



Construction Ecological Management Plan (CEMP): Biodiversity

River Academy, Richfield Academy, Reading

Presented to: **Bowmer and Kirkland**

Issued: October 2022

Delta-Simons Project No: 21-1172.09

Report Details

Client	Bowmer and Kirkland
Report Title	Construction Ecological Management Plan (CEMP): Biodiversity
Site Address	River Academy, Richfield Academy, Reading
Project No.	21-1172.09
Delta-Simons Contact	Sam Wilson (sam.wilson@deltasimons.com)

Quality Assurance

Issue No.	Status	Issue Date	Comments	Author	Technical Review	Authorised
2	Final	4 th October 2022	Minor amendments to reflect consultee requirements			
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1.0 Introduction

1.1 Purpose and Scope of the Survey

Delta-Simons Ltd was instructed by Bowmer and Kirkland (the 'Client') to prepare a 'Construction Ecological Management Plan (CEMP): Biodiversity' for the proposed development of River Academy in Reading (hereafter referred to as the 'Site' and see Figure 1 for location). The CEMP: Biodiversity is required to aid the discharge of a pre-start planning condition, which states:

"The CEMP (Biodiversity) shall include the following:

- a) Risk assessment of potentially damaging construction activities.*
- b) Identification of "biodiversity protection zones".*
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).*
- d) The location and timing of sensitive works to avoid harm to biodiversity features.*
- e) The times during construction when specialist ecologists need to be present on site to oversee works.*
- f) Responsible persons and lines of communication.*
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.*
- h) Use of protective fences, exclusion barriers and warning signs.*

REASON: To minimise impacts on biodiversity (paragraphs 179 and 180 of the NPPF) and in accordance with Policy EN12 of the Reading Borough Local Plan."

This CEMP: Biodiversity aims to ensure that impacts on ecological receptors are adequately mitigated or compensated for during development. This Report describes measures to avoid, reduce, mitigate and compensate for likely adverse effects on ecological receptors resulting from the construction phase of the proposed development. Ecological receptors include sites, habitats and floral and faunal species, which are the subject of international or national protection, or are recognised as being of local rarity and/or sensitivity.

This document has been written based upon information provided by the Client, and the results and recommendations reported within the ecological reports submitted as part of the planning application. This document sets out the baseline conditions for the Site and describes the mitigation measures proposed.

1.2 Site Description

The Site is centred at Ordnance Survey (OS) grid reference SU 70407 74524, to the north-west of the centre of Reading. The Site covers an area of 5.33 ha and comprises plantation woodland, dense scrub, scattered scrub, defunct species-poor hedgerow, tall ruderal vegetation, amenity grassland, ephemeral/short perennial vegetation, bare ground, a building, hardstanding, a stream and scattered broadleaved trees.

There is industrial and commercial development to the south and at a distance to the east, while open pasture lies to the west. There is a large public park and leisure centre to the immediate east of the Site, and the River Thames lies approximately 125 m to the north.

The habitats present on Site are shown in Figure 2.

1.3 Proposed Development

It is understood from the drawing provided (Drawing 1) that the Proposed Development will comprise a three-storey secondary school with adjoining sports block, MUGA pitches, parking, landscaped areas and soft sports pitches.

2.0 Legislation

Specific habitats and species of relevance to the Site receive legal protection in the United Kingdom under various pieces of legislation, including:

- National Planning Policy Framework (NPPF, revised 2021);
- The Conservation of Habitats and Species Regulations 2017 (as amended);
- The Wildlife and Countryside Act (WCA) 1981 (as amended);
- The Countryside and Rights of Way (CROW) Act 2000; and
- The Natural Environment and Rural Communities Act (NERC) 2006.

Where relevant, this assessment takes account of the legislative and policy protection afforded to all protected species. Delta-Simons do not provide specialist legal advice and where necessary the reader should also consult the original legislation, references to which are included in Appendix A.

3.0 Previous Reports and Baseline Data

Delta-Simons completed a Preliminary Ecological Appraisal (PEA) and Bat Roost Potential (BRP) survey of the Site on 15th February 2022, prepared as an Ecological Impact Assessment (EclA) report, ref. 21-1172.05). The PEA and BRP survey determined no additional ecological surveys were required.

Tables 1, 2, and 3, below, identify ecologically sensitive areas and faunal species associated with the proposed development. Further details are provided within the EclA prepared by Delta-Simons (report ref. 21-1172.05).

Table 1 - Designated Sites

Designation Level		Description
Statutory	International	The results of the data search indicated that there are no internationally designated sites within 6 km of the Site.
	National	The results of the data search indicated that there are no nationally designated sites within 2 km of the Site.
Non-statutory		A total of 11 non-statutory designated sites lie within 2 km of the Site centre, including nine Local Wildlife Sites (LWS), one proposed LWS extension and one conservation target area. The closest LWS is The Warren Woodlands Complex at a distance of 200 m to the north. No significant adverse effects on non-statutory designated sites are anticipated, either during construction or operation, owing to the size of the development, the type of development and the distance from designated sites.

Table 2 - Habitats Known to be Present on, or Within Close Proximity to, the Scheme

Flora/Habitats	Description
	The majority of the Site was considered to be of negligible ecological value, dominated by amenity grassland and bare ground. The dense scrub, trees, woodland, hedgerows and ditch within the Site offer greater ecological interest, being of low ecological value. A strip of plantation woodland was along the south-eastern boundary, which borders Richfield Avenue. Species present were hawthorn <i>Crataegus monogyna</i>, field maple <i>Acer campestre</i>, London plane <i>Platanus x hispanica</i>, hazel <i>Corylus avellana</i>, ash <i>Fraxinus excelsior</i>, wild cherry <i>Prunus avium</i>, apple <i>Malus x domestica</i> and elder <i>Sambucus nigra</i>. Patches of dense scrub was growing through/over the fence line along the western, northern and eastern boundaries of the Site (see Target Note 1, Figure 2), and further dense scrub containing hawthorn, elder, goat willow <i>Salix caprea</i> and bramble, covered the stream in the south of the Site. There were scattered broadleaved trees within the south of the Site. Species present included: wild cherry, London plane, white willow <i>Salix alba</i> and hawthorn. Two defunct species-poor hedgerows were present in the south of the Site Both hedges were unmanaged and were dominated by hawthorn covered in dense

	ivy <i>Hedera helix</i>. Understorey fauna included nettle <i>Urtica dioica</i>, bramble, broadleaved dock <i>Rumex obtusifolius</i>, and cow parsley <i>Anthriscus sylvestris</i>. A ditch with standing water, approximately 2 m deep, runs through the Site from east to west, joining to a ditch system outside the boundary to the west and eventually joining the River Thames to the north. The water quality at time of survey was poor, with considerable litter present and the watercourse was not flowing.
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Table 3 - Fauna Potentially Supported at the Site

Fauna	Opportunities
Nesting birds	The dense scrub, woodland, hedgerows and scattered trees at the Site offer nesting opportunities for birds. Any removal or pruning works to these habitats has the potential to disturb or harm nesting birds if the appropriate mitigation is not implemented.
Reptiles	The majority of vegetation to be cleared is unsuitable to support reptiles. Suitable habitat, such as the earth mound, is understood to be retained and the limited dense scrub and tall ruderal vegetation to be removed is isolated from the more suitable wider surroundings. The dense scrub growing through the fence line along the western boundary is suitable, however it is only a small amount of vegetation from the edge, bordering the unsuitable amenity grassland. The potential presence of reptiles in these areas will be mitigated through implementation of a precautionary approach to habitat clearance.
Bats	The preliminary roost assessment undertaken in February 2022, identified that the building on-Site had negligible BRP. Several trees within the south of the Site were covered in dense ivy <i>Hedera helix</i> which can provide roosting features for bats and/or conceal other suitable features for roosting bats and as such, they were assessed as having low BRP. It is understood from the Landscape General Agreement Plan (Drawing 1) that the majority of these trees will be retained as part of the proposed development. The Site comprises predominantly amenity grassland, hardstanding and bare ground which is of low suitability for foraging/commuting bats. The scrub, trees, ruderals, hedgerows and ditch are likely to support invertebrates that would provide foraging opportunities for bats, however there are areas of higher-quality foraging habitat in the surrounding area in the north, along the River Thames. The Site was unlit at the time of the survey, however, it is likely subject to light spill from the Richfield Avenue in the south, as well as the commercial and industrial developments in the south and east. The Site is, therefore, considered to be of low value for foraging/commuting bats.
Badger	Whilst no evidence of badger <i>Meles meles</i> was recorded on Site, there is suitable habitat for foraging and sett building on-Site, and within the wider landscape and, therefore, it is likely that badgers could use the Site for foraging

Fauna	Opportunities
Hedgehog	The boundary habitats were suitable for west European hedgehogs <i>Erinaceous europaeus</i> , such that they may inhabit, or venture onto, the Site to forage.
Invasive species	Japanese knotweed was recorded on-Site in two locations: Within the dense scrub along the stream at the western end and on the earth mound in the east of the Site (Target note 2 on Figure 2).

4.0 Potentially Damaging Construction Activities

4.1 Habitats

The habitats present on Site are widespread on both a local and national scale, with none of the habitats being considered rare. These habitats are all of lower ecological value and are of negligible ecological value beyond the site level.

The on-Site ditch was completely overshadowed which limited its value, however, offers a dispersal corridor for wildlife which increases its ecological value. There is the risk that construction activity could adversely affect the watercourse through damage to its banks or through an accidental spillage causing a pollution incident. There is also potential that works in close proximity to retained habitats could cause damage to them without mitigation in place.

4.2 Nesting Birds

The construction phase will result in the loss of trees and small areas of dense scrub habitat. There is, therefore, potential for direct adverse effects on nesting birds that are permanent in nature as a result of such clearance.

In addition, construction works being carried out within proximity to nesting birds may affect them indirectly, depending on the works being carried out, and the species of bird affected. Noise and vibration disturbance effects may result in birds being repeatedly flushed off nests, causing disruption to feeding activity, or even abandonment of nests. This is considered to be a temporary impact.

Further to the potential direct effects on birds whilst they are actively nesting, the removal of suitable vegetation will result in the direct loss of available bird nesting habitat, as well as a loss of foraging opportunities.

4.3 Reptiles

Suitable reptile habitat at the Site is very limited in extent and restricted to areas of overgrown boundary vegetation surrounding the Site, as well as habitats associated with the earth bank and patches of tall ruderal and scrub. There is potential (albeit limited) that clearance of these areas could result in the death or injury of reptiles in the absence of mitigation.

4.4 Bats

The Site provides low quality foraging and commuting habitat for local bat species across the Site, with better opportunities present within adjacent woodland and along the River Thames to the north. Further, bats are considered unlikely to rely on any aspect of the Site for commuting and foraging, given its open nature and exposure to high levels of artificial illumination from streetlights on the adjacent road and urban developments in the south and east. Any bats that do make use of the Site are likely to be light-tolerant species only.

The survey identified that there is a low potential for a number of the ivy-clad trees to support bat roosts. Two mature hawthorns, covered in dense ivy and assessed as having low BRP in the south-west of the Site, are understood to require removal to facilitate the proposed development. The works to fell these would result in the destruction of any roosts present and potentially direct harm (killing or injury) to any bats that may be present at the time of the works.

4.5 Badger and Hedgehog

The Site has limited suitable habitat for these mammals, but they may venture onto the Site for foraging and, therefore, have potential to be killed/injured during Site clearance works.

4.6 Invasive Species

Japanese knotweed has been recorded at the Site and, in the absence of mitigation, could be spread beyond the Site boundary (an offence under the WCA 1981, as amended) during clearance works.

Japanese Knotweed Ltd have produced a knotweed management plan (ref. JKLE 17598) which details the locations of the stands.

5.0 Required Actions, Controls or Mitigation

The potential impacts of the proposed works on the ecological receptors identified have been assessed and the following mitigation principles will be applied in order to avoid, reduce, mitigate, or compensate for these impacts.

5.1 Habitats

All construction works will be carefully controlled in terms of their potential environmental impacts through implementation of best practice methodology. Adherence to these best practice methodologies will minimise the impact of dust and the risk of pollution events.

The following measures will be applied to prevent damage to the habitats and to minimise the temporary impacts to any faunal species that may occur within the Site or immediately surrounding habitats:

- Retained woodland immediately off Site and scattered trees on or immediately adjacent to the Site will receive appropriate protection during the construction phase, including the use of tree root protection zones and barriers in accordance with BS5837: 2012, Trees in relation to design, demolition, and construction, where appropriate;
- Best practice methodologies will be applied in order to minimise the spread of dust onto adjacent habitats during excavations. Where necessary this will include regular damping down; and
- All works will be undertaken to current guidance for pollution prevention, particularly in relation to those works around the on-Site watercourse.

With particular reference to the watercourse that bisects the Site, Policy EN11 of the Reading Borough Local Plan (Adopted November 2019) reads as follows:

"EN11: WATERSPACES

Reading's waterspaces will be protected and enhanced, so that they can continue to contribute to local and regional biodiversity and ecology, flood mitigation, local character, heritage and visual amenity, the provision of accessible leisure and recreational opportunities and, where appropriate, navigation. There will be no adverse impact on the functions and setting of any watercourse and its associated corridor. Where development in the vicinity of watercourses is acceptable, it will:-

- *Provide appropriate, attractive uses and buildings that enhance the relationship of buildings, spaces and routes to the watercourse, including through creating or enhancing views of the watercourse, and create a high quality public realm;*
- *Make positive contributions to the distinct character, appearance, historic significance, landscape and amenity of the watercourses;*
- *Provide a strengthened role for watercourses as important landscape features, wildlife corridors, historic features and recreation opportunities;*
- *Wherever practical and consistent with its biodiversity role, provide good, level access to and along the waterside for all those who want to use it;*
- *Be set at least ten metres back from the watercourse wherever practicable and appropriate to protect its biodiversity significance;*
- *Improve the quality of watercourse environment through protecting and enhancing habitats and ensuring that habitat creation is balanced with access and urban uses; and*
- *Pursue opportunities for deculverting of watercourses."*

Whilst the policy requirement for a 10 m buffer to the watercourse that bisects the Site is acknowledged, this watercourse currently has existing hardstanding well within 10 m, such that it would be neither practicable nor appropriate to increase this buffer to 10 m. The watercourse is otherwise protected in any case by the retained scrub, fencing and proposed pollution prevention measures.

The 2022 Bowmer and Kirkland Construction Environmental Management Plan (see Appendix A) includes the following statement on page 20 (of 41) which related to pollution prevention:

"Volume and rate of discharge will not cause pollution or any other adverse environmental impacts, including flooding, to the underlying groundwater or any adjacent surface waters (rivers, streams) or habitats."

Whilst the Bowmer and Kirkland document does not provide detailed methodology as to how pollution of watercourses will be avoided, it is understood that standard methodology will be employed as detailed within the Government's Pollution Prevention for Businesses guidance (see link to website in Appendix A).

5.2 Species Protection Measures

5.2.1 Nesting Birds

Areas to be retained will receive adequate protection during the construction phase of the development. Ideally, any areas of suitable habitat are to be cleared will be cleared outside of the nesting bird season (i.e. cleared between September and February inclusive).

Should clearance works be required during the bird nesting season (March-August, inclusive) a suitably experienced ecologist will undertake a nesting bird check within 24 hours of works commencing.

The following characteristics help to define an active nest:

- A nest containing eggs;
- A nest containing young;
- Bird incubating eggs;
- Adult birds carrying food items to a nest;
- A nest that is under construction; and/or
- Alarm calling or agitated adults associated with a nest.

If any active nests are found, then an appropriate buffer zone will be created around the nest location using brightly coloured tape. The extent of the buffer zone will depend on the location of the nest and the density of the surrounding vegetation. The ecologist will estimate the time period until all chicks have fledged and will return to check the nest after this time has passed. The buffer zone will remain in situ until the ecologist is content that all chicks have fledged the nest, or that the nest is no longer active (e.g. as a result of predation).

If a nest is discovered during clearance works by a contractor all works should cease. The Site supervisor as well as the ecologist should be contacted immediately. The ecologist will check the nest and confirm whether or not it is active. If confirmed active, work will only continue once a buffer zone large enough to ensure that the nest will not be disturbed has been created around the nest site. The buffer zone will be marked out using bright coloured tape as previously stated and will be left in place until the ecologist confirms that all chicks have fledged the nest.

5.2.2 Reptiles

The Site is mainly characterised by amenity grassland, hardstanding and bare ground which are considered to be wholly unsuitable to support reptiles. The limited overgrown boundary vegetation surrounding the Site, as well as habitats associated with the earth bank and patches of tall ruderal and scrub may provide limited habitat for common species of reptile but are isolated due to being surrounded by hardstanding, bare ground or amenity grassland.

In 2019, the HCC assessment of the Site recommended precautionary clearance of suitable habitat, due to the Site having a low potential for reptiles. This recommendation was given prior to final landscaping. The majority of vegetation to be cleared is unsuitable to support reptiles. Suitable habitat, is understood to be retained and the limited dense scrub and tall ruderal vegetation to be removed is isolated from the more suitable wider surroundings. The dense scrub growing through the fence line along the western boundary is suitable, however it is only a small amount of vegetation from the edge, bordering the unsuitable amenity grassland.

Given the above it is clear that the area of reptile habitat on-Site that is likely to be affected by the proposals is extremely limited. However, as there remains a possibility that reptiles occupying these areas could be affected by the works, the following precautionary approach to clearing these boundary habitats is recommended:

- Any boundary vegetation to be cleared as well as habitats associated with the earth bank and patches of tall ruderal and scrub will be subject to an initial cut to 150 mm during suitable conditions for reptiles to be active (temperatures above 9 °C, dry, no wind) during the period March to October inclusive;
- Where possible the direction of cutting will be selected so as to encourage reptiles off-Site;
- The cut areas will then be left for 24 hours to allow any reptiles present to disperse to safety;
- The cut areas will then be cut to ground level to render them unsuitable for reptiles.

Given the overall lack of reptile habitat at the Site, it is considered that this precautionary approach will serve to safeguard reptiles without the need for an Ecological Clerk of Works to be present.

5.2.3 Bats

The majority of boundary woodlands and scattered trees are to be retained and protected during construction, in accordance with BS5837:2012 Trees in relation to design, demolition, and construction, which will continue to provide suitable foraging and commuting habitat across the Site and into the wider landscape for bats.

The construction phase of works has the potential to result in temporary disturbance to bats through increased lighting, noise and vibration, both on foraging and commuting corridors in the west. However, it is anticipated that during the main active bat season (April-October, inclusive), construction works will generally cease, or be winding down before dusk when bats emerge and will not begin before dawn when bats return to roosts. Therefore, in general, additional artificial lighting will not be required, and there are not anticipated to be any negative effects upon bat foraging and commuting behaviour from noise across the Site since construction works will not coincide with the timing of bat activity.

In certain circumstances, for example, in late autumn or early spring when daylight hours are limited but weather conditions may be suitable for bats to be active, there may be a brief overlap between bat activity and on-Site construction works. During this period, lighting may be required to enable the construction works to progress, and this along with any associated noise, may temporarily enable bat foraging and commuting activity across an area of the Site. However, the combined effects of lighting and noise from construction works during these occasional circumstances would only be a temporary deterrent to foraging and commuting bats in a concentrated area, and not across the wider Site and this is not anticipated to have any adverse impact upon bats.

The 2022 Bowmer and Kirkland Construction Environmental Management Plan (see Appendix A) includes the following statement on lighting on page 12 (of 41), which is to be adhered to during the construction phase:

"Construction phase lighting shall be designed to minimise effects beyond the site boundary.

- *Where possible site lighting will be LED which virtually eliminates upward glare;*
- *Warm white spectrum (<2700k) lamps to be used;*

- *Lights will be shrouded / pointed downward;*
- *Pointed away for areas of vegetation."*

As mitigation for bats, the removal of low BRP trees will only proceed following a dawn roost re-entry bat survey will be carried out on the morning that the works are due to proceed (during April-October inclusive only, in suitable weather conditions for bats to be active).

5.2.4 Badger and Hedgehog

During the construction phase of works, no open pits or trenches will be left uncovered or alternatively without a mammal escape ramp overnight.

5.2.5 Invasive Species

At least one of the remediation methods (excavation with capping and disposed of either onsite as a cell-burial or offsite in landfill) recommended in the Japanese Knotweed Ltd report (Appendix B) will be implemented to manage and remove the knotweed from the Site. This report should be adhered to and Japanese Knotweed Ltd contacted for any works related to Japanese knotweed.

5.3 Role Responsibilities

Table 4, below, summarises the key roles and responsibilities. The term 'contractor' applies to all phases of development, including enabling works, demolition/site clearance and construction activities. Where this represents different individuals/organisations throughout the process, a suitable handover must be undertaken.

Table 4 - Roles and Responsibilities

Role	Responsibility
Ecologist	To provide ecological support and advice to the Contractor's Site Manager. To implement control measures and ecological mitigation and take the role of an Ecological Clerk of Works (ECoW). To deliver Toolbox Talk training and work with Site Managers and Foremen to ensure implementation of best practice methodologies where required. Undertake actions as required to ensure animal welfare.
Contractor's Site Manager	Oversight of weekly Site audits. Responsibility for review of Site Environmental Manager appointments, ensuring that the individual or individuals have sufficient time, resources and training to discharge responsibilities. Review implementation of corrective actions.
Contractor's Environmental Manager	Secure ecologist support as required. Overall responsibility for implementation of the CEMP: Biodiversity. Responsibility for ensuring compliance with ecological legislation. Carry out weekly site audits and assist Site Manager in preparation of detailed monthly audit report.

Prior to development of the Site, and at the point of any change of lead contractor, the following must be made known to all Site personnel:

- Contractor responsibilities, procedures, and requirements.

- Details of measures to ensure protection and suitable mitigation to all notable and legally protected habitats and species both during construction and post-development. Such measures will include consideration and avoidance of sensitive stages of species life cycles, such as the bird breeding season, and phasing of works to minimise disturbance of existing features.
- Where relevant to an individual's role, a summary work schedule table, confirming the relevant dates and/or periods by which the prescriptions and protection measures shall be implemented.
- Details of suitably qualified personnel responsible for overseeing implementation of the CEMP: Biodiversity commitments, such as an Ecological Clerk of Works (ECoW).

5.4 Ecological Clerk of Works Supervision

It is anticipated that Ecological Clerk of Works Supervision may be required during the following activities and times:

- Prior to clearance of suitable nesting bird habitat, if this is to be carried out between March and August inclusive; and
- During the removal of the trees with low BRP, which must be carried out between April and October inclusive.

5.5 Lines of Communication

The ECoW will provide a point of contact for Site contractor staff, and will update the Site manager following each visit.

6.0 Disclaimer

The recommendations contained in this report represent Delta-Simons' professional opinions, based upon the information referred to in Section 1.0 of this report, exercising the duty of care required of an experienced Ecology Consultant. Delta-Simons does not warrant or guarantee that the Site is free of bats or other protected species.

The behaviour of animals can be unpredictable and may not conform to characteristics recorded in current scientific literature. This report, therefore, cannot predict with absolute certainty that animal species will or will not occur in apparently suitable locations or habitats or that they will not occur in locations or habitats that appear unsuitable.

No part of the survey included an assessment of the materials and conditions of any buildings. No part of the survey included an asbestos assessment, nor did it represent an appraisal of other deleterious materials or hazardous substances.

This report was prepared by Delta-Simons for the sole and exclusive use of the Client and for the specific purpose for which Delta-Simons was instructed as defined in Section 1.0 of this report. Nothing contained in this report shall be construed to give any rights or benefits to anyone other than the Client and Delta-Simons, and all duties and responsibilities undertaken are for the sole and exclusive benefit of the Client and not for the benefit of any other party. In particular, Delta-Simons does not intend, without its written consent, for this report to be disseminated to anyone other than the Client or to be used or relied upon by anyone other than the Client. Use of the report by any other person is unauthorised and such use is at the sole risk of the user. Anyone using or relying upon this report, other than the Client, agrees by virtue of its use to indemnify and hold harmless Delta-Simons from and against all claims, losses and damages (of whatsoever nature and howsoever or whensoever arising), arising out of or resulting from the performance of the work by the Consultant.

Figure 1 – Site Location Map



Legend

Site boundary

0100200300400 Meters

N

Figure				Site Location Plan	
Job				River Academy, Richfield Avenue, Reading	
Client				Bowmer and Kirkland	
Figure No.	1	Revision	A	Date	29/03/2022
Drawn	AJ	Checked	SW	Scale	1:10,000 @ A3
Job No.			21-1172.05		
			Central GR 470419E 174468N		

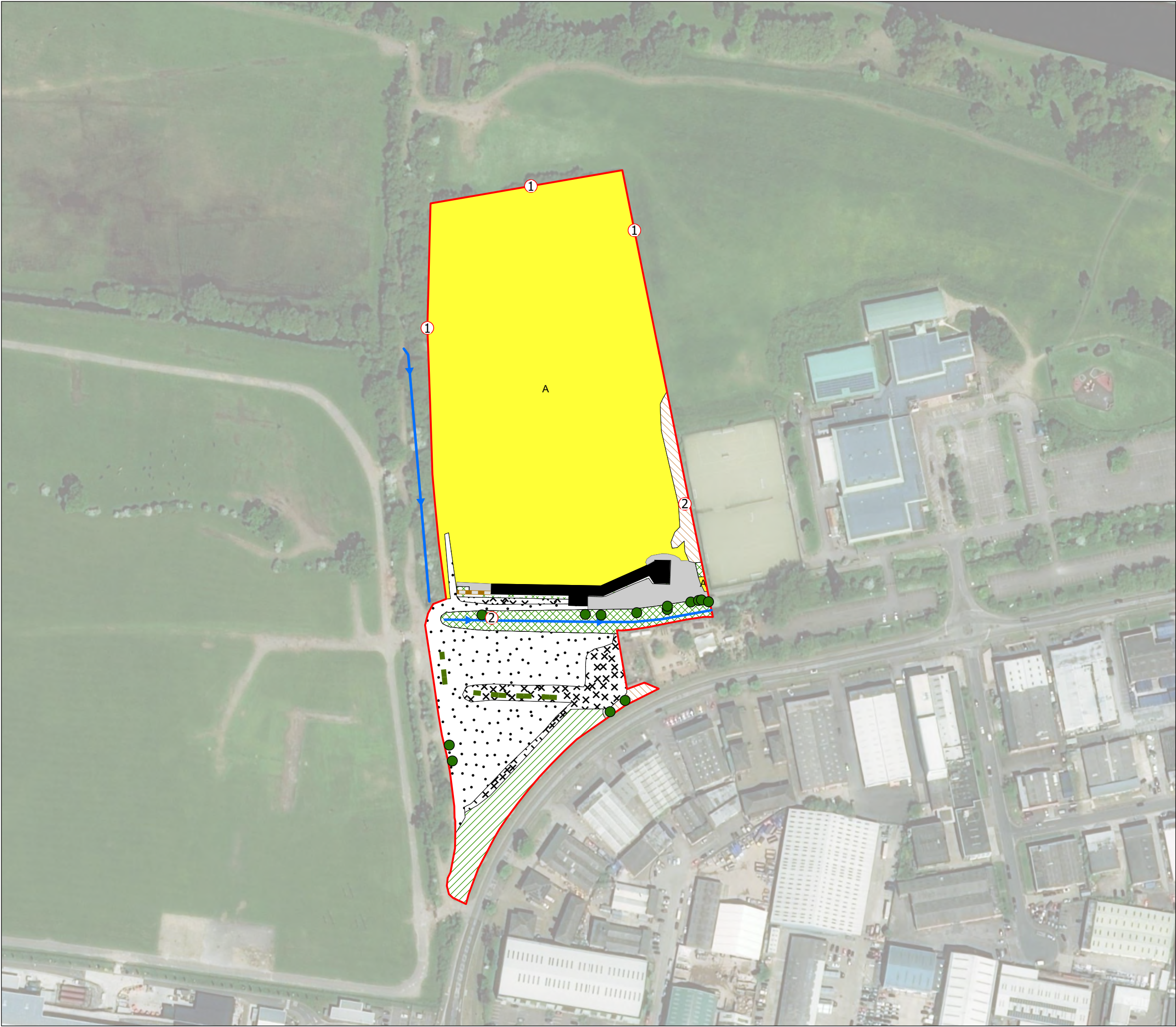
DO NOT SCALE.
NOT FOR CONSTRUCTION.

Environment - Health & Safety - Sustainability

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03/2022

Figure 2 – Phase 1 Habitat Map



Legend

- Site boundary
- Broadleaved woodland - plantation
- Scrub - dense/continuous
- Scrub - scattered
- Tall ruderal
- A Amenity grassland
- Ephemeral / short perennial
- Buildings
- Hardstanding
- Bare ground
- Defunct hedge - species-poor
- Wall
- Running water
- Scattered broadleaved tree
- Target note

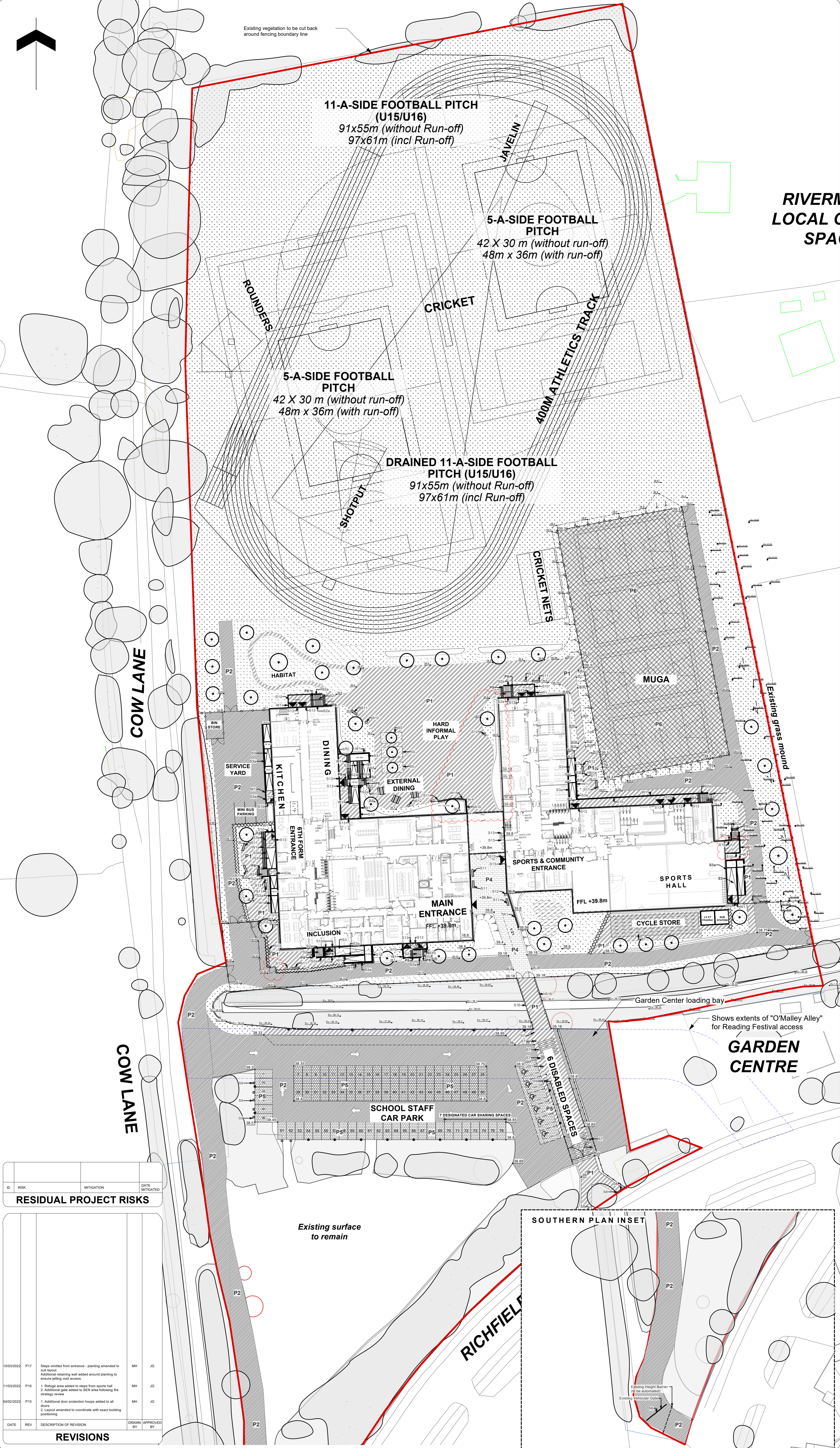
0 20 40 60 80 Meters



Figure Phase 1 Habitat Map			
Job River Academy, Richfield Avenue, Reading			
Client Bowmer and Kirkland			
Figure No.	2	Revision	A
		Date	31/03/2022
Drawn	AJ	Checked	SW
		Scale	1:2,250 @ A3
Job No.	21-1172.05		Central GR 470432E 174482N



Drawing 1 - Landscape General Arrangement Plan



Note

1. Do not scale from this drawing
2. To be read in conjunction with Project Risk Register REF: XXX
3. To be read in conjunction with all other Landscape Architect's drawings

- KEY**
- Application Boundary
 - Existing Trees
 - Existing Vegetation
 - Proposed Building
 - Ground Floor Cut-Through (First and Second Floor Connection)
 - Building Entrance/Exit Point

- HARD LANDSCAPE**
- P1** PEDESTRIAN TARMAC
To Engineer's Specification
 - P2** VEHICULAR TARMAC
To Engineer's Specification
 - P4** PEDESTRIAN BLOCK PAVING
Pedestals Paving
200x100x50mm
Supplier: Tobermore
Colour: Natural
Location: Entrance Plaza
Q24/110A
 - P5** PERMEABLE BLOCK PAVING
Pavlo Paving
200x100x50mm
Supplier: Marshalls
Colour: Charcoal with white marker blocks
Location: Parking Bays
Q24/110C
 - P6** PERMEABLE TARMAC
To Engineer's Specification
 - P8** HAZARD WARNING PAVING
Contour Paving
400x400x50mm
Supplier: Marshalls
Colour: Charcoal with white marker blocks
Location: To top and bottom of steps/crossings
Q24/320

- SOFT LANDSCAPE**
- PROPOSED GRASS SEED**
Refer to Planting Plan
 - PROPOSED AMENITY PLANTING**
Refer to Planting Plan
 - PROPOSED MEADOW PLANTING**
Refer to Planting Plan
 - PROPOSED RAIN GARDEN PLANTING**
Refer to Planting Plan
 - PROPOSED DRY SWALE**
Refer to Planting Plan
 - PROPOSED TREE PLANTING**
Refer to Planting Plan
 - PROPOSED HEDGE PLANTING**
Refer to Planting Plan

- SITE FURNITURE**
- S1** CYCLE STAND WITH CANOPY
120 cycle spaces
Mallory Cycle Hoops and Sheldon Canopy
Q50/210E & B91/330B
 - S2** STEPS
See detail FS0949-ALA-XX-ZZ-DR-L-1005
 - S2a** HANDRAILS FOR STEPS
See detail FS0949-ALA-XX-ZZ-DR-L-1005
 - S3** RAMP
See detail FS0949-ALA-XX-ZZ-DR-L-1006
 - S3a** HANDRAILS FOR RAMP
FIXED TO BALUSTRADE
See detail FS0949-ALA-XX-ZZ-DR-L-1006
 - S3b** HANDRAILS FOR RAMP
See detail FS0949-ALA-XX-ZZ-DR-L-1006
 - S4** Detail Omitted
 - S5** RAIN GARDEN WITH INTEGRATED SEATING
See detail FS0949-ALA-XX-ZZ-DR-L-1003
 - S6** PROPOSED VEHICLE GATE
Details TBC
 - S7** REMOVABLE BOLLARD
Stainless Steel Bollard
Supplier: Kensington Systems
Location: To car park crossings
Q50/196
 - S8** FIXED BOLLARD
Stainless Steel Bollard
Supplier: Kensington Systems
Location: To car park crossings
Q50/196A
 - S9** EV CHARGING POINT
Details TBC
 - S10** BALUSTRADE
Details TBC
 - S11** BENCH
Concrete Bench
Supplier: Langley Designs
Q50/220A
 - S12** BIN
Supplier: Langley Designs
Wood Finish
Q50/240A
 - S13** DOOR PROTECTION HOOP
Supplier: Langley Designs
Product: Mallory Door Banier
Q50/210D
 - S15** LIGHTING LOCATION TBC
 - S16** PEDESTRIAN RAILING TO BRIDGE
Details TBC

- FENCING**
- Fencing
Refer to Fencing Plan
 - Pedestrian Parapet
Refer to Fencing Plan
 - Single-leaf Gate
Refer to Fencing Plan
 - Double-leaf Gate
Refer to Fencing Plan
 - Sliding Gate
Refer to Fencing Plan

- STRUCTURES**
- W1** Concrete Retaining Wall
Details TBC

STATUS
S3 - CONTRACTORS PROPOSALS

ares
LANDSCAPE ARCHITECTS

Area Landscape Architects LTD
Formal House
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e: hello@aresdesign.co.uk
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CLIENT:
Bowmer & Kirkland

PROJECT TITLE:
River Academy

DRAWING TITLE:
Landscape General Arrangement Plan

DRAWING SCALE: 1:500
PAPER SIZE: A1

DRAWN BY: MH
APPROVED BY: JG

DRAWN DATE: 10.09.2021
ALA PROJECT CODE: ALA691

DRAWING NUMBER: FS0949-ALA-XX-ZZ-DR-L-0002 S3
STATUS: S3
REVISION: P17

ID	RISK	MITIGATION	DATE MITIGATED	
RESIDUAL PROJECT RISKS				
15/03/2022	P17	Steps omitted from entrance - planting amended to suit layout Additional retaining wall added around planting to ensure jetting void access	MH JG	
11/03/2022	P16	1. Refuge area added to steps from sports hall 2. Additional gate added to SEN area following fire strategy review	MH JG	
04/02/2022	P15	1. Additional door protection hoops added to all doors 2. Layout amended to coordinate with exact building positioning	MH JG	
DATE	REV	DESCRIPTION OF REVISION	DRAWN BY	APPROVED BY
REVISIONS				

Appendix A - References

References

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Appendix B – Japanese Knotweed Ltd Report

JAPANESE KNOTWEED

Remediation Report

Private & Confidential

Japanese Knotweed Ltd

has helped thousands of customers resolve the problem of knotweed.



Knotweed Management Plans for:

CONSTRUCTION PROJECTS
HOUSING DEVELOPMENTS
GROUND REMEDIATION
CHANGE OF LAND USE
COMMERICAL PROPERTY
PRIVATE PROPERTY
CONVEYANCE
MORTGAGES

KNOTWEED MANAGEMENT PLAN

REFERENCE

JKLE17598

CLIENT NAME

Bowmer & Kirkland

SITE NAME/ADDRESS

River Academy, Reading, RG1 8NA

Knotweed Management Plan drafted in accordance with the; Environment Agency 'Treatment and disposal of invasive non-native plants: RPS 178 [2019]' and 'Property Care Association's 'Code of Practice for the Management of Japanese Knotweed, [2018]'

LONDON - MANCHESTER - SOUTHAMPTON -

0333 241 4413

www.japaneseknotweed.co.uk



DUTY OF CARE:

JAPANESE KNOTWEED AND YOUR OBLIGATIONS

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

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

The spread of Japanese knotweed is governed under the Wildlife and Countryside Act 1981 / Wildlife (Northern Ireland) Order 1985. Part I (Wildlife – Miscellaneous), Section 14, Clause 2 of the Act states: ... if any person plants or otherwise causes to grow in the wild any plant which is included in Part II of Schedule 9, he shall be guilty of an offence. Schedule 9 (animals and plants to which section 14 applies), Part II (Plants) lists Japanese knotweed.

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

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

A PLAN OF ACTION

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

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

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



**JAPANESE
KNOTWEED
TO BE
IGNORED**

KNOTWEED MANAGEMENT PLAN

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Version 10.1 – 15/07/2020 - JKLE Knotweed Mgmt Plan

1 INTRODUCTION

1.1 CONTACTS

JAPANESE KNOTWEED SPECIALIST DETAILS

**Japanese Knotweed Ltd**

Unit 13A, Westlink, Belbins Business Park, Cupernham Lane, Romsey, Hampshire, SO51 7JF

0333 2414 413 Option 1 + 1 | estimating@knotweed.co.uk | japaneseknotweed.co.uk

Sam Clarke | Excavations Sales Manager | sam.clarke@knotweed.co.uk

Matthew Ashworth | Excavations Estimator | matt.ashworth@knotweed.co.uk

Japanese Knotweed Ltd is a market leading national (England, Wales, and Scotland) specialist invasive weed contractor, with an annual turnover of £4.6m. In 2020 we delivered approx. 200 excavation projects, including a £1.3m excavation job between Oct-Nov 2020, and another £0.5m excavation in Nov-Dec 2020. We currently have over 5000 herbicide customers and in 2020 completed approximately 12,000 herbicide programme treatment visits.

We are a safety-first company, and our staff and teams are highly skilled in the work they undertake. We operate a 100% CSCS policy for field staff and managers. Our surveyors are CSJK qualified, plant operators are CPCS ticketed, and supervisors are SSSTS qualified. Our staff receive full and regular training including, First Aid training, NPTC for all herbicide technicians, Lanyard and Harness training and Asbestos awareness training among many others.

Excellent  4.9 out of 5 based on 803 reviews  Trustpilot

5-star review, Japanese Knotweed Ltd, 2020:

'We used Japanese Knotweed Ltd on a Civil Engineering project to treat a large Japanese Knotweed infestation to make way for a new link road and viaduct. They were very professional to deal with, and they managed the excavation process well. The material was moved to a different area of the site and shaped into a spoil bund for chemical treatment. We found them to be very helpful and the work was competitively priced.'

CLIENT DETAILS

**Bowmer & Kirkland**

Southern Regional Office, 1230 Arlington Business Park, Theale, Reading RG7 4SA

Blake Penny

0118 916 7200 | 07387 128749

b.penny@bandk.co.uk

1.2 PLAN OVERVIEW

FULL SITE ADDRESS

River Academy
Reading
RG1 8NA

DESCRIPTION OF MANAGEMENT PLAN

The management plan should be implemented to control the spread of Japanese knotweed on to and out from the site. The plan details the problem being caused by invasive weeds and how to manage this by implementing remedial actions. The Plan should be overseen by the Site Manager, and in his absence, his deputy. The Plan, its appendices and revisions shall be kept for future site owners.

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

PREVENTING FURTHER SPREAD

Where possible all areas affected by Japanese knotweed should be fenced off and isolated from any activities on site immediately to avoid potential knotweed spread. The fencing should be erected at least 7 metres (minimum 5m) away from any visible knotweed growth to protect rhizomes close to the surface from disturbance (see Property Care Association's 'Code of Practice for the Management of Japanese Knotweed').

No material is to leave site from the knotweed areas, except as part of specially supervised knotweed treatment works. No new materials should be stored in or adjacent to Japanese knotweed areas. Where there is a high risk of knotweed infestation from neighbouring land, contact the landowner and agree on a co-ordinated treatment programme.

2 PRE-REMEDIATION SURVEY

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

The site survey was undertaken by Japanese Knotweed Ltd on **14 March 2022**

2.1 DESCRIPTION OF THE SITE

The site is a vacant plot of land that is divided in two by the stream that cuts east to west through the site. The north half consists of the old golf driving range and is an area of grassland that meets the neighbouring sports facilities to the east, the stream to the south, Cow Lane to the west and open land to the river at the north. The southern half of the site is being used for mobile accommodation and a yard for highway contractors. This consists of a mixture of surfaces and areas of weed and scrub vegetation.

See Appendix Report Section 5.2.1 for Image of site layout

2.2 DISTRIBUTION OF JAPANESE KNOTWEED

A limited assessment (due to access) of the site was undertaken to identify the presence, locations and extent of Japanese knotweed growth.

The survey was undertaken in accordance with current good practice published by the Royal Institute of Chartered Surveyors (RICS, 2012) and the Property Care Association (PCA, 2018).

The areas of Japanese knotweed identified are detailed below:

Japanese knotweed stand JK1: Stand JK1 is a large mature area of growth to the north bank of the stream. This consists of dead stem material amongst other vegetation. The dense vegetation to the bank may be harbouring further knotweed material.

Japanese knotweed stand JK2: Stand JK2 is another area of mature growth to the north bank of the stream. This is located between a security fence and the waters edge and meets the area of JK1. The dense vegetation to the bank may be harbouring further knotweed material.

Japanese knotweed stand JK3: Stand JK3 is a mature area of growth that is scattered amongst the dense vegetation to the south bank of the stream. This consists of dead stem material opposite the areas of JK1 and JK2. Again, vegetation on the bank may be harbouring further knotweed material.

Japanese knotweed stand JK4: Stand JK4 is an area of semi-mature growth located to the south of the site. This is approximately 11 metres from the shared boundary to the garden centre. This is emerging amongst other vegetation including hemlock.

Japanese knotweed stand JK5: Stand JK5 is a large mature area to other vegetation and small trees that meets the area of JK4. It is possible that usage and clearance of the yard have disturbed and fragmented knotweed material.

Ref	Growth Type	Avg. Stem Height	Veg Composition	Proximity to Water (<12m)	Slope / Gradient	Onsite / Offsite	Visible Area
JK1	Mature	1-2.5m	JK & other	Yes	Steep	Onsite	174m ²
JK2	Mature	1-2.5m	JK & other	Yes	Steep	Onsite	21m ²
JK3	Mature	1-2.5m	JK & other	Yes	Steep	Onsite	139m ²
JK4	Semi-mature	1-2.5m	JK & other	No	Flat	Onsite	28m ²
JK5	Mature	1-2.5m	JK & other	No	Flat	Onsite	196m ²

The areas of other Invasive Weeds identified are detailed below:

Russian Vine Stand RV1: Stand RV1 is an area of mature growth located to the north and east boundary fence.

Hemlock Stand HL1: Stand HL1 is a mature area of growth on the bank to the east boundary of the site that meets the neighbouring sports pitch. This is scattered growth and dead stem material from then previous season.

Hemlock Stand HL2: Stand HL2 is an area of scattered growth to a mound of relocated soils.

Hemlock Stand HL3: Stand HL3 is to the north west corner of the site and displayed dead stem material and new seedling growth.

Hemlock Stand HL4: Stand HL4 is located to the west boundary. This again consists of dead stem material and new seasons growth.

Hemlock Stand HL5: Stand HL5 is located on the riverbank that is amongst other vegetation and could not be fully surveyed. This requires a later season inspection to determine its full extent.

Hemlock Stand HL6: Stand HL6 is to the south bank of the stream and meets the garden centre boundary. This is dense seedling growth. Further material may be amongst the other vegetation to the area.

Hemlock Stand HL7: Stand HL7 is a large area of both scattered and dense growth, consisting of dead stem material and seedling growth. This area has been disturbed by clearance and the usage of the yard. This requires a later season inspection to determine its full extent.

Hemlock Stand HL8: Stand HL8 is an area of growth to the rear of the old building.

Ref	Growth Type	Avg. Stem Height	Veg Composition	Proximity to Water (<12m)	Slope / Gradient	Onsite / Offsite	Visible Area
RV1	Mature	>2.5m	RV only	No	Flat	Onsite	429m ²
HL1	Mature	<1m	HL & other	No	Steep	Onsite	667m ²
HL2	Mature	<1m	HL & other	No	Flat	Onsite	73m ²
HL3	Mature	<1m	HL & other	No	Flat	Onsite	579m ²
HL4	Mature	<1m	HL & other	No	Flat	Onsite	208m ²
HL5	Mature	<1m	HL & other	Yes	Moderate	Onsite	186m ²
HL6	Mature	<1m	HL & other	Yes	Moderate	Onsite	175m ²
HL7	Mature	<1m	HL & other	No	Flat	Onsite	5200m ²
HL8	Mature	<1m	HL & other	No	Flat	Onsite	118m ²

See below for Site Plan of site showing knotweed distribution

See Appendix Report Section 5.2.3 for Photographs of the Site and Japanese knotweed

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



KEY



Visible Knotweed



Visible Hemlock



7m Risk Zone *



Visible Russian Vine

LIMITATIONS OF SURVEY

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

*The vast majority of Japanese knotweed's underground rhizome is present under and within 3m of the plants above ground visible growth area. However, some rhizomes can travel much further than this and the 7m zone is safe exclusion zone where any ground disturbance works are not likely to encounter knotweed rhizome.

3 REMEDIATION PROPOSAL

3.1 EVALUATING APPROPRIATE METHODS

DESCRIPTION OF ANY PROPOSED DEVELOPMENT

The proposal is for the construction of a new school with large carpark and sports facilities.

See Appendix Report Section 5.2.2 for Site Plan of Proposed development

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

SETTING PRIORITIES

PRIORITY				
HIGH <i>Removal</i>				
MEDIUM <i>Treatment</i>				
LOW <i>Monitoring</i>				
ACTIONS				
Isolation / Exclusion	✓			All Japanese knotweed areas to be isolated. Isolation zone should be to at least 7 metres laterally from any visible knotweed growth to ensure rhizomes close to surface are not disturbed.
Monitoring		✓		A scheme for monitoring will be agreed with the Site Manager, who will ultimately be responsible for overseeing the control of Japanese knotweed on site.
Management			✓	This Management Plan will be reviewed on a regular basis and in any case every 12 months from site acquisition to completion of works.
KNOTWEED AREAS				
JK1-JK5	✓			Instant eradication (excavation) – the knotweed area is proposed for disturbance under development.

METHODS OF CONTROL AND ERADICATION

The following table displays a range of Japanese knotweed remediation methods and the feasibility of being deployed in relation to this site and any development plan information we have been provided.

 **Recommended** |
  **Feasible*** |
  **Not feasible**

*Feasible based on current understanding of the site and proposed change of land use plans, but subject to further investigation.

JAPANESE KNOTWEED REMEDIATION METHOD – SITE SPECIFIC FEASIBILITY CHART

REMEDICATION METHODS		JAPANESE KNOTWEED GROWTH LOCATIONS									
Treatment Type	Disposal Type	1	2	3	4	5	-	-	-	-	-
Full Excavation (total lateral and vertical extent of rhizome within site)	Offsite in Landfill						-	-	-	-	-
	Onsite Sifted and Buried						-	-	-	-	-
	Onsite Buried as Cell-Burial						-	-	-	-	-
	Onsite Relocated for Treatment						-	-	-	-	-
Reduced Level Excavation (remaining rhizome contaminated ground is capped with root barrier)	Offsite in Landfill						-	-	-	-	-
	Onsite Sifted and Buried						-	-	-	-	-
	Onsite Buried as Cell-Burial						-	-	-	-	-
	Onsite Relocated for Treatment						-	-	-	-	-
Herbicide Treatment Programme*	Left In-Situ						-	-	-	-	-

See Appendix Report Section 5.3 for detail on our remediation methods (with 'Pros' and 'Cons' analysis)

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

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

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

4 RECOMMENDATION FOR REMEDIATION

In consideration of the survey findings and evaluated proposals for the site we provide our remedial recommendations below:

If the Japanese knotweed is going to be disturbed by the development it will need to be excavated. The excavated knotweed can either be removed from site as controlled waste to a specially licensed landfill facility or disposed of onsite as a burial under an area of proposed landscaping.

As the knotweed is within areas of proposed landscaping it can be excavated to a reduced level and the remaining knotweed contaminated ground capped with a specialist horizontal root barrier.

The extent of knotweed may be greater than the current visible growth suggests due to possible disturbance of knotweed rhizome within the yard area. We have therefore quoted a re-measure price.

We can price for the remediation of other identified invasive species (buddleia, hemlock and Russian vine) on request.

4.1 PROPOSED / QUOTED METHODS

We have provided quotations for the following methods:

- **Knotweed stands due for disturbance:** JK1-JK5
 - QUOTE 1: Excavation, Capping and Landfill
 - QUOTE 2: Excavation, Capping and Cell-Burial

Remedial works quotations we provided under separated attached cover.

REMEDIAL METHODS FOR AREAS DUE FOR DISTURBANCE

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

FULL EXCAVATION and CART-AWAY



Where knotweed is present in areas proposed for change of land use plans, or where it is undesirable or impractical to treat knotweed in-situ with herbicide, it will need to be excavated. Professionally managed and delivered excavation removes all the knotweed rhizome from the soils of the site.

If there is no room on site to retain the waste either as a burial or relocation (for herbicide treatment) it can be removed from site for disposal as controlled waste at specially licensed landfill site. Where rhizome is present beyond the boundary of the site vertical root barrier can be installed to prevent future ingress.

REDUCED LEVEL EXCAVATION and CAPPING



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

EXCAVATION and CELL-BURIAL



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

EXCAVATION and RELOCATION



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

EXCAVATION and CRUSH/SIFT



In some situations, knotweed can be excavated and subject to ground conditions encountered the soils containing knotweed rhizome passed through a sifter/crusher. The process smashes up and fragments the knotweed into very tiny pieces so that any growth which were to come from them (the pass-through spoil) would be weak and unsubstantial. Where there is suitable space onsite, and mainly in situations where fill and raising of levels is required the sifted knotweed spoil and be buried on site under compaction and capped with a specialist geo-synthetic membrane, with the sifting and capping both ensuring there is no recurrence of growth. Where rhizome is present beyond the boundary vertical root barriers can be installed.

REMEDIAL METHODS FOR AREAS NOT DUE FOR DISTURBANCE

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

HERBICIDE TREATMENT



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

4.2 MANAGEMENT ACTIVITIES

We have established activities for the planned Japanese knotweed remediation. These are detailed below:

Area	Description of Control Methods	To Be Carried Out By:
JK1-JK5	Instant Eradication Method (Excavation)	JK Ltd
JK1-JK5	Long Term Monitoring (Guarantee)	JK Ltd

4.3 DRAWING PLAN OF PROPOSED REMEDIAL WORKS

IMAGE 2: SITE PLAN OF PROPOSED SITE LAYOUT SHOWING REMEDIATION WORKS



KEY

- | | |
|--|--|
|  Subject Property/Site Boundary |  Knotweed burial area |
|  Knotweed stands to be excavated and capped |  7m Risk Zone * |

5 REMEDIATION UNDERTAKEN

This section of the report may be used to detail any remedial works undertaken. Works records (i.e. photos and waste records if applicable) in relation to these works will be provided in the appendix.

5.1 SUMMARY OF WORKS COMPLETED

To be inserted here on completion of works

5.2 METHOD OF WORKS

Please see the 'Pricing Notes and Method' footnotes on the accepted quote (Bill of Quantities), or separately supplied 'Risk Assessment and Method Statement' (RAMS) for the excavation works. For Methods in relation to herbicide works please see separately supplied 'Risk Assessment and Method Statement' (RAMS).

5.3 DRAWING SHOWING COMPLETED REMEDIAL WORKS

IMAGE 3: SITE PLAN OF PROPOSED SITE LAYOUT COMPLETED REMEDIATION WORKS

To be inserted here on completion of works

6 APPENDICES

6.1 APPENDIX 1 - GUARANTEES

COMPANY BACKED GUARANTEE

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

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

IMPORTANT NOTES

- Transferrable Guarantee (costs to re-assign)

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

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

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

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

GPI INSURANCE BACKED GUARANTEE

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

Important Note:

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

1. Japanese knotweed located in neighbouring property, within 7m of the client's site/property boundary, will need to be treated by us or others with an approved programme of herbicide applications.
2. If the site is (or will be) developed, then we will require the development works start and end dates (including soft and hard landscaping)
3. If the site is (or will be) developed, then we will require the proposed development plan
4. On development sites, which will be developed into multiple properties, a single Insurance Backed Guarantee (IBG) cannot be provided to cover more than one property.
5. On multi-property development sites, a separate monitoring programme will need to be instructed for each property which is to benefit from an IBG. An IBG insurance premium will need to be paid for each IBG.
6. The IBG will only apply to land which is within 7m of the surveyed Japanese knotweed area(s). On multi-property development sites, only properties which fall in or part within the 7m zone will be applicable for an IBG insurance application.

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

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

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

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

Transferring benefits of the guarantee:

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

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

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

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

GUARANTEE CERTIFICATE

Client: **Bowmer & Kirkland**

Property: **River Academy, Reading, RG1 8NA**

Contract No:

Treatment End Date: **DD/MM/YYYY**

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

Guarantee Period Ending: **To Be Advised**

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

TERMS OF GUARANTEE

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

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

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

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

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

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

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

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

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

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

Signature

Japanese Knotweed Ltd

Unit 13A Westlink, Belbins Business Park, Cupernham Lane, Romsey Hampshire, SO51 7JF
Tel: 0333 2414 413

Any questions or queries regarding this guarantee, please email guarantee@knotweed.co.uk

ADDENDUM TO GUARANTEE

Dear Sirs

River Academy, Reading, RG1 8NA ("the Property")
Japanese Knotweed Guarantee Certificate ("the Certificate")

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

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

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

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

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

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

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

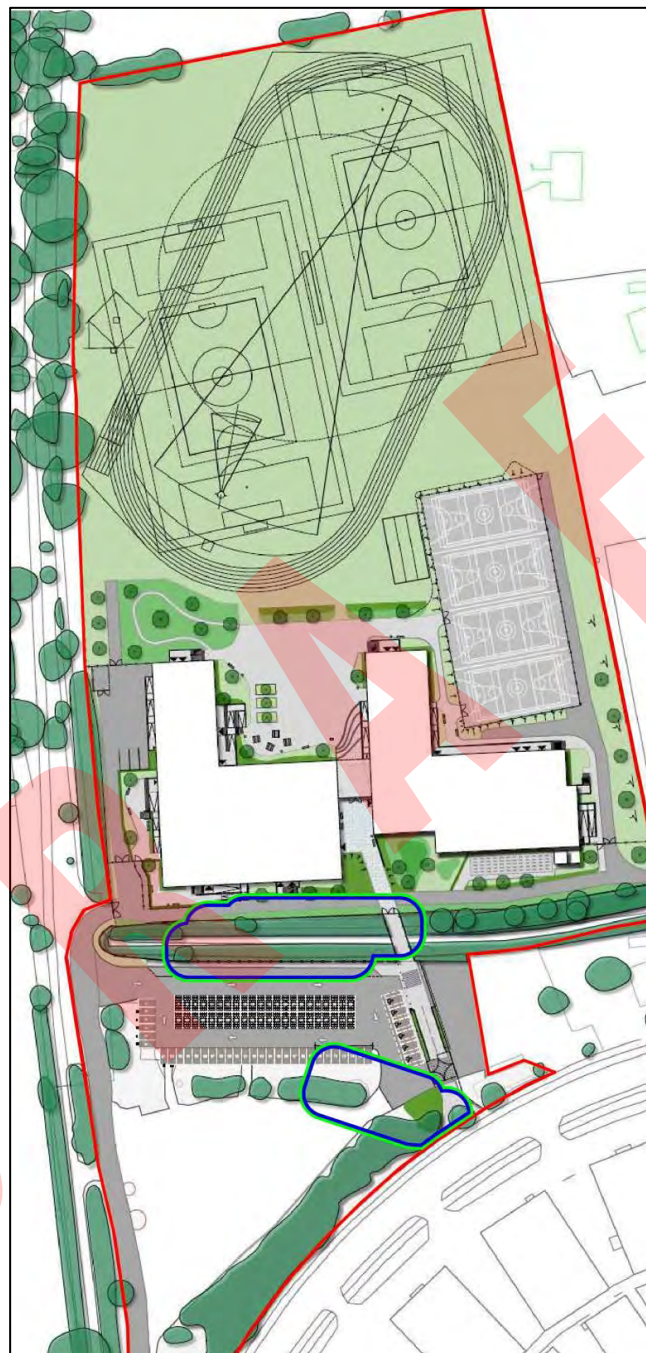
Japanese Knotweed Ltd

Unit 13A Westlink, Belbins Business Park
 Cupernham Lane, Romsey
 Hampshire, SO51 7JF

Tel: 0333 2414 413 | Email: guarantee@knotweed.co.uk

SITE PLAN SHOWING AREA COVERED BY GUARANTEE

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



KEY



Company Guarantee Areas*



Insurance Backed Guarantee (Treatment Areas)**

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

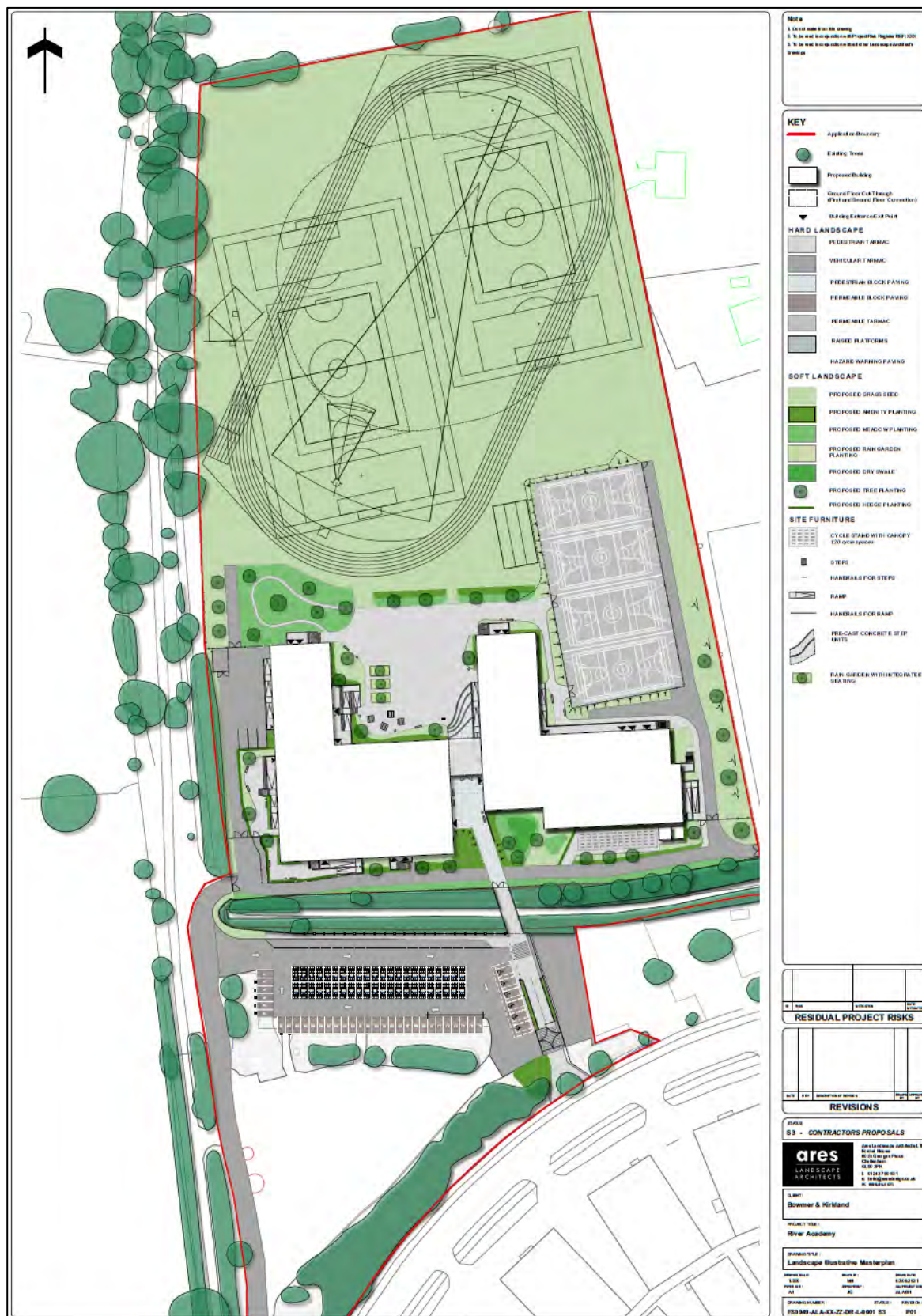
** Areas ('Treatment Area') within site or within each affected property which is insurable (Insurance Backed Guarantee) upon the back of the company guarantees.

6.1 APPENDIX 2 - RECORD OF SITE AND REMEDIAL WORKS

AERIAL PHOTOGRAPH OF CURRENT SITE



PROPOSED DEVELOPMENT PLAN FOR SITE



PRE-REMEDIATION - PHOTOGRAPHS OF JAPANESE KNOTWEED

Image 1: 2022.03.14 JKLE17598 ACCESS AND BUILDING



Image 2: 2022.03.14 JKLE17598 ACCESS PATH



Image 3: 2022.03.14 JKLE17598 BANK TO PITCH



Image 4: 2022.03.14 JKLE17598 BUDDLEIA TO OLD BUILDING



Image 5: 2022.03.14 JKLE17598 CENTRE PITCH



Image 6: 2022.03.14 JKLE17598 COW LANE



Image 7: 2022.03.14 JKLE17598 HEMLOCK



Image 8: 2022.03.14 JKLE17598 HEMLOCK COW LANE



Image 9: 2022.03.14 JKLE17598 HEMLOCK



Image 10: 2022.03.14 JKLE17598 HEMLOCK



Image 11: 2022.03.14 JKLE17598 HEMLOCK



Image 12: 2022.03.14 JKLE17598 HEMLOCK



Image 13: 2022.03.14 JKLE17598 HEMLOCK



Image 14: 2022.03.14 JKLE17598 HEMLOCK



Image 15: 2022.03.14 JKLE17598 HEMLOCK



Image 16: 2022.03.14 JKLE17598 HEMLOCK



Image 17: 2022.03.14 JKLE17598 JK1



Image 18: 2022.03.14 JKLE17598 HEMLOCK



Image 19: 2022.03.14 JKLE17598 JK1



Image 20: 2022.03.14 JKLE17598 JK1



Image 21: 2022.03.14 JKLE17598 JK2



Image 22: 2022.03.14 JKLE17598 JK2



Image 23: 2022.03.14 JKLE17598 JK2



Image 24: 2022.03.14 JKLE17598 JK2



Image 25: 2022.03.14 JKLE17598 JK3



Image 26: 2022.03.14 JKLE17598 JK3



Image 27: 2022.03.14 JKLE17598 JK4



Image 28: 2022.03.14 JKLE17598 JK4



Image 29: 2022.03.14 JKLE17598 JK4



Image 30: 2022.03.14 JKLE17598 OLD BUILDING



Image 31: 2022.03.14 JKLE17598 JK5



Image 32: 2022.03.14 JKLE17598 MAIN SITE AND BUILDING



Image 33: 2022.03.14 JKLE17598 MOUND HEMLOCK



Image 34: 2022.03.14 JKLE17598 MOUND HEMLOCK



Image 35: 2022.03.14 JKLE17598 OLD BUILDING



Image 36: 2022.03.14 JKLE17598 RUSSIAN VINE



DURING AND POST REMEDIATION – PHOTOGRAPHS

To be inserted here on completion of works

SITE VISIT RECORDS (Monitoring) - Herbicide (Pesticide) Application Records

To be inserted here on completion of works

SITE WASTE TRACKING RECORD

To be inserted here on completion of works

WASTE TRANSFER NOTES

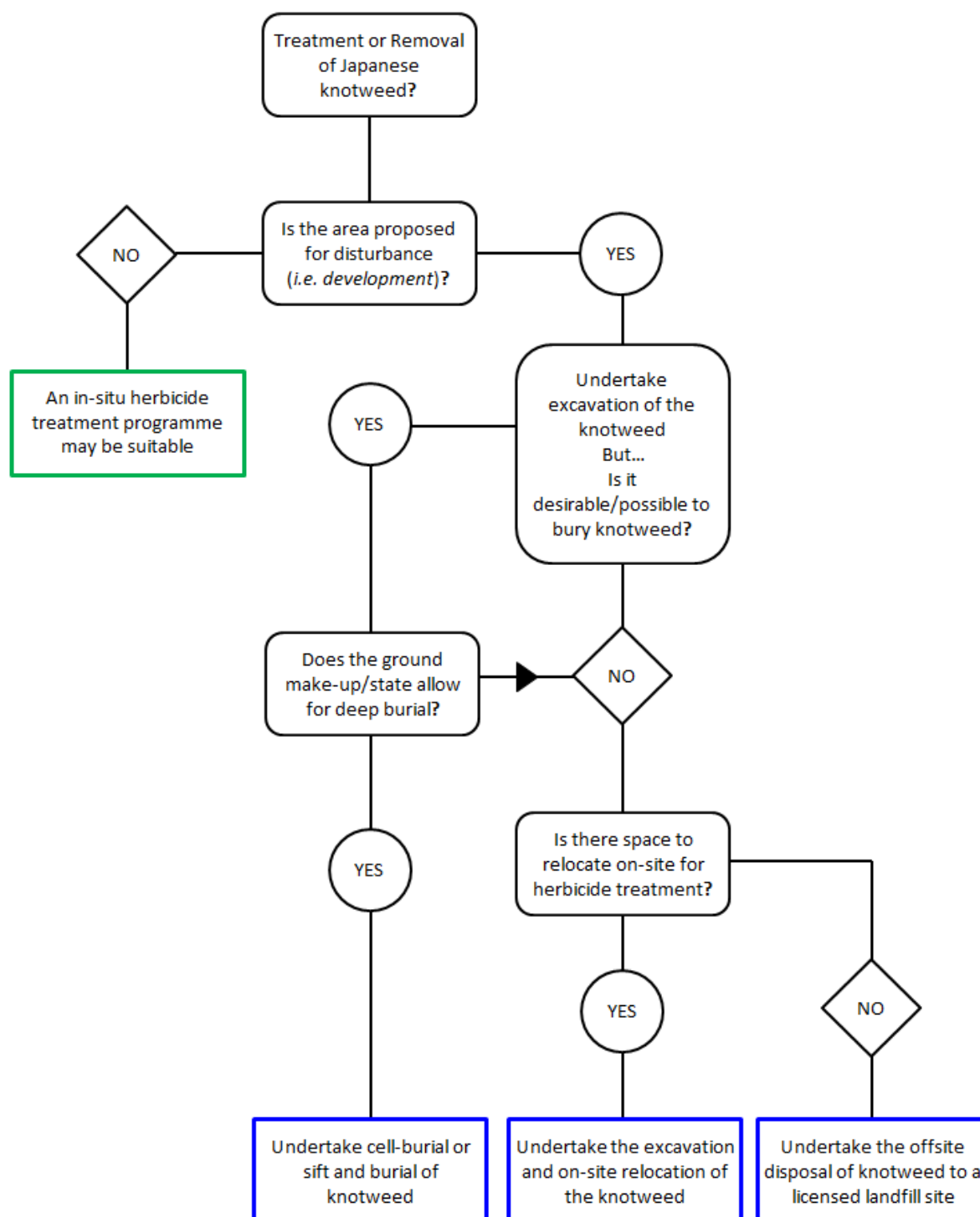
To be inserted here on completion of works

WEIGHBRIDGE TICKETS

To be inserted here on completion of works

6.2 APPENDIX 3 - REMEDIATION STRATEGIES

The following chart provides a simple representation of the decision process required in selecting the appropriate Japanese knotweed remediation method(s) that could be deployed on a site:



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

FULL EXCAVATION and DISPOSAL AT LANDFILL

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

- ✓ No restrictions left on
- ✓ Work can continue immediately after removal
- ✗ Can be more expensive than other solutions

REDUCED LEVEL EXCAVATION and CAPPING

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

- ✓ Limited restrictions left on site
- ✓ Work can continue immediately after removal
- ✗ Can be more expensive than other solutions

CELL-BURIAL

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

- ✓ Normally cheaper than landfill disposal of waste
- ✓ Land Remediation Tax Relief
- ✗ Requires significant space to allow for deep burial
- ✗ Location to be recorded in property records

DIG AND RELOCATION

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

- ✓ Relatively Cost effective
- ✓ Fully removes the knotweed from the critical area
- ✗ Requires significant space to relocate spoils
- ✗ Restricted future use of the relocation area

DIG AND SIFT

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



Moderately cost effective



Land Remediation Tax Relief



Restrictions remain on site



Location to be recorded in property records

WATCHING BRIEF (SUPERVISION)

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

ROOT BARRIER CONTROL

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

HERBICIDE TREATMENT PROGRAMME

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



Cost effective



Quick control of the plant



Takes 2-5 years of treatment to stop growth



Severely restricted use of the treatment area



Does not remove the rhizome from the site

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

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

JAPANESE KNOTWEED IMPACT ON DEVELOPMENT OBJECTIVES

SITE VEGETATION STRIP/CLEARANCE

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

DEMOLITION

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

FORMATION LEVEL EXCAVATIONS

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

BUILDING FOUNDATION EXCAVATIONS

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

MATERIAL MOVEMENTS AND WASTE

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

IMPACTS ON PROPOSED END USE

STRUCTURAL RISK

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

PLOT SALEABILITY

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

CONTAMINATION

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

RE-INFESTATION

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

6.4 APPENDIX 5 – KNOTWEED AND THE LAW

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

THE WILDLIFE AND COUNTRYSIDE ACT 1981

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

ENVIRONMENTAL PROTECTION ACT 1981 AND DUTY OF CARE REGULATIONS 1991

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

ENCROACHMENT

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

PRIVATE NUISANCE

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

MISREPRESENTATION

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

PROFESSIONAL NEGLIGENCE

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

6.5 APPENDIX 6 – EXPERIENCE AND QUALIFICATIONS

CONTRACTOR (KNOTWEED SPECIALIST)

Japanese Knotweed Ltd is a private limited company solely dedicated to the trade of Japanese knotweed Survey, Management, Treatment and Removal. Working for:

- Construction and Developers
- Housing Associations
- Local Authorities
- Commercial Companies
- Private Individuals

TRADE AFFILIATION: PROPERTY CARE ASSOCIATION – INVASIVE WEED CONTROL GROUP



Japanese Knotweed Ltd is an affiliated member of the Property Care Association (PCA) Invasive Weed Control Group (IWCG). Why was there a need for the PCA IWCG?

- National bodies such as the Royal Institute of Chartered Surveyors (RICS) and the Council of Mortgage Lenders needed to be able to refer customers to trusted/regulated invasive weed contractors.
- RICS selected PCA as a recognised professional trade association capable of hosting a trade body for the invasive weed industry.
- PCA are an independent association not run by other invasive weed industry contractors.
- PCA IWCG members have undergone a rigorous pre-qualification criterion to become affiliated
- Membership criteria set and established democratically by those who worked with the PCA to establish the group. These are publicly available and can be seen and reviewed by anyone – including clients.
- PCA IWCG members will undertake professional trustworthy site surveys and investigations delivering peace of mind through detailed investigation and correct diagnosis.
- PCA IWCG members provide these services with trained, experienced, vetted, and qualified surveyors and inspectors.
- PCA IWCG members can complete highly specialised remediation treatments, effectively, efficiently, and safely, using skilled experienced site operatives
- PCA IWCG members continue to be the only companies in the invasive weed industry that can provide consumers with access to Financial Conduct Authority (FCA) approved insurance products. These products include insured guarantees, insurance against structural defects caused by a reoccurrence of Japanese knotweed and protection for money paid in advance. These highly cost-effective products continue to be developed to meet the needs of industry.
- The adoption of Codes of Ethics and Codes of Practice that are enforced by the members of the Association by a fully employed Executive.
- The establishment of a published disciplinary process that is used to ensure members who fail to meet standards can be disciplined or removed from the Association.
- An independent audited complaints management and mediation service designed to assist clients.
- The creation of operating standards that exceeds the Governments TrustMark standards, confirmed with annual audits. As such, all PCA contractor members automatically become accredited by the TrustMark scheme.
- PCA is ISO 9001 accredited to ensure published operating standards are maintained.
- PCA provides support services to members that include Health and Safety, Human Resources etc.

6.6 APPENDIX 7 – HEALTH AND SAFETY, INSURANCE, AFFILIATIONS

HEALTH & SAFETY REGULATIONS AND LEGISLATION COMPLIANCE

Japanese Knotweed Ltd is fully compliant with the relevant Health and Safety regulations. As a business, we know our number one asset is our staff and therefore pride ourselves in aiming to have the most appropriately trained employees in the industry.

This starts with an in-depth induction and carries on through their employment/career, with a phased process of taking new employees through our internal training plans until they are at the level we expect for each job role.

The commitment then is to periodically refresh skills and introduce new training and development initiatives; ensuring that the company can be safe in the knowledge, that the staff they send to our customers premises, will have all the necessary internal and external training to supply our high levels of customer service.

To support this, as the staff develop so does the company and therefore the company rewards its employees each time certain levels or training are attained.

Table 1: Japanese Knotweed Ltd Staff training matrix

Occupation	Leadership				First Aid	CITB			Training for Equipment								Specific Workplace Hazards						
	CITB Directors Safety	IOSH	SSSTS	Supervisory Skills	Emergency First Aid	ROLO	Touch Screen Test	CSCS Card	CPCS Card	Agrasive Wheels	Dumper Plant	Excavator Plant	Access Plant	Brush Cutter	CAT & Genny	Harness and Fall Arrest	Work at Height	Lone Working	Driving Awareness	Manual Handling	Banksmen Signaller	Asbestos Awareness	
Director	✓	✓				✓	✓	✓											✓				
Manager		✓	✓		✓	✓	✓	✓										✓	✓			✓	
Supervisor			✓	✓	✓	✓	✓	✓	✓	✓		✓			✓		✓	✓	✓	✓	✓	✓	
Excavation Operative					✓	✓	✓	✓	✓	✓	✓						✓	✓	✓	✓		✓	
	Legend																						
		Not Required																					
		Optional																					

TECHNICAL AND SAFETY QUALIFICATIONS

Japanese knotweed Ltd has been trading since 2010 within the invasive weeds control sector, specialising in the remediation of Japanese knotweed and other invasive non-native plant species. The company structures itself around the two disciplines of remediation it undertakes; (1) herbicide control and (2) excavation.

SURVEYING

The company's surveyors are PCA Certified Surveyors in Japanese knotweed (CSJK) qualified, ensuring they are able to accurately identify knotweed, establish the risks it presents and assess feasible remediation solutions. Once a site survey is undertaken it is returned either to our herbicide sales team or excavation estimating team to provide a report and remediation quotation to the client. These teams study the survey findings and assess these in relation to any change of use proposals for the site to offer the optimum remedial method(s) to the client.

HERBICIDE OPERATIONS

The companies Area Technicians undertake herbicide application works and are 'NPTC PA1/PA6/PA6AW', 'PCA Qualified Technician in Japanese knotweed', Brushcutter and Lanyard and Harness trained as a minimum.

Herbicide works are undertaken to ensure maximum damage to the target plant while avoiding damage to any non-target plants. Folia Spraying, Stem Injection and Leaf wiping are all methods of treatment undertaken to treat invasive plants.

The company employs a BASIS registered advisor, and the company is looking to become BASIS and Amenity Assured accredited in 2020.

EXCAVATION OPERATIONS

The company's excavation operatives are CSCS, CPCS, SSSTS, CAT & GENNY, NPTC PA1/PA6/PA6AW, and 'PCA Qualified Technician in Japanese knotweed', certified as a minimum. They are also Asbestos Awareness trained. Excavation works are undertaken using expert identification of the target plant material above and below ground.

This ensures that only the target plant is excavated and is fully excavated to remove all plant and root, rhizome, tuber and corm (as applicable) material in accordance with the planned method of works. Remedial methods are used in accordance to their suitability in relation to the site and current and proposed use for the site.

Excavation remediation methodologies include; full or part excavation, with waste either disposed off-site at landfill (as controlled waste) or sustainably on site as either a burial or relocation.

OUR INSURANCE

EMPLOYERS LIABILITY INSURANCE

Japanese Knotweed Ltd holds Employers Liability Insurance
Limit of Indemnity: £10,000,000

PUBLIC AND PRODUCT LIABILITY INSURANCE

Japanese Knotweed Ltd holds Public and Product Liability Insurance
Limit of Indemnity: £10,000,000

PROFESSIONAL INDEMNITY INSURANCE

Japanese Knotweed Ltd holds Professional Indemnity Insurance, which has been checked to ensure it covers advice given on Japanese knotweed.
Limit of Indemnity: £1,000,000

HIRE IN PLANT

Japanese Knotweed Ltd holds Hired-In Plant Liability Insurance.
Limit of Indemnity: £150,000

OUR AFFILIATIONS



PROPERTY CARE ASSOCIATION (PCA) INVASIVE WEED CONTROL GROUP

This provides consumers with a means of identifying specialist vetted contractors and consultants who can undertake invasive weed control services. Affiliation enables contractors to provide Insurance Backed Guarantees. Accreditation to this scheme demonstrates our professionalism in the industry of invasive weed management, treatment and removal.



TRUSTMARK

TrustMark is the only Government endorsed scheme for trades in and around the home. They accredit firms after thorough vetting and on-site inspections to ensure the firm is raising industry standards. This accreditation gives customers reassurance of quality and protection from rogue traders.



BUILDER'S PROFILE

Used by companies such as Balfour Beatty and Wates Group, Builder's Profile is the open-access Common Database service providing compliance and PQQ (pre-qualification questionnaire) information to the construction industry. For main contractors and clients, it provides all the information, documents and tools required to manage a supply chain no matter how large or small.



SAFECONTRACTOR

The SafeContractor scheme provides a health and safety audit service for contractors who want to reassure their clients that health and safety is being handled correctly and sufficiently on their sites. Accreditation to this scheme demonstrates our proficiency to Public, Company, Employer and Employee Health and Safety.



CHAS (THE CONTRACTORS HEALTH AND SAFETY ASSESSMENT SCHEME)

Japanese Knotweed Ltd are registered contractors to the CHAS Government backed andSSIP Health and Safety scheme. Accreditation to this scheme demonstrates our proficiency to Public, Company, Employer and Employee Health and Safety.



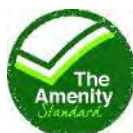
CONSTRUCTIONLINE

As 'Gold Members' we can demonstrate a 'high professional standard' to our clients. We are verified against an extended PQQ (covering Environmental Management, Equalities and Diversity, and Quality Management, and ensuring legislative compliance), and possess a valid SSIP certificate.



RISQS (RAILWAY INDUSTRY SUPPLIER QUALIFICATION SCHEME)

RISQS qualifies suppliers for all products and services that are procured by the industry. RISQS supports Network Rail, LUL/Transport for London, passenger, light rail and freight train operators, rolling stock organisations, main infrastructure contractors and other rail products and service providers in the management of supply chain risk. RISQS is an independent, third party qualification assessment of a supplier's capability to supply products and services.



THE AMENITY STANDARD

Organisations that promote the Amenity Standard logo show that they have a "licence to practice" and you can have confidence that work undertaken is to best practice standards and fully meet the legal requirements.



SUPPLY CHAIN SUSTAINABILITY SCHOOL

The School is an award-winning industry-wide collaboration, led by their Partners and Members whose Vision for the School is to be "A world-class collaboration to enable a sustainable built environment".

JAPANESE KNOTWEED™ TO BE IGNORED

SURVEY

TREATMENT

REMOVAL

GUARANTEE

Japanese Knotweed Ltd is the UK's trusted invasive weed removal company for providing surveys, treatment and removal services for Japanese knotweed and other invasive weeds.

We are a private limited company, working throughout England, Wales, and Scotland for all types of customers, including construction, developers, facilities management, housing associations, local authorities, property maintenance and private property owners.



DO YOU have Japanese knotweed on your site or property?

ARE YOU looking for tailor-made, efficient knotweed remediation options?

CONTACT US **0333 241 4413**
contact@knotweed.co.uk

“ Very professional and they dealt with our Japanese knotweed in a timely, practical and affordable manner.
- Christopher Hill, Taylor Wimpey West London Ltd ”



★ Trustpilot



www.japaneseknotweed.co.uk

6.7 APPENDIX 8 - REFERENCES

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