GroundSure JAPANESE KNOTWEED

Date
Jul 21, 2014

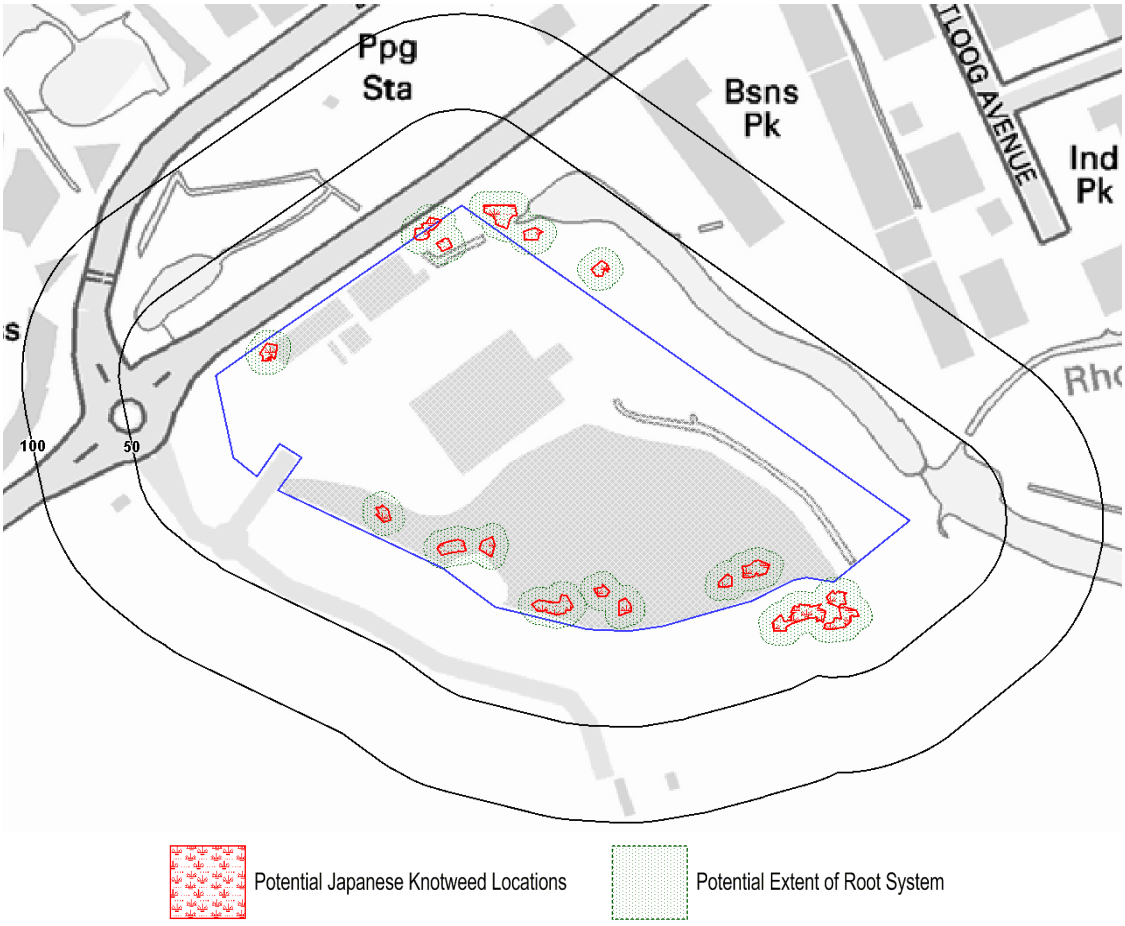
Client Reference
SPECIMEN REPORT

Reference
SPECIMEN REPORT

Grid Reference
520115,168725

Address
Specimen Site

1. Potential knotweed locations



Have areas of potential Japanese knotweed been identified within the site boundary?	Yes
What area of potential Japanese knotweed has has been identified within the site outline?	Approx 1,188m^2
Have areas of potential Japanese knotweed been identified within 50m of the site boundary?	Yes

As potential areas of Japanese knotweed have been identified within this report, further investigation of the site is recommended to confirm the presence of Invasive Non-Native (plant) Species. Please contact GroundSure for further advice, or contact your preferred Japanese knotweed contractor.

Please note this assessment is based upon analysis of data captured at the site on 03/06/2012

Notes on Japanese knotweed detection:

A 7m buffer has been added to the area of potential knotweed detected in order to represent the potential underground extension of the knotweed rhizomes (root system). Rhizomes can persist below the potential root area to a depth of 3m, which should be considered when calculating the volume of knotweed-affected soil, in line with the Environment Agency's knotweed Code of Practice. The area within the site boundary and an area within 50m of the site boundary have been analysed.

Limitation of this report

This assessment is based upon remote sensing techniques. No site visit has taken place. The results are indicative and do not guarantee the presence or absence of knotweed in any given location. The confirmation of the definitive presence or absence of knotweed can only be undertaken by a suitably experienced professional.

The results are valid for the date shown on the map and areas of knotweed could have spread or been cut back/eradicated since the time the data was acquired. This report is not suitable for residential property.

The algorithm's levels of detection are calibrated to detect Japanese knotweed stands of $5m^2$ or greater. This process will not detect individual knotweed plants in isolation.

Cutting back Japanese knotweed is not an effective means of eradication, and if this has been carried out it must be considered likely that the knotweed will return in future growing seasons, although it may not be identified by this report.

Japanese knotweed Legislation

Whilst it is not a "notifiable" plant listed in the Weeds Act 1959, the Wildlife and Countryside Act 1981 made it an offence to "plant or otherwise cause Japanese knotweed to grow in the wild". This clause also applies to Giant hogweed and 36 other plants, which were added to Schedule 9 of the Act in 2010. The Police and Local Authorities have enforcement functions under the Act, and prosecution in a magistrate's court can lead to a maximum fine of £5,000 or a maximum prison sentence of six months, or both. If the case is taken to a Crown Court, there is no limit to the fine which can be imposed, and a maximum prison sentence of two years can be imposed.

The presence of Japanese knotweed on a person's land alone is not an offence in itself, though this may cause a private nuisance to surrounding properties under Common Law. Japanese knotweed cannot cause statutory nuisance, as the nuisance has to be a health or disease related matter for it to be considered statutory nuisance under Part 3 of the Environmental Protection Act 1990.

Managing Japanese knotweed is the responsibility of the owner/occupier of the land upon which the plant can be found, and it is prudent to take action to control its spread quickly. The removal of Japanese knotweed should be undertaken in accordance with the Environment Agency's Code of Practice "Managing Japanese knotweed on development sites (Version 3, 2013)".

The Code of Practice highlights further legislation regulating the management and disposal of Japanese knotweed, including the following:

The Control of Pesticides Regulations 1986 require any person who uses a pesticide to take all reasonable precautions to protect the health of human beings, creatures and plants, safeguard the environment and in particular avoid the pollution of water. For application of pesticides in or near water approval should be sought from the Environment Agency should be sought before use.

Section 14(2) of the Wildlife and Countryside Act 1981 (WCA 1981)states that "...if any person plants or otherwise causes to grow in the wild any plant which is included in Part II of Schedule 9, he shall be guilty of an offence." Japanese knotweed is one of the plants listed in Schedule 9. Anyone convicted of an offence under Section 14 of the WCA 1981 may face a fine of £5,000 and/or 6 months imprisonment, or 2 years and/or an unlimited fine on indictment.

The Environmental Protection Act 1990 (EPA 1990)contains a number of legal provisions concerning "controlled waste", which are set out in Part II. Any soil or plant material contaminated with Japanese

knotweed that you discard, intend to discard or are required to discard is likely to be classified as controlled waste. The most relevant provisions in the EPA are in section 33(1a) and (1b). These create offences to do with the deposit, treating, keeping or disposing of controlled waste without a permit. Section 33 (1)(c) makes it an offence to keep, treat or dispose of controlled waste in a manner likely to cause pollution of the environment or harm to human health. Section 34 places duties on any person who imports, produces, carries, keeps, treats or disposes of controlled waste. Waste must be handled responsibly and in accordance with the law at all stages between its production and the final recovery or disposal.

Waste must be transferred to an authorised person, in other words a person who is either a registered carrier or exempt from registration by the Waste (England and Wales) Regulations 2011 (Waste Regulations). A waste transfer note must be completed and signed giving a written description of the waste as per regulation 35 of the Waste Regulations. This must be sufficient to enable the receiver of the waste to handle it in accordance with their own duty of care. Failure to comply with these provisions is an offence.

The Hazardous Waste Regulations 2005 (HWR 2005) contain provisions about the handling and movement of hazardous waste. Hazardous wastes are defined by reference to regulation 6 of the HWR 2005. A waste is a hazardous waste if it is listed as a hazardous waste in the List of Wastes Decisionas well as the List of Waste (England) Regulations 2005. The Secretary of State is also able to decide if a particular batch of waste is to be determined as hazardous. Schedule 3 of the HWR 2005 includes a list of properties that render waste hazardous. Annex I, II and III of the Hazardous Waste Directivealso provides further guidance on what constitutes hazardous waste.

Consignment notes must be completed when any hazardous waste is transferred. They must include details about the hazardous properties and any special handling requirements. If a consignment note is completed, a waste transfer note is not necessary. Untreated Japanese knotweed is not classified as hazardous material, but material containing knotweed which has been treated with certain herbicides may be classified as hazardous waste.

The Environmental Permitting (England and Wales) Regulations 2010 (EPR) includes reference to the 'Exercise of relevant functions' in Schedule 9, paragraph 4. These objectives are derived from Article 13 of the European Waste Framework Directive. These objectives state that necessary measures shall be taken to ensure that "...waste management is carried out without endangering human health, without harming the environment and, in particular, without risk to water, air, soil, plants or animals; without causing a nuisance through noise or odours; and without adversely affecting the countryside or places of special interest."

Exemptions from the need for a permit are available in some circumstances, and are set out in Schedule 2 and 3 of the EPR. Exempt waste operations must comply with the general rules governing operations and must register with the relevant authority.

The above legal provisions have consequences for a range of people, including anybody involved in the management or disposal of knotweed. For example knotweed which is cut down or excavated and removed from a development site must be transferred to an authorized person, and correctly described. It must be disposed of appropriately, as set out below in this Code.

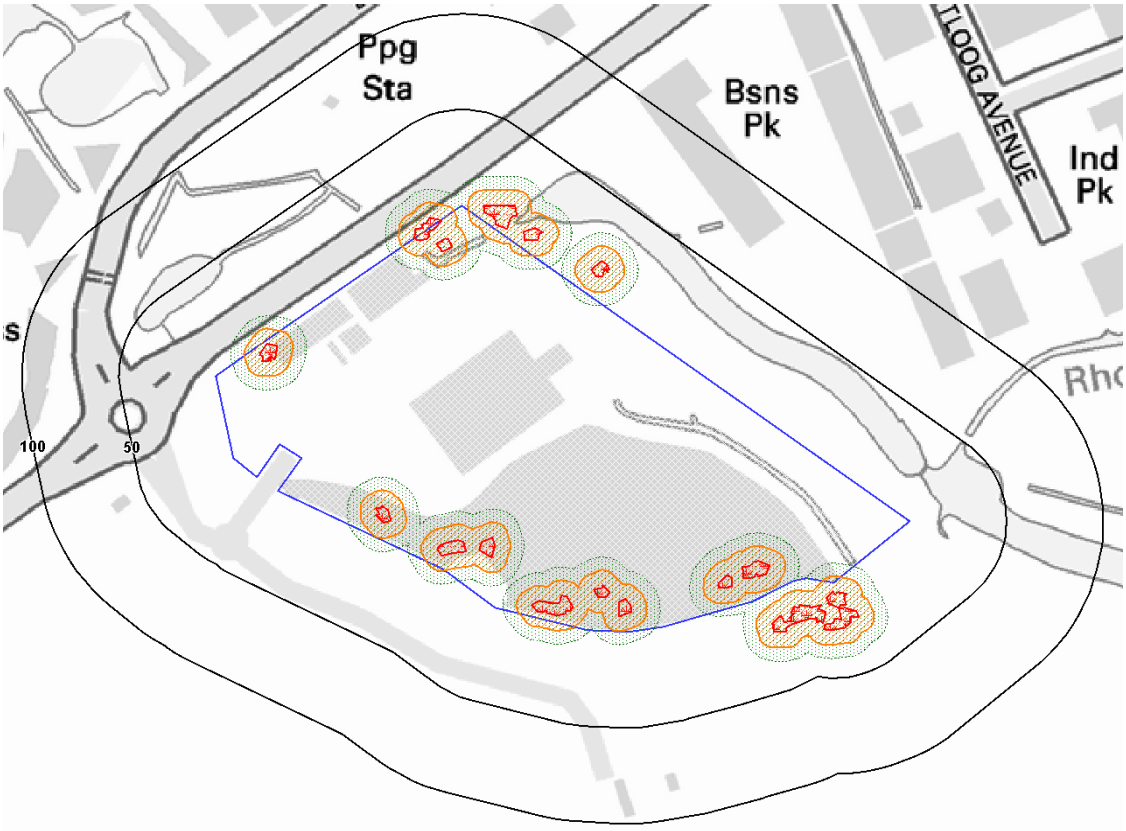
If you are going to bury knotweed on a development site you will need to consult the Environment Agency first to make sure that the material does not contain any other contaminant that may affect the quality of groundwater.

If you pollute the environment or cause harm to human health you may be prosecuted. Anyone who uses a herbicide must ensure that they do not pollute the water environment and the use of herbicides in or near water requires approval from us. If any waste soil or knotweed is sent for landfill either before or after any treatment, it must go to a landfill that is authorized to receive it. It is not an offence to have Japanese knotweed to grow onto other people's property may be regarded as a private nuisance under common law, but this would be a civil matter.

Above text taken from 'The knotweed code of practice: Managing Japanese knotweed on development sites (version 3)' produced by the Environment Agency.

* Taken from 'The knotweed code of practice: Managing Japanese knotweed on development sites (version 3)' produced by the Environment Agency.

2. Predicted Spread



Potential Japanese Knotweed Locations Identified in Imagery

Projected Extent of Japanese Knotweed Growth Since Image Capture

Projected Extent of Root System Growth Since Image Capture

What is the potential that any Japanese knotweed identified off-site may have encroached towards or on the site since the date of data capture?	High

GroundSure has calculated the extent to which the knotweed identified in Section 1 could potentially have spread if no treatment or other means have been utilised to check the spread of the plant. This calculation is based upon best available estimates of maximum lateral plant growth. Actual growth rates may differ significantly from those predicted.

3. How to Identify Japanese knotweed


Photograph © Phlorum ltd

Leaves

- New leaves are dark red and 1 to 4cm long
- Young leaves are green and rolled back with dark red veins
- The mature leaves are green and heart-shaped but flattened at the base (a bit like a shield) and are usually around 12cm long


Photograph © Phlorum ltd

Flowers

- Bloom in late summer
- Are creamy white in colour and 0.5cm wide
- Form clustered 'spikes' of flowers amongst the foliage
- Spike lengths are approximately 10cm


Photograph © Phlorum ltd

Rhizome

- Sections can be from a few mm to ~20cm in diameter
- The exterior is dark brown and the inside is orange/yellow
- They are easy to snap (like a carrot)


Photograph © Phlorum ltd

Crown buds

- Form in early spring
- Are round in shape at the base of old stems and are 1–3cm wide
- Are bright pink/red in colour

Stem

- New stems grow annually and develop from the crown buds


Photograph © Phlorum ltd

In spring

- New shoots are fleshy
- They are dark red/green in colour


Photograph © Phlorum ltd

In summer

- They grow to a maximum height of 2–3m
- They are green with red/purple speckles
- They are hollow
- They have clearly visible nodes between stem sections, which makes them look like bamboo
- The leaves form an alternate zig-zag pattern along the stems
- The crowns that the stems emerge from form dense clumps


Photograph © Phlorum ltd

In winter

- The leaves fall and the shoots die back to leave dead, straw coloured, hollow stalks (a bit like bamboo).


Photograph © Phlorum ltd

General identification guidance

- The best time to spot Japanese knotweed is during midsummer and early autumn. During spring, reddish/purple shoots appear from the ground. These can grow up to 2cms a day, thus rapidly forming into dense stands of bamboo-like stems that develop green heart- or shield-shaped leaves. By early summer the mature Japanese knotweed stems are hollow with purple speckles and can reach up to 3 metres in height. The leaf growth alternates on each side of the stem producing an obvious knotweed zigzag pattern.
- The flowers that emerge by late summer are creamy-white in colour, and appear in lengthy cluster/spike formations. Japanese knotweed spreads mainly from its underground rhizomes/roots which lie dormant, but alive, over the winter months. Knotweed rhizomes (roots) can spread 7 metres outward and 3 metres deep from the visible, above ground stems.


Photograph © Phlorum ltd

Hybrid

- Japanese knotweed (*Fallopia japonica*) can also hybridise with its related species. The most common of these hybrids is that of Japanese knotweed and giant knotweed (*Fallopia x bohemica*). The hybrid knotweed then has the ability to spread by seed, which Japanese knotweed was lacking during its early introduction due to the absence of any male plants in the United Kingdom. This is a very important distinction because Japanese knotweed plants usually only reproduce from cut pieces of stem and rhizome, whereas hybrid knotweed plants can also reproduce from seed, which can remain dormant in the soil over successive growing seasons as a “seed bank”. This can mean that in order to remove hybrid knotweed from a site:
- herbicide treatments will have to take place over longer periods;
- pre-emergent herbicides might need to be incorporated into the treatment programme;
- hybrid plants can be reintroduced back onto the site after treatment from windblown seed from hybrid plants in the surrounding area.

Hybrid Japanese knotweed also produces hybrid seed from the pollen of the closely related and common garden ornamental plant, Russian vine (*Fallopia baldschuanica*), which is also known as "mile-a-minute". Luckily, this seed rarely develops into viable plants, which is probably due to them being sensitive to the relatively mild and wet winters we experience in the UK.

Giant knotweed (*Fallopia sachalinensis*) is native to the island of Sakahlin which is just north of Japan but is actually part of Russia. As with Japanese knotweed it was brought to Europe to be grown in botanical gardens. It has also escaped into the wild where it is spreading. It is similar to Japanese knotweed in many respects but is larger, growing over 4m high and having leaves around 20-40cm long. Giant knotweed also has flowers that are greener in colour and leaves that are more rounded at the base than Japanese knotweed. The leaves also have scattered hairs on the undersides. The hybrid plant (*Fallopia x bohemica*) grows slightly larger than Japanese knotweed and has slightly larger leaves but is smaller than giant knotweed. The leaves also have a pointed tip and a slightly rounded base, which makes the leaves appear more heart-shaped than its Japanese knotweed parent. Other hybrids from various back crosses with Japanese knotweed and hybrid knotweed generally appear similar to *Fallopia x bohemica*. The table below details some of the more obvious leaf features that can be used as a rough guide to identify whether a plant is hybrid knotweed or Japanese knotweed.

Japanese knotweed leaf	Hybrid knotweed leaf
• lighter green	• darker green
• smooth edges	• crinkled edges
• flat base forming shield-shaped leaf	• lobes at base forming heart-shaped leaf
• mature leaves are smaller than those on hybrid knotweed.	• mature leaves are larger than those on Japanese knotweed.

Photograph © Phlorum ltd

Photograph © Phlorum ltd

Other forms of knotweed that are found in some areas of the UK include a dwarf variety (*Fallopia japonica* var. 'compacta' and Himalayan knotweed (*Polygonum polystachyum*). These plants can be differentiated from Japanese knotweed by dwarf knotweed only growing to approximately 1m in height and Himalayan knotweed having long, slender leaves and can grow up to 2m in height.

4. Japanese knotweed treatment options provided by Phlorum

There are several eradication options available for sites depending on: their proposed use; time scale before they are developed; and the budget available. The main eradication options include the following:

- Removal off-site: this is the quickest but also the most expensive option. The excavated knotweed material is excavated and removed off-site by an appropriately licensed haulier and taken to an appropriately licensed waste facility.
- Burial on-site: the knotweed growth is excavated and buried on site in a root-membrane encapsulated burial area, or membrane covered burial area. The depth of the burial area needs to be agreed with the appropriate authority (e.g. in England the Environment Agency). Issues with this option can include high ground water level and other contaminants in the ground.
- Landscaping: the knotweed area is excavated and then moved to another part of the site and formed into a landscaping mound. The resulting knotweed growth is then monitored through a herbicide spraying regime over several years. Although this option does not control the knotweed growth within one year, it is much cheaper than the other options and will enable the development to proceed as planned, provided that the landscaping area is not disturbed during the construction phase.
- Screening/ Pick and sort: The knotweed area is excavated and then the excavated soil is passed over either a picking station or a soil screen(s). The picked/sorted rhizomes (roots) are removed from site as controlled waste, normally at the higher landfill rate. As above, the haulier and waste facility need to be appropriately licensed. The remaining material from the screening/picking process is not 100% knotweed free. As a result, it has to be treated as knotweed growth and either buried on site under at least 0.5m of soil, or landscaped on site. Again some herbicide monitoring is also recommended to ensure that there is no re-growth.
- Reduced Excavation: This involves a reduced excavation often under car parks or roads. Once the reduced excavation is carried out, a membrane is laid over the base of the excavation area and the car park/road constructed above. Again a herbicide spraying regime is recommended to ensure all growth is controlled. With this option is important that no other foundations or services go lower than this membrane layer or it will be broken. The excavated soil can either be: removed from site; buried on site; picked and sorted; or landscaped.
- Herbicide spraying only: The knotweed growth is controlled by herbicide spraying until there have been two years without re-growth. This is the cheapest but longest option.

Regardless of which control option is carried out, it is recommend that there is a herbicide monitoring programme that is carried out until there has been two full growing season without any growth. A view supported by the Property Care Association Invasive Weed Control Group's knotweed guidance.

A watching brief by a Japanese knotweed specialist is recommended during the eradication work.

About Phlorum

Phlorum is an award-winning environmental consultancy providing Japanese knotweed contractor, consultancy and expert witness services. They were a founding member of the Property Care Association (PCA) Invasive Weeds Control Group and part of the working group that produced the Royal Institution of Chartered Surveyors (RICS) guidance on knotweed surveys. These were requirements of the Building Societies Association and the Council of Mortgage Lenders in order for them to advise lenders on accepting knotweed risk on affected property. Contact details are provided at the end of this report.

Contact Details

GroundSure Helpline
Telephone: 08444 159 000
info@groundsure.com

Phlorum Ltd
Unit 12, Hunns Mere Way
Woodingdean Business Park
Brighton
BN2 6AH
Tel: 01273 307167
Web: www.phlorum.com

Environment Agency

General enquiry tel: 08708 506 506
Web: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

Ordnance Survey
Adanac Drive,
Southampton
SO16 0AS

Tel: 08456 050505
Web: http://www.ordnancesurvey.co.uk/

Standard Terms and Conditions

1 Definitions

I**n these terms and conditions unless the context otherwise requires:**

"Beneficiary" means the person or entity for whose benefit the Client has obtained the Services.

"Client" means the party or parties entering into a Contract with GroundSure.

"Commercial" means any building or property which is not Residential.

"Confidential Information" means the contents of this Contract and all information received from the Client as a result of, or in connection with, this Contract other than

(i) information which the Client can prove was rightfully in its possession prior to disclosure by GroundSure and

(ii) any information which is in the public domain (other than by virtue of a breach of this Contract).

"Support Services" means Support Services provided by GroundSure including, without limitation, interpreting third party and in-house environmental data, providing environmental support advice, undertaking environmental audits and assessments, Site investigation, Site monitoring and related items.

"Contract" means the contract between GroundSure and the Client for the provision of the Services, and which shall incorporate these terms and conditions, the Order, and the relevant User Guide.

"Third Party Data Provider" means any third party providing Third Party Content to GroundSure.

"Data Reports" means reports comprising factual data with no accompanying interpretation.

"Fees" has the meaning set out in clause 5.1.

"GroundSure" means GroundSure Limited, a company registered in England and Wales under number 03421028.

"GroundSure Materials" means all materials prepared by GroundSure and provided as part of the Services, including but not limited to Third Party Content, Data Reports, Mapping, and Risk Screening Reports.

"Intellectual Property" means any patent, copyright, design rights, trade or service mark, moral rights, data protection rights, know-how or trade mark in each case whether registered or not and including applications for the same or any other rights of a similar nature anywhere in the world.

"Mapping" means a map, map data or a combination of historical maps of various ages, time periods and scales.

"Order" means an electronic, written or other order form submitted by the Client requesting Services from GroundSure in respect of a specified Site.

"Ordnance Survey" means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey, Adanac Drive, Southampton, SO16 0AS, UK.

"Order Website" means the online platform through which Orders may be placed by the Client and accepted by GroundSure.

"Report" means a Risk Screening Report or Data Report for Commercial or Residential property.

"Residential" means any building or property used as or intended to be used as a single dwelling.

"Risk Screening Report" means a risk screening report comprising factual data with an accompanying interpretation by GroundSure.

"Services" means any Report, Mapping and/or Support Services which GroundSure has agreed to provide by accepting an Order pursuant to clause 2.6.

"Site" means the area of land in respect of which the Client has requested GroundSure to provide the Services.

"Third Party Content" means data, database information or other information which is provided to GroundSure by a Third Party Data Provider.

"User Guide" means the user guide, as amended from time to time, available upon request from GroundSure and on the website (www.GroundSure.com) and forming part of this Contract.

2 Scope of Services, terms and conditions, requests for insurance and quotations

2.1 GroundSure agrees to provide the Services in accordance with the Contract.

2.2 GroundSure shall exercise reasonable skill and care in the provision of the Services.

2.3 Subject to clause 7.3 the Client acknowledges that it has not relied on any statement or representation made by or on behalf of GroundSure which is not set out and expressly agreed in writing in the Contract and all such statements and representations are hereby excluded to the fullest extent permitted by law.

2.4 The Client acknowledges that terms and conditions appearing on a Client's order form, printed stationery or other communication, or any terms or conditions implied by custom, practice or course of dealing shall be of no effect, and that this Contract shall prevail over all others in relation to the Order.

2.5 If the Client or Beneficiary requests insurance in conjunction with or as a result of the Services, GroundSure shall use reasonable endeavours to recommend such insurance, but makes no warranty that such insurance shall be available from insurers or that it will be offered on reasonable terms. Any insurance purchased by the Client or Beneficiary shall be subject solely to the terms of the policy issued by insurers and GroundSure will have no liability therefor. In addition you acknowledge and agree that GroundSure does not act as an agent or broker for any insurance providers. The Client should take (and ensure that the Beneficiary takes) independent advice to ensure that the insurance policy requested or offered is suitable for its requirements.

2.6 GroundSure's quotations or proposals are valid for a period of 30 days only unless an alternative period of time is explicitly stipulated by GroundSure. GroundSure reserves the right to withdraw any quotation or proposal at any time before an Order is accepted by GroundSure. GroundSure's acceptance of an Order shall be binding only when made in writing and signed by GroundSure's authorised representative or when accepted through the Order Website.

3 The Client's obligations

3.1The Client shall comply with the terms of this Contract and

(i) procure that the Beneficiary or any third party relying on the Services complies with and acts as if it is bound by the Contract and

(ii) be liable to GroundSure for the acts and omissions of the Beneficiary or any third party relying on the Services as if such acts and omissions were those of the Client.

3.2 The Client shall be solely responsible for ensuring that the Services are appropriate and suitable for its and/or the Beneficiary's needs.

3.3 The Client shall supply to GroundSure as soon as practicable and without charge all requisite information (and the Client warrants that such information is accurate, complete and appropriate), including without limitation any environmental information relating to the Site and shall give such assistance as GroundSure shall reasonably require in the provision of the Services including, without limitation, access to the Site, facilities and equipment.

3.4 Where the Client's approval or decision is required to enable GroundSure to carry out work in order to provide the Services, such approval or decision shall be given or procured in reasonable time and so as not to delay or disrupt the performance of the Services.

3.5 Save as expressly permitted by this Contract the Client shall not, and shall procure that the Beneficiary shall not, re-sell, alter, add to, or amend the GroundSure Materials, or use the GroundSure Materials in a manner for which they were not intended. The Client may make the GroundSure Materials available to a third party who is considering acquiring some or all of, or providing funding in relation to, the Site, but such third party cannot rely on the same unless expressly permitted under clause 4.

3.6 The Client is responsible for maintaining the confidentiality of its user name and password if using the Order Website and the Client acknowledges that GroundSure accepts no liability of any kind for any loss or damage suffered by the Client as a consequence of using the Order Website.

4 Reliance

4.1The Client acknowledges that the Services provided by GroundSure consist of the presentation and analysis of Third Party Content and other content and that information obtained from a Third Party Data Provider cannot be guaranteed or warranted by GroundSure to be reliable.

4.2 In respect of Data Reports, Mapping and Risk Screening Reports, the following classes of person and no other are entitled to rely on their contents;

(i) the Beneficiary,

(ii) the Beneficiary's professional advisers, (iii) any person providing funding to the Beneficiary in relation to the Site (whether directly or as part of a lending syndicate),

(iv) the first purchaser or first tenant of the Site, and

(v) the professional advisers and lenders of the first purchaser or tenant of the Site.

4.3 In respect of Support Services, only the Client, Beneficiary and parties expressly named in a Report and no other parties are entitled to rely on its contents.

4.4 Save as set out in clauses 4.2 and 4.3 and unless otherwise expressly agreed in writing, no other person or entity of any kind is entitled to rely on any Services or Report issued or provided by GroundSure. Any party considering such Reports and Services does so at their own risk.

5 Fees and Disbursements

5.1GroundSure shall charge and the Client shall pay fees at the rate and frequency specified in the written proposal, Order Website or Order acknowledgement form, plus (in the case of Support Services) all proper disbursements incurred by GroundSure. The Client shall in addition pay all value added tax or other tax payable on such fees and disbursements in relation to the provision of the Services (together "Fees").

5.2 The Client shall pay all outstanding Fees to GroundSure in full without deduction, counterclaim or set off within 30 days of the date of GroundSure's invoice or such other period as may be agreed in writing between GroundSure and the Client ("Payment Date"). Interest on late payments will accrue on a daily basis from the Payment Date until the date of payment (whether before or after judgment) at the rate of 8% per annum.

5.3 The Client shall be deemed to have agreed the amount of any invoice unless an objection is made in writing within 28 days of the date of the invoice. As soon as reasonably practicable after being notified of an objection, without prejudice to clause 5.2 a member of GroundSure's management team will contact the Client and the parties shall then use all reasonable endeavours to resolve the dispute within 15 days.

6 Intellectual Property and Confidentiality

6.1 Subject to

(i) full payment of all relevant Fees and

(ii) compliance with this Contract, the Client is granted (and is

permitted to sub-licence to the Beneficiary) a royalty-free, worldwide, non-assignable and (save to the extent set out in this Contract) non-transferable licence to make use of the GroundSure Materials.

6.2 All Intellectual Property in the GroundSure Materials are and shall remain owned by GroundSure or GroundSure's licensors (including without limitation the Third Party Data Providers) the Client acknowledges, and shall procure acknowledgement by the Beneficiary of, such ownership. Nothing in this Contract purports to transfer or assign any rights to the Client or the Beneficiary in respect of such Intellectual Property.

6.3 Third Party Data Providers may enforce any breach of clauses 6.1 and 6.2 against the Client or Beneficiary.

6.4 The Client shall, and shall procure that any recipients of the GroundSure Materials shall:

(i) not remove, suppress or modify any trade mark, copyright or other proprietary marking belonging to GroundSure or any third party from the Services;

(ii) use the information obtained as part of the Services in respect of the subject Site only, and shall not store or reuse any information obtained as part of the Services provided in respect of adjacent or nearby sites;

(iii) not create any product or report which is derived directly or indirectly from the Services (save that those acting in a professional capacity to the Beneficiary may provide advice based upon the Services);

(iv) not combine the Services with or incorporate such Services into any other information data or service;

(v) not reformat or otherwise change (whether by modification, addition or enhancement), the Services (save that those acting for the Beneficiary in a professional capacity shall not be in breach of this clause 6.4(v) where such reformatting is in the normal course of providing advice based upon the Services);

(vi) where a Report and/or Mapping contains material belonging to Ordnance Survey, acknowledge and agree that such content is protected by Crown Copyright and shall not use such content for any purpose outside of receiving the Services; and

(vii) not copy in whole or in part by any means any map prints or run-on copies containing content belonging to Ordnance Survey (other than that contained within Ordnance Survey's OS Street Map) without first being in possession of a valid Paper Map Copying Licence from Ordnance Survey,

6.5 Notwithstanding clause 6.4, the Client may make reasonable use of the GroundSure Materials in order to advise the Beneficiary in a professional capacity. However, GroundSure shall have no liability in respect of any advice, opinion or report given or provided to Beneficiaries by the Client.

6.6 The Client shall procure that any person to whom the Services are made available shall notify GroundSure of any request or requirement to disclose, publish or disseminate any information contained in the Services in accordance with the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or any associated legislation or regulations in force from time to time.

7.Liability: Particular Attention Should Be Paid To This Clause

7.1 This Clause 7 sets out the entire liability of GroundSure, including any liability for the acts or omissions of its employees, agents, consultants, subcontractors and Third Party Content, in respect of:

(i) any breach of contract, including any deliberate breach of the Contract by GroundSure or its employees, agents or subcontractors;

(ii) any use made of the Reports, Services, Materials or any part of them; and

(iii) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

7.3 Nothing in the Contract limits or excludes the liability of the Supplier for death or personal injury resulting from negligence, or for any damage or liability incurred by the Client or Beneficiary as a result of fraud or fraudulent misrepresentation.

7.4 GroundSure shall not be liable for

(i) loss of profits;

(ii) loss of business;

(iii) depletion of goodwill and/or similar losses;

(iv) loss of anticipated savings;

(v) loss of goods;

(vi) loss of contract;

(vii) loss of use;

(viii) loss or corruption of data or information;

(ix) business interruption;

(x) any kind of special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;

(xi) loss or damage that arise as a result of the use of all or part of the GroundSure Materials in breach of the Contract;

(xii) loss or damage arising as a result of any error, omission or inaccuracy in any part of the GroundSure Materials where such error, omission or inaccuracy is caused by any Third Party Content or any reasonable interpretation of Third Party Content;

(xiii) loss or damage to a computer, software, modem, telephone or other property; and

(xiv) loss or damage caused by a delay or loss of use of GroundSure's internet ordering service.

7.5 GroundSure's total liability in relation to or under the Contract shall be limited to £10 million for any claim or claims.

7.6 GroundSure shall procure that the Beneficiary shall be bound by limitations and exclusions of liability in favour of GroundSure which accord with those detailed in clauses 7.4 and 7.5 (subject to clause 7.3) in respect of all claims which the Beneficiary may bring against GroundSure in relation to the Services or other matters arising pursuant to the Contract.

8 GroundSure's right to suspend or terminate

8.1 If GroundSure reasonably believes that the Client or Beneficiary has not provided the information or assistance required to enable the proper provision of the Services, GroundSure shall be entitled to suspend all further performance of the Services until such time as any such deficiency has been made good.

8.2 GroundSure shall be entitled to terminate the Contract immediately on written notice in the event that:

(i) the Client fails to pay any sum due to GroundSure within 30 days of the Payment Date; or

(ii) the Client (being an individual) has a bankruptcy order made against him or (being a company) shall enter into liquidation whether compulsory or voluntary or have an administration order made against it or if a receiver shall be appointed over the whole or any part of its property assets or undertaking or if the Client is struck off the Register of Companies or dissolved; or

(iii) the Client being a company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or being an individual appears unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986 or if the Client shall enter into a composition or arrangement with the Client's creditors or shall suffer distress or execution to be levied on his goods; or

(iv) the Client or the Beneficiary breaches any term of the Contract (including, but not limited to, the obligations in clause 4) which is incapable of remedy or if remediable, is not remedied within five days of notice of the breach.

9. Client's Right to Terminate and Suspend

9.1 Subject to clause 10.1, the Client may at any time upon written notice terminate or suspend the provision of all or any of the Services.

9.2 In any event, where the Client is a consumer (and not a business) he/she hereby expressly acknowledges and agrees that:

(i) the supply of Services under this Contract (and therefore the performance of this Contract) commences immediately upon GroundSure's acceptance of the Order; and

(ii) the Reports and/or Mapping provided under this Contract are

(a) supplied to the Client's specification(s) and in any event

(b) by their nature cannot be returned.

10 Consequences of Withdrawal, Termination or Suspension

10.1 Upon termination of the Contract:

(i) GroundSure shall take steps to bring to an end the Services in an orderly manner, vacate any Site with all reasonable speed and shall deliver to the Client and/or Beneficiary any property of the Client and/or Beneficiary in GroundSure's possession or control; and

(ii) the Client shall pay to GroundSure all and any Fees payable in respect of the performance of the Services up to the date of termination or suspension. In respect of any Support Services provided, the Client shall also pay GroundSure any additional costs incurred in relation to the termination or suspension of the Contract.

11 Anti-Bribery

11.1 The Client warrants that it shall:

(i) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) comply with such of GroundSure's anti-bribery and anti-corruption policies as are notified to the Client from time to time; and

(iii) promptly report to GroundSure any request or demand for any undue financial or other advantage of any kind received by or on behalf of the Client in connection with the performance of this Contract.

11.2 Breach of this Clause 11 shall be deemed a material breach of this Contract.

12 General

12.1 The Mapping contained in the Services is protected by Crown copyright and must not be used for any purpose other than as part of the Services or as specifically provided in the Contract.

12.2 The Client shall be permitted to make one copy only of each Report or Mapping Order. Thereafter the Client shall be entitled to make unlimited copies of the Report or Mapping Order only in accordance with an Ordnance Survey paper map copy license available through GroundSure.

12.3 GroundSure reserves the right to amend or vary this Contract. No amendment or variation to this Contract shall be valid unless signed by an authorised representative of GroundSure.

12.4 No failure on the part of GroundSure to exercise, and no delay in exercising, any right, power or provision under this Contract shall operate as a waiver thereof.

12.5 Save as expressly provided in this Contract, no person other than the persons set out therein shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of the Contract.

12.6 The Secretary of State for Business, Innovation and Skills ("BIS") or BIS' successor body, as the case may be, acting through Ordnance Survey may enforce a breach of clause 6.4(vi) and clause 6.4(vii) of these terms and conditions against the Client in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.7 GroundSure shall not be liable to the Client if the provision of the Services is delayed or prevented by one or more of the following circumstances:

(i) the Client or Beneficiary's failure to provide facilities, access or information;

(ii) fire, storm, flood, tempest or epidemic;

(iii) Acts of God or the public enemy;

(iv) riot, civil commotion or war;

(v) strikes, labour disputes or industrial action;

(vi) acts or regulations of any governmental or other agency;

(vii) suspension or delay of services at public registries by Third Party Data Providers;

(viii) changes in law; or

(ix) any other reason beyond GroundSure's reasonable control.

In the event that GroundSure is prevented from performing the Services (or any part thereof) in accordance with this clause 12.6 for a period of not less than 30 days then GroundSure shall be entitled to terminate this Contract immediately on written notice to the Client.

12.8 Any notice provided shall be in writing and shall be deemed to be properly given if delivered by hand or sent by first class post, facsimile or by email to the address, facsimile number or email address of the relevant party as may have been notified by each party to the other for such purpose or in the absence of such notification the last known address.

12.9 Such notice shall be deemed to have been received on the day of delivery if delivered by hand, facsimile or email (save to the extent such day is not a working day where it shall be deemed to have been delivered on the next working day) and on the second working day after the day of posting if sent by first class post.

12.10 The Contract constitutes the entire agreement between the parties and shall supersede all previous arrangements between the parties relating to the subject matter hereof.

12.11 Each of the provisions of the Contract is severable and distinct from the others and if one or more provisions is or should become invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be tainted or impaired.

12.12 This Contract shall be governed by and construed in accordance with English law and any proceedings arising out of or connected with this Contract shall be subject to the exclusive jurisdiction of the English courts.

12.13 GroundSure is an executive member of the Council of Property Search Organisation (CoPSO) and has signed up to the Search Code administered by the Property Codes Compliance Board (PCCB). All Risk Screening Reports shall be supplied in accordance with the provisions of the Search Code.

12.14 If the Client or Beneficiary has a complaint about the Services, written notice should be given to the Compliance Officer at GroundSure who will respond in a timely manner.

12.15 The Client agrees that it shall, and shall procure that each Beneficiary shall, treat in confidence all Confidential Information and shall not, and shall procure that each Beneficiary shall not (i) disclose any Confidential Information to any third party other than in accordance with the terms of this Contract; and (ii) use Confidential Information for a purpose other than the exercise of its rights and obligations under this Contract. Subject to clause 6.6, nothing shall prevent the Client or any Beneficiary from disclosing Confidential Information to the extent required by law

Appendix:
Japanese knotweed identification card

GroundSure
www.groundsure.com

phlorum

JAPANESE KNOTWEED

Root Buds

Early Spring

- 1-3cm round buds at stem base
- pink/red buds

Stem

Spring

- new fleshy shoots
- dark red/green

Summer

- max height 2-3m
- green with red/purple specks
- hollow stems
- zig-zag pattern
- forms dense clumps

Winter

- dead, light brown hollow stalks

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Leaves

New Leaves (first 1-3 weeks)

- dark red
- 1 to 4cm long

Young Leaves

- alternate
- green with dark red veins
- 3 to 7cm long

Mature Leaves

- alternate
- green heart-shaped
- 12cm long

Flowers

Late Summer

- creamy white, 0.5cm wide
- spike of small flowers
- spike length 10cm

Rhizome (root)

- few mm to 20cm in diameter
- inside orange/yellow
- easy to snap (like a carrot)

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