payable (at 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 contractor's written guarantee, QANW will meet the reasonable costs of the re-treatment works that are required. QANW's Knotweed Express Insurance Backed Guarantee meets the demands and needs of those who have had work carried out to treat Japanese knotweed and who require insurance protection in the event that the contractor completes the treatment work, but is consequently unable to honour the terms of their own written guarantee relating to re-growth, due to having ceased to trade.

For full details of the cover provided by QANW's Knotweed Express IBC, as well as details of any significant or unusual exclusions or limitations of the cover, please see a copy of our Insurance Product Information Document which is available on our website:

<https://qanw.co.uk/knotweed-express-ibg-ipid/>

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 Knotweed Express Insurance Backed Guarantee as part of their contract with you, or provide you with a quotation for you to consider.

QANW 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 QANW 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

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

Insurance protection covering the management of Japanese Knotweed	QANW 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 - Accelerant Insurance UK Limited	✓	✗



> Who are QANW?

QANW is a UK based insurance provider, which specialises in insurance backed Guarantee policies for construction and home improvements. QANW is a trading name of Warranty Services Ltd.

> Contact Us

If you have any queries about the cover provided by a Knotweed Express Insurance backed Guarantee, please direct these to QANW as your contractor is not able to discuss the cover with you as they are not regulated to do so. QANW can be contacted by:

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

QANW is a trading name of Warranty Services Limited, a company registered in Scotland, with the registered address of 1, George Street, Glasgow, Scotland, G2 1LN, and with the company number SC205717. Warranty Services Limited is authorised and regulated by the Financial Conduct Authority (Firm Reference Number 304580) (FCA Registration Number 336974560)

	IMS Policy: Quality		IMS Reference: Q – 012	
	Complaints Procedure		Version: 1.0	Issue Date: 21/03/2024

1. **AIM**

- 1.1. Helmrig is committed to providing a quality service and working in an open and accountable way that builds trust and respect. One of the ways in which we can continue to improve our service is by listening and responding to the views of our clients and customers, and by responding positively to complaints, and by putting mistakes right.
- 1.2. Therefore, we aim to ensure that:
 - a. Making a compliment or complaint is as easy as possible.
 - b. We welcome compliments, feedback, and suggestions.
 - c. We treat a complaint as a clear expression of dissatisfaction with our service which calls for an immediate response.
 - d. We deal with it promptly, politely and, when appropriate, confidentially.
 - e. We respond in the right way - for example, with an explanation, or an apology where we have got things wrong, or information on any action that we will take to resolve the problem.
 - f. We learn from complaints, use them to improve our service, and review annually our complaints policy and procedures.
- 1.3. We recognise that many concerns will be raised informally and dealt with quickly.
- 1.4. Our aims are to:
 - a. resolve informal concerns quickly.
 - b. keep matters low-key.
 - c. enable mediation between the complainant and the individual to whom the complaint has been referred.
- 1.5. This policy ensures that we welcome compliments and provide guidelines for dealing with complaints from our customers about our services, facilities, staff, and volunteers.

2. **Definitions**

- 2.1. A compliment is an expression of satisfaction about the standard of service we provide.
- 2.2. A complaint is defined as any expression of dissatisfaction; however, it is expressed. This would include complaints expressed face to face, via a phone call, in writing, via email or any other method. All staff should have sufficient knowledge to be able to identify an "expression of dissatisfaction" even when the word "complain," or "complaint" is not used.

3. **Purpose**

We are always glad to hear from people who are satisfied with the services we offer. All compliments are recorded, acknowledged, and a copy is sent to the relevant service manager to provide feedback to the member of staff or service.

4. **Complaints**

The formal complaints procedure is intended to ensure that all complaints are managed fairly, consistently, and wherever possible resolved to the complainant's satisfaction.

5. **Responsibilities**

5.1. The Company's responsibility will be to:

- a. Acknowledge the formal complaint in writing.
- b. Respond within a stated period.
- c. Deal reasonably and sensitively with the complaint; and
- d. Act where appropriate.

5.2. A complainant's responsibility is to:

- a. Bring their complaint, in writing, to the Company's attention normally within 8 weeks of the issue arising.
- b. Raise concerns promptly and directly with the Department Manager
- c. Explain the problem as clearly and as fully as possible, including any action taken to date.
- d. Allow the Department Manager a reasonable time to deal with the matter, and
- e. Recognise that some circumstances may be beyond the Department Manager's control.

6. **Confidentiality**

Except in exceptional circumstances, and when the complaint is made against a member of staff every attempt will be made to ensure that the matter is kept confidential. However, the circumstances giving rise to the complaint may be such that it may not be possible to maintain confidentiality (with each complaint judged on its own facts). Should this be the case, the situation will be explained to the complainant.

7. **Complaints Procedure**

7.1. Written records must be made by at each stage of the procedure.

Stage 1

- 7.2. In the first instance, the person receiving the complaint must establish the seriousness of the complaint. An informal approach is appropriate when it can be achieved. But if concerns cannot be satisfactorily resolved informally, then the formal complaints procedure should be followed.

Stage 2

- 7.3. If the complaint cannot be resolved informally, the complainant should be advised that a formal complaint may be made, and the following procedure should be explained to them. At this stage it may be appropriate to inform a member of the Management Team, to make this explanation.
- a. A formal complaint can be made either verbally or in writing. If in writing the attached form (Annex A) should be used. If verbally, a statement should be taken by a member of the Management Team or a supervisor.
 - b. In all cases, the complaint must be passed on to a member of the Management Team. In the event of a complaint about a member of the Management Team the complaint should be passed to the Managing Director.
 - c. The person receiving the complaint, depending on its nature, must acknowledge the complaint in writing within one week of receiving it.
 - d. One of the above will investigate the complaint. Any conclusions reached should be discussed with the staff member involved and their Line Manager.
 - e. The person making the complaint will receive a response based on the investigation within four weeks of the complaint being received. If this is not possible then a letter must be sent explaining why.

Stage 3

- 7.4. If the complainant is not satisfied with the above decision, then it must be passed to the Managing Director and Board of Directors.
- 7.5. They will examine the complaint and may wish to conduct further interviews, examine files and notes. They will respond within four weeks in writing. Their decision will be final.

Author	Approved By	Version	Amendments Made
Stephen Parker HSEQ Manager	Dave Gallagher Managing Director	1.0	None – Original Introduction supersedes previous versions.

Signed: Stephen Parker, HSEQ Manager

Signed: Dave Gallagher, Managing Director

Date: 21 March 2024



KNOTWEED ERADICATION

Specialist Weed Control & Site Vegetation Clearance

WARRANTY CERTIFICATE

This is to certify that the site at xxxxxxxxxxxxxx

Ref: IWMPXXXX is subject to a warranty term of

5 Years

To run to October 1234

During this warranty period Knotweed Eradication will monitor the site for re-growth of Japanese Knotweed. Any re-occurrence of Knotweed during this time will be treated at no additional cost to the client or subsequent owner subject to Terms and Conditions.

Gary Andrews

Authorised Signature

19th February 1234

Dated



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



KNOTWEED ERADICATION

Specialist Weed Control & Site Vegetation Clearance

Client: XXXXXXXXXXXX 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: XXXXXXXXXXXX

Report No: IWMPXXXXA

Report Date:XXXXX

Date work completed: XXXXXXXX

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:

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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.

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
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