

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

To: LIDL

Site: Proposed new LIDL, Mitchells Way, Wombwell, Barnsley, S73 8HR

For:

Works to Commence the Control and  
Eradication of Japanese Knotweed

## **SURVEY &** **RECOMMENDATIONS**

Prepared by:



Japanese Knotweed Solutions Ltd

*Intellectual property rights remain with  
JKS Ltd unless written approval granted*

PROJECT SURVEYOR	Alexander Dayes
AUTHORISED BY	<b>MIKE CLOUGH (JKSL)</b>
DATE	12.08.2015

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## Table of Contents

<b>REPORT SUMMARY</b> .....	4
<b>INTRODUCTION</b> .....	5
<b>SURVEY RESULTS</b> .....	6
<b>SITE PHOTOGRAPHS</b> .....	8
<b>JAPANESE KNOTWEED</b> .....	9
<b>LEGAL STATUS</b> .....	10
<b>CONTROL METHODS</b> .....	11
Direct Injection.....	11
Excavation and Relocation.....	12
Root Barrier.....	12
MeshTech.....	13
<b>QUOTATION</b> .....	14
Full recommended treatment programme.....	14
Initial chemical treatment, mechanical excavation, installation of vertical root barrier and ongoing monitoring and re-application of herbicide over 5 years.....	14
<b>Further Warranty Information</b> .....	15
<b>OUTLINE OF WORKS</b> .....	17
Introduction.....	17
Planning.....	17
Site Security.....	18
<b>Phase 1</b> .....	18
Inspections.....	18
Spraying.....	19
<b>Phase 2</b> .....	20
Excavation of Root System (Rhizome).....	20
Environmental issues.....	20
Machinery Security.....	20
Deliveries.....	21
Preparation.....	21
Excavation of Root System (Rhizome).....	21
Transferral of Waste to Loading Area/Skip.....	22
Removal from site.....	23
Decontamination of machinery.....	23
Root Barrier.....	23
Transferral of Geotextile.....	23
Preparation of Geotextile.....	24
Welding of Geotextile.....	24
Backfilling.....	24
<b>Phase 3</b> .....	24

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

Re-Spray .....	24
Monitor Re-growth.....	25
<b>SUSTAINABILITY POLICY</b> .....	26
Principles.....	26
Practical steps.....	26
Working practices and advice to clients .....	28
<b>ENVIRONMENTAL POLICY</b> .....	29
<b>SCHEDULE OF TERMS OF CONTRACT</b> .....	30
Terms of Contract.....	30

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **REPORT SUMMARY**

Our recommendation for eradication is to apply the initial application of herbicide via direct chemical infestation and traditional knapsack sprayer within the next 4-6 weeks in order to capitalise on the most effective treatment window.

An exploratory excavation will then take place to determine the full extent of the plants rhizome system within the site boundary. All materials containing rhizomes within the boundary will then be removed from site to landfill. A vertical root barrier should then be installed along the boundary in order to prevent the plant from migrating back into the site.

The infestation will then be monitored and herbicide re-applied to any re-growth recorded over a 5 year warranty period.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## INTRODUCTION

This proposal has been developed to qualify the methods and associated costs for works to assist LIDL in the process of control and eventual eradication of Japanese Knotweed from the proposed site known as Mitchells Way.

Japanese Knotweed is a particularly virile and aggressive weed, which propagates through root and rhizome systems. It has the ability to establish growth from very small quantities of this material and therefore all processes of control and eradication must take account of this ability.

Survey work was carried out by JKSL in August 2015 to identify and document the extent of infestation on the site. The results of this survey work qualified that infestation is well established in the area amounting to some 500 square metres, this figure includes the 7m area recommended by the Environment Agency as appropriate to ensuring roots and rhizome areas are taken into consideration.

A number of alternative approaches have been considered for the control of Japanese Knotweed on this site. Discussion with Gary Rafferty of LIDL has resulted in the recommendation for works as detailed in this proposal.

The extent of Japanese Knotweed infestation in the UK is considerable and there are a number of Government and other agencies involved in the development of best practices for the control and eradication of the weed. The Wildlife and Countryside Act 1981 made it illegal to spread the weed and the Environmental Protection Act 1990 classed the discarded material and associated soil as 'controlled waste'.

JKSL has used its understanding of the current legislation and the recommended best practice in developing this proposal and continue to evolve our methods and recommendations to clients in line with current understanding of the problem.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **SURVEY RESULTS**

JKSL surveyed the site known as Mitchells Way in Wombwell near Barnsley. The survey work was conducted by Alexander Dayes on 11.08.2015. The results are documented below and should be read in conjunction with drawing JK15-1362-01 and JK15-1362-02.

- The site currently appears to be an unused field and is not open to access by the general public although access could easily be obtained from the road. There is a small cut through track running in-between the two Japanese Knotweed stands in the North which looks fairly well used.
- JKSL surveyed all areas highlighted on the development footprint drawing. It is JKSL standard practice to survey a 15 meter buffer zone around the site – no Japanese knotweed was recorded apart from Area A in the North.
- Stands of Japanese Knotweed were noted and measured across the area and are shown on the drawing in green. These amount to some 58 sq metres. The stand recorded is reasonably mature and appears to be in good health.
- Applying the Environment Agencies recommendations of a 7 metre extended boundary around existing growth to include for roots/rhizome spread then the area of Japanese Knotweed infestation in the area is estimated to be in the region of 500 sq metres.
- The plant species, maturity, soil medium, location, general microclimate and other environmental conditions were individually assessed by our surveyor before the recommendations in this report were constructed.
- Due to the location of the concrete culvert behind the Japanese Knotweed infestation and the surrounding trees/large vegetation off site which we assume are to be retained we are restricted to only using a Glyphosate based herbicide. The characteristics of this herbicide dictate that eradication can take between 3 – 5 years hence the 5 year warranty product we have allowed for within our quotation.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

- The herbicide will be applied via direct chemical infestation and traditional knapsack sprayer in order to achieve the best possible results. The initial application should be made ASAP/within the next 6-8 weeks in order to capitalise on the most effective treatment window and to also avoid missing the 2015 treatment window altogether.
- As we will be administering herbicide within 1m of the culvert we will apply for a Water Quality Management Application (WQM1) from the Environment Agency. This application will be made on an annual basis until the end of the treatment programme. We will inject the areas next to the culvert to reduce chemical drift into the watercourse.
- The infestation recorded is 1m away from the field boundary fence along the northern boundary and 2m away on the eastern boundary. It is therefore possible that the plants rhizome system extends into the boundary of the site. Due to the proposed landscaping scheme and position of the substation I would recommend that an exploratory excavation is undertaken to determine the full extent of the rhizome system within the site boundary. Should rhizomes be found within the site, then due to the predicted small quantities predicted these should then be removed from site. A vertical root barrier will then be installed along the boundary of the site in order to prevent it from migrating back into the site.
- Alternative mechanical remediation options are available such as (but not limited to), the bund methodology, burial onsite and mechanical screening. However due to the small volumes of materials likely to be affected removal from site has been deemed the simplest and most cost effective route on this occasion.
- We understand that the site is to be developed in the near future and would strongly recommend that the works are implemented before this.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## SITE PHOTOGRAPHS



Concrete culvert



# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## JAPANESE KNOTWEED

Japanese knotweed, a rhizomatous perennial was introduced from Asia to Europe in the mid-nineteenth century as an ornamental and fodder plant. It is an impressive species which grows to a height of 2-3 metres, with bamboo like stems, arching branches and clusters of creamy white flowers appearing late in the season. The orange to brown coloured, woody, dead stems persist erect throughout the winter and new shoots, produced from the extensive rhizome system, grow up amongst these the following spring to form dense thickets. The dead stems and leaf litter decompose very slowly and form a deep organic layer, which prevents native seeds from germinating. Once present at a site, Japanese knotweed increases in area very rapidly and soon forms monoculture stands.

Reproduction is primarily by vegetative regeneration of rhizomes and fresh stems. The rhizome system may extend from a parent plant up to 7 meters laterally and to a depth of 4 metres. Very small fragments of rhizome (as little as 0.7 gram) give rise to new plants. Fresh stems produce shoots and roots when buried in a soil medium or floated in water. Stems in water may produce viable plants within 6 days.

Japanese knotweed thrives on disturbance and has been spread by both natural means and by human activity. In riparian areas, high water flows disperse fragments of the plant downstream where new colonies form. In the past, fly tipping and transportation of soil containing rhizome fragments have been a major cause of spread, particularly in the urban environment.



***A riparian invasion along the River Irwell - Radcliffe, Manchester***

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## LEGAL STATUS

Any excavated soils containing Japanese knotweed which is not scheduled to be dealt with appropriately on site must be disposed of at a licensed landfill site. It cannot be reused in further construction or landscaping without the appropriate remediation works being implemented beforehand. When disposing of contaminated soil it is essential that the landfill operator is made aware of the presence of Knotweed and that the soil is not used for landscaping or restoration works at the tip site. To ensure safe disposal contaminated soils must be buried to a depth of at least 5 metres. Section 34 of the Environment Protection Act 1990 places a duty of care on all waste producers that to ensure that any wastes are disposed of safely and that a written description of the wastes, and any specific harmful properties, is provided to the site operator.

For further information regarding Waste Regulations, contact the Environment Agency.

In 1981, the Wildlife and Countryside Act made it illegal to spread Japanese Knotweed. Waste regulations that resulted from The 1990 Environmental Protection Act classed discarded Japanese Knotweed material, or soil contaminated with rhizome, as 'controlled waste' to which the Duty of Care applies. Soil containing rhizome material can be regarded as contaminated and, if taken off a site, must be disposed of at a suitably licensed landfill site, buried to a depth of at least 5 m.

***For further information regarding Waste Regulations, contact the Environment Agency.***

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## CONTROL METHODS

Japanese Knotweed Solutions have a broad experience in the various methods of eradication available to clients on a range of differing sites. We currently work directly for the Environment Agency on flood alleviation schemes across the country and employ the methods detailed below in a range of combinations for house builders, construction companies and land remediation firms.

All of our staff are fully trained and conduct all of our work without the use of sub-contractors, allowing us to maintain the high standards necessary when dealing with a contaminant of this nature.

### Direct Injection

Japanese Knotweed Solutions have incorporated the use of Direct Chemical Injection to various projects where timescales or site conditions dictate its use. In certain circumstances it may be pertinent to conduct chemical application by process of a knapsack sprayer. Following a full site survey Japanese Knotweed Solutions will identify areas for chemical injection and those to receive spray application.



# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## Excavation and Relocation

Due to the constraints of time, it is a common method on a large number of projects to excavate and relocate the contaminated material to an on-site waste management area or burial in a heat welded geo-textile cell. Our staff have a considerable amount of experience in the excavation of Japanese Knotweed rhizome and work strictly to methods onsite, to avoid cross-contamination during these processes. Our latest developments use technologies adopted by Landfill sites for the safe encapsulation of contaminated material. Our root barrier summary below, outlines our methods of secure heat welding using various available membranes for a range of different applications.



## Root Barrier

With the use of wedge welding machinery we can securely fix geotextile material to a limitless size within contaminated areas. Where necessary these root barriers can be secured to physical structures, thus giving an impenetrable barrier to prevent growth compromising structures and hard-standings.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## MeshTech



Research carried out by Dr Eric Donnelly (R and D Dept. Japanese Knotweed Solutions Ltd) has proved that Japanese Knotweed can be encouraged to kill itself.

Our new method, MeshTech has been developed which encourages Japanese Knotweed to grow through a surface applied mesh; the height and size of the mesh being determined by the age of the plant and the height of the first nodule.



Once growth has occurred through the mesh, damage occurs to the stem via a series of processes including hydrostatic pressure, wind rock and physical damage caused by friction.

The result is that the stems are severed and fall over; lying on the surface of the mesh. The plants immediate response to this is to send another shoot, then another, then another and so on; all of which are severed and fall.



Stems caught on the surface of the mesh will dry out and die and will not cause any risk of cross contamination.

The result of this continued unfulfilled growth is the rapid depletion of the plants energy stores beneath the ground. Once the plants energy stores have been fully exhausted the plant will die. This will typically take three to five years after initial application of the mesh.

Added benefits include embankment retention and reduction in rhizome cross contamination as well as the obvious benefit of being a non chemical solution and the potential re-use of the mesh on future projects.



# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## QUOTATION

### Full recommended treatment programme

**Initial chemical treatment, mechanical excavation, installation of vertical root barrier and ongoing monitoring and re-application of herbicide over 5 years**



## QUOTE

Japanese Knotweed Solutions Ltd.  
Itadori House  
Melton Street  
Radcliffe  
Manchester  
M26 4BR

tel +44 (0)161 723 2000  
fax +44 (0)161 723 2001

LIDL  
Moordale Road, off Millennium Way  
Newton Aycliffe  
DL5 6BA  
County Durham  
UK

DATE	PAGE	VALID DATE	QUOTE NUMBER
12-08-2015	1 / 1	11-09-2015	43877

Product Name	Description	Quantity	Rate	Total
Liaison With The Environment Agency	Fixed Price per Liaison with EA or SEPA to obtain WQM1 approval for the use of herbicides within 5 metres of a watercourse.	1.0	£165.00	£165.00
Initial Treatment - Non Residual Chemical Spray - Single Application	Spray all areas of Japanese Knotweed with non-residual herbicide. Maximum total area is 100sqm.	1.0	£380.00	£380.00
Removal of inert material to Licensed Landfill	Fixed price for the excvation and off- site disposal of Japanese Knotweed within the site boundary, including all plant, labour and materials.	1.0	£3,980.00	£3,980.00
5 Year Warranty	Also includes the installation of a vertical root barrier along the boundary of the site. Site monitoring - written report issued following site visit. Any additional in- situ chemical treatment works as required to eradicate Japanese Knotweed. No cover is allowed for any costs relating to damage to hard surfaces, structures (unless specified by ourselves), or any relocation costs. NB: this warranty covers any additional chemical treatment re- visits necessary, which typically consists of 3 visits year 1, 2 visits in years 2 & 3 and a single visit in years 4 and 5. However due to external factors outside of our control (weather conditions/ growth patterns) timing and number of visits cannot be specified. The situation will be reviewed upon the final visit and if required, further applications advised.	1.0	£2,950.00	£2,950.00

<b>Sub Total</b>	<b>7,475.00</b>
<b>Tax</b>	<b>1,495.00</b>
<b>Grand Total</b>	<b>8,970.00</b>

Description

This quotation is for the initial chemical treatment, mechanical exploration works, removal from site, installation of a vertical root barrier and 5 year monitoring and reapplication of herbicide as per the proposal document.

Terms & Conditions

This quote is valid for 30 days from the date of issue. Standard JKSL terms and conditions apply (Please refer to attached documentation).

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## Further Warranty Information



### Warranties offered by Japanese Knotweed Solutions

A warranty ensures that your site is protected and regularly checked and treated by qualified spraying operatives.

This is essential for the on-going safety of your site. Failure to instigate regular checks may result in re-growth which ultimately could be prohibitively expensive to correct at a later time.

Japanese Knotweed Solutions strongly recommend that you take out a 12 month warranty as a **minimum safeguard**.

#### A 12 month warranty will include the following:

Site monitoring on a quarterly basis – written report issued following each site visit  
Any additional 'in situ' chemical treatment works as required to eradicate Japanese Knotweed.  
No cover is allowed for any costs relating to damage to hard surfaces, structures or any relocation costs.

#### JKSL 5 year non-insurance backed warranty will include the following:

##### First 12 months:

Site monitoring on a quarterly basis – written report issued following each site visit

##### Remaining 4 years:

Annual re-visit and written report issued for an additional 4 year period.

Any additional 'in situ' chemical treatment works as required to eradicate Japanese Knotweed.  
No cover is allowed for any costs relating to damage to hard surfaces, structures or any relocation costs.

#### JKSL 10 year non-insurance backed warranty will include the following:

##### First 12 months:

Site monitoring on a quarterly basis – written report issued following each site visit

##### Remaining 9 years:

Annual re-visit and written report issued for an additional 9 year period

Any additional 'in situ' chemical treatment works as required to eradicate Japanese Knotweed.  
No cover is allowed for any costs relating to damage to hard surfaces, structures or any relocation costs.

### Insurance Backed Warranties

Insurance backed warranties include the same operations as the standard warranties but will be backed by a performance bond. This can be set up for contracts of greater than £5000. The bond is designed to guarantee our performance of our contract agreement to you (ie to eradicate the weed, carry out annual site inspection visits and eradicate any re-growth of the weed. This does not cover new unassociated growth. In the event that we default upon our agreement, the beneficiary will be able to make a claim against the bond.

- ➔ The value of the bond provided will be 10% of the contract value. This cover will be an aggregate amount for the entire 5 year period of the bond to cover the site address you request the bond to apply to.

# Japanese Knotweed Solutions Ltd

## WORKING ON BEHALF OF LIDL

- The bonds are issued in 5 year contracts but due to the current financial climate, this had recently been amended so that it is issued in 3 stages. You will receive an initial bond for 3 years followed by a bond for 1 year then another bond for 1 year. It will automatically be renewed for you and the bond issued.
- If a 10 year bond is required this will be made up of a 3 year bond followed by an annual renewal for the remaining 7 years.
- The beneficiary of the bond will be the employer of our contract.
- If an additional beneficiary/ies are required, this must be made clear prior to application.
- Where more than one beneficiary is required on a bond, the standard 5 years aggregate bond value (ie 10% of the contract value) will be available to be claimed in full or part by any of the beneficiaries without any pre-arranged apportionment to each.
- Amendments to the bond (change or addition of beneficiary) after issue will be subject to an additional charge and are subject to authorisation.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **OUTLINE OF WORKS**

### **Introduction**

JKSL has assessed the intended development of the site from the plans and drawings provided by LIDL. These plans indicate the intent for excavation across the site, which could reasonably be expected to distribute Japanese Knotweed and root rhizome material more broadly across the site exacerbating the infestation problem. At the time of writing this document it was not clear whether there would be a net gain or loss of material from site but it must be noted that soil contaminated with Japanese Knotweed must be removed in a controlled manner and only taken to appropriately licensed tipping sites.

From the site survey it has been noted that the site is adjacent to an open watercourse this therefore highlights the need to inform the Environment Agency for chemical permissions near a watercourse.

After clearing of old growth the areas to be treated would be separately marked to identify where the differing herbicide spraying is required as marked on the plan drawing.

### **Planning**

JKSL resource is scheduled to meet the need of the various activities detailed below. Due to the dictates of the growth pattern of the weed and it's subjectivity to weather and ground conditions we cannot be specific about the date for commencement of works or the elapse time to complete each activity. Fortunately the discrete activities can be separated out and each element prioritised and scheduled to ensure JKSL resource can be mobilised at the correct time when conditions are most suitable to optimise success.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **Site Security**

The site has an extensive boundary, which is securely fenced. The spraying works must be fenced from access within the site and the necessary warning signs put in place.

### **Phase 1**

*Start Date: August/September 2015*

*Duration: 1 day*

#### *Knotweed Infestation Boundaries*

JKSL proposes to identify the area of work activity with a series of high visibility marker poles. These will be moved as necessary to ensure that areas currently involved in direct work are discretely identified and where necessary the appropriate cautionary and/or warning signage will be used. This is particularly pertinent to the spraying activity. Additional appropriate signage will also be placed on the site entrance to warn of activity.

#### *Temporary Inspection Area*

An area to be agreed, near to the infestation area will be marked out and plastic sheeted for the inspection and cleaning as necessary of all equipment and operatives entering or leaving the site.

## **Inspections**

The correct time to carry out the spraying operations is determined by the speed of new growth of the Knotweed on site. As stated earlier this is dictated by the weather and ground conditions of the site and even individual areas within the site where differing patterns of growth may occur.

JKSL HSE qualified inspection foremen will monitor the new growth across the site. The frequency of inspection will be qualified by the speed of plant growth as

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

we are seeking to identify when the new growth of spears have shown leaves opening. This is usually when growth is approximately 0.5 to 1.0M high.

## **Spraying**

Typically the first application of herbicide will be carried out by the JKSL team when the spears have grown and leaves have opened. Application rates as recommended by the suppliers will be used to spray appropriate areas where growth is at the required level across the site as defined on the drawing.

Knapsack sprayers fitted with nozzles delivering medium spray quality (as defined in the BCPC system) will be used.

Due to the dictates of schedules and other factors, the option to allow new growth to appear may not be viable and therefore alternative chemical application processes may be adopted. Injection of the selected herbicide directly into the root crown allows chemical treatment to continue outside of a normal growing season.

At all times during spraying activity the areas of work will be qualified and marked as above (see Preparation).

All operatives will be working under the supervision of appropriately qualified JKSL staff.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **Phase 2**

*Start Date: TBC*

*Duration: 2 days*

### **Excavation of Root System (Rhizome)**

#### *General*

All initial spraying/injecting procedures are carried out to successfully introduce herbicide into the root rhizome.

Proposed treatment options in terms of excavation is removal off-site to Licensed Landfill. However this will only take place if the plants rhizome system has migrated into the site.

### **Environmental issues**

All works will be undertaken in a controlled manner, as set out in this document, to ensure that they do not disperse Japanese knotweed rhizomes throughout the rest of the site.

As our operatives will be working within an infestation in an area to be agreed, near to the infestation area an inspection point will be created. This will be clearly marked out and lined with geotextile for the inspection and cleaning of all hand tools. A foot wash facility will also be installed and used by each operative every time they leave the contaminated area to ensure that no rhizomes are dispersed via muddy boots.

This will ensure that cross-contamination doesn't occur and the Wildlife & Countryside Act (1981) isn't compromised.

### **Machinery Security**

At the end of every working day all JKSL machinery will be fitted with vandal guards and the dumper truck will be parked next to the main security cabins.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

The excavators will have to be left within the contaminated areas overnight or cleaned off and moved to the storage area.

JKSL propose to refill all machinery at the end of each working day or when necessary using a bowser or diesel drums which will be located in the storage area. This will be fitted with a padlock which only Phil Whelan will have the key to it.

## **Deliveries**

JKSL will be arranging for items of plant to be delivered to site along with the geotextile membrane. All deliveries will be arranged with JKSL's site manager Phil Whelan to escort them to the working areas.

## **Preparation**

All machinery used on site will be hired and have all relevant paperwork within the cab or in the possession of JKSL's senior site foreman. All operatives will have relevant qualification details on their persons at all times. During the works high visibility warning signs will be put in place as well as banksmen where necessary.

## **Excavation of Root System (Rhizome)**

Prior to commencing excavation works JKSL will use a cat-scan to detect any services that may be present onsite. All service drawings are to be provided by the client before JKSL attend site.

A detailed inspection of the ground will then be undertaken to determine the location of the Japanese Knotweed. If necessary the excavator will take a shallow scrape over the area within the site boundary in order to expose the rhizomes more clearly. Once identified these will be highlighted using spray paint or a similar method if deemed necessary.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

A slit trench will also be excavated so that we can inspect the sides for rhizomes below the surface scrape. This trench can also then be used to install the vertical root barrier into at the end of the works.

JKSL then carryout removal of all rhizome from the contaminated area, chasing the root structure until fully removed. JKSL follow stringent methods to avoid any spreading of contaminated material across the site during excavation and removal from site. Specifically the excavator used to remove the rhizome, remains in the marked area until completion, upon which the vehicle is fully decontaminated, as is any machinery used to move material or any vehicle that may enter a contaminated zone.

## **Transferral of Waste to Loading Area/Skip**

A lined loading area will be created next to the old gate in the site entranceway. The loading area will be fenced off with plastic mesh and appropriately signed to warn others of its presence.

Vehicles are to move and remain within the site boundary only - JKSL will ensure that the only time machinery leaves the site boundary is when it is to be removed from site or for security reasons.

A forward tipping dumper truck will be used to move contaminated material to the loading area. These will not be over-loaded (maximum 75% capacity used) to avoid any cross-contamination issues. These dumpers will never drive on contaminated material within the excavation or receptor area to avoid rhizomes being caught up on the wheels.

The machine loading the dumpers will sit on contaminated material at the edge of the excavation area. Once this area has been remediated the dumpers can enter the area travelling on remediated land working along the infestation. This will be controlled the excavator driver as well as the dumper driver to ensure that the dumper doesn't travel too far.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **Removal from site**

The excavated materials will either be removed from site in a skip or grab wagon depending on availability and volumes of materials to be removed at the time of the works.

The materials will be deposited at an appropriately licensed landfill facility and all waste transfer information will be supplied by JKSL once the works are complete.

## **Decontamination of machinery**

All cleaning of machinery is undertaken by hand using shovels, spades and stiff brushes – a mobile jet wash is then used to clean off the remaining material. All debris are then collected by hand and disposed of in the receptor area. Care is taken to ensure that the angle of the water is facing downward so as not to disperse small fragments of material any distance.

The cleaning of machinery will also not take place near road gullies – only undertaken at location of excavation site.

The route used between the excavation and disposal areas are fully sprayed after works are complete, this includes all vehicles used.

## **Root Barrier**

Due to the location of the infestation and in view of persistence of the plant and its root systems a vertical root barrier will be installed along the boundary adjacent the infestation as per the drawings provided. This is secured at the top with wooden posts and ties.

## **Transferral of Geotextile**

The material will be supplied to site and will be transported to the installation site by use of 1an excavator and lifting straps supplied at delivery. These operations will be carried out by/under the supervision of JKSL.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **Preparation of Geotextile**

The material will be unwrapped of its protective cover immediately prior to works commencing and the roll will be manoeuvred into position by means of site machinery or site operatives. Geotextile will be cut to specific size in-place using Stanley fixed hook blade knife.

## **Welding of Geotextile**

Using a 240V petrol generator as a power source with a step-down transformer to provide 110V, the light-weight portable heat wedge welding machine will be manoeuvred to position to heat weld all seams across the specified area to provide a 'one-piece' geotextile cover.

Temperature and speed will be specific to site conditions and test welding will be performed to give optimum seam welds. These test welds are inspected for integrity to inform temperature and speed settings.

## **Backfilling**

Once the vertical barrier is installed it will be backfilled with materials from the edge of the field adjacent to the excavation area to secure it in place. Any excess material will be trimmed off.

## **Phase 3**

*Start Date: September 2015*

*Duration: 5 years*

## **Re-Spray**

The growth habit and persistence of the plant require an allowance for re-visiting site therefore re-spraying of areas missed during initial visit should be allowed for within the works package.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **Monitor Re-growth**

It is recommended to continue inspection of the site monitoring all areas for any additional re-growth and re-spray as may be necessary.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **SUSTAINABILITY POLICY**

*Japanese Knotweed Solutions is committed to promoting sustainability. Concern for the environment and promoting a broader sustainability agenda are integral to JKSL's professional activities and the management of the organisation. We aim to follow and to promote good sustainability practice, to reduce the environmental impacts of all our activities and to help our clients and partners to do the same.*

### **Principles**

Our Sustainability Policy is based upon the following principles:

- To comply with, and exceed where practicable, all applicable legislation, regulations and codes of practice.
- To integrate sustainability considerations into all our business decisions.
- To ensure that all staff are fully aware of our Sustainability Policy and are committed to implementing and improving it.
- To minimise the impact on sustainability of all office and transportation activities.
- To make clients and suppliers aware of our Sustainability Policy, and encourage them to adopt sound sustainable management practices.
- To review, annually report, and to continually strive to improve our sustainability performance.

### **Practical steps**

In order to put these principles into practice we will:

#### ***Travel and meetings***

- Walk, cycle and/or use public transport to attend meetings, site visits etc, apart from in exceptional circumstances where the alternatives are impractical and/or cost prohibitive.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

- Travel to mainland Europe within a 1000km radius (excluding Scandinavia) normally will be undertaken by train.
- Include the full costs of more sustainable forms of transport in our financial proposals, rather than the least cost option which may involve travelling by car or air. Where the only practical alternative is to fly, we will include costs for full air fares rather than budget airlines in our financial proposals, and appropriate offsets.
- Avoid physically travelling to meetings etc where alternatives are available and practical, such as using teleconferencing, video conferencing or web cams, and efficient timing of meetings to avoid multiple trips. These options are also often more time efficient, while not sacrificing the benefits of regular contact with clients and partners.
- To reduce the need to travel to meetings and elsewhere, and facilitate regular client contact, we will provide a web cam to clients free of charge for the duration of a project where appropriate.
- Reduce the need for our staff to travel by supporting alternative working arrangements, including home working etc, and promote the use of public transport by locating our offices in accessible locations.
- Use an emissions recording scheme for business travel to monitor our impact.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## **Purchase of equipment and consumption of resources**

- Minimise our use of paper and other office consumables, for example by double-siding all paper used, and identifying opportunities to reduce waste.
- As far as possible arrange for the reuse or recycling of office waste, including paper, computer supplies and redundant equipment.
- Reduce the energy consumption of office equipment by purchasing energy efficient equipment and good housekeeping.
- Purchase electricity from a supplier committed to renewable energy. Seek to maximise the proportion from renewable energy sources, whilst also supporting investment in new renewable energy schemes.
- Ensure that timber furniture, and any other timber products, are recycled or from well-managed, sustainable sources and are Forest Stewardship Council (FSC) certified.
- Purchase fair-trade and/or organic beverages.

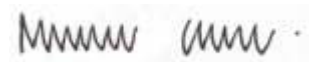
## **Working practices and advice to clients**

- Undertake voluntary work with the local community and / or environmental organisations and make donations to seek to offset carbon emissions from our activities.
- Ensure that any associates that we employ take account of sustainability issues in their advice to clients.

This policy will be updated as necessary to reflect best practices in sustainability.

**Signed:**

**Dated:** September 2012



**Position:** Chief Executive Officer

**Review Date:** September 2013

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## ENVIRONMENTAL POLICY



## **JAPANESE KNOTWEED SOLUTIONS LIMITED**

### ***ENVIRONMENTAL POLICY***

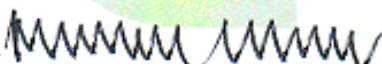
#### STATEMENT

Japanese Knotweed Solutions Limited recognises the importance of environmental protection and is committed to operating its business responsibly and in compliance with all environmental regulations, legislation and approved codes of practice relating to the survey, identification, eradication and continued monitoring of Japanese Knotweed. It is the Organisation's objective to operate with, and to maintain good relations with all regulatory bodies.

It is the declared policy of Japanese Knotweed Solutions Limited to carry out all measures reasonably practicable to meet, exceed or develop all necessary or desirable requirements and to continually improve environmental performance through implementation of the following:

1. Assessment and regular re-assessment of the environmental effects of the Organisation's activities
2. Assessment and regular re-assessment of the Organisation's environmental objects and targets
3. Training of all employees and management in Environmental Issues
4. Minimisation of the production of waste
5. Minimisation of material wastage
6. Minimisation of energy wastage
7. Promotion of the use of recyclable and renewable materials
8. Reduction and/or limitation of the production of pollutants to water, land and air
9. Control of noise emissions from operations
10. Minimisation of the risk to the general public and employees from operations and activities undertaken by the Organisation

This policy is communicated to all employees, suppliers and sub contractors and is made available to the public.

Signed  . Date 09.05.2011

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## SCHEDULE OF TERMS OF CONTRACT

### Terms of Contract

<b>Client:</b>	
<b>Invoice Address:</b>	
<b>Company No:</b>	
<b>Contact Name:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Site:</b>	
<b>Works:</b>	As per attached Schedule of Works
<b>Commencement Date:</b>	
<b>Payment:</b>	First instalment: 50% of total order value payable upon order Balance: 50% payable within 14 days from date of invoice
<b>Payment details:</b>	Natwest Account Number: 13372181 Sort code: 01 02 69
<b>Order Number and payment reference (Job number):</b>	
<b>Order Value:</b>	
<b>Warranty Option:</b>	

The Client confirms that the Company's terms and conditions of sale attached shall apply to the exclusion of all other terms or conditions indorsed upon, delivered with or referred to in any purchase order, acceptance of order or other document delivered by the Client or any other counter-offer made to the Company save to the extent that any amendment to or variation of the Seller's terms and conditions of sale is expressly accepted by the Seller in writing.

If the Purchaser is a limited liability company, this Contract must be signed by a company Director and, in the event that the Purchaser fails to pay for any of the services supplied by Japanese Knotweed Solutions Limited, the signing Director personally guarantees payment in respect of all sums due from the Purchaser together with all ancillary costs incurred.

Signed on behalf of the Client:	.....	Date:	.....
Accepted on behalf of the Company:	.....	Date:	.....

(Company Number: 4359188)  
Itadori House, Melton Street, Radcliffe, Manchester M26 4BR  
Tel:0161 723 2000  
Fax: 0161 723 2001

Email: [jk@sltd.co.uk](mailto:jk@sltd.co.uk) Web: [www.jksl.com](http://www.jksl.com)

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## 1. Definitions and interpretation

- 1.1. The terms defined in the Terms of Contract shall apply to this Schedule.
- 1.2. Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

## 2. Appointment

The Client appoints the Company to perform the Works in return for the Payments.

## 3. The Company's obligations

Under the Wildlife and Countryside Act 1981 (as amended) it is an offence 'to plant or otherwise encourage' the growth of Japanese Knotweed. This could include cutting the plant roots and disturbing surrounding soil if not correctly managed.

The Company will use reasonable endeavours to perform the Works in accordance with:

- 3.1. The Environment Agency guidance document 'Knotweed Code of Practice- Managing Japanese Knotweed on Development Sites, September 2006; and
- 3.2. Current statutes and regulations enforceable in England and Wales in respect of Japanese Knotweed, including:
  - 3.2.1. The Environment Act 1995
  - 3.2.2. The Environmental Protection Act 1990
  - 3.2.3. Waste (England and Wales) Regulations 2011
  - 3.2.4. Environment Protection (Duty of Care) Regulations 1991 [in Scotland]
  - 3.2.5. Hazardous Waste Regulations 2005 (as amended)
  - 3.2.6. The Wildlife and Countryside Act 1981
  - 3.2.7. The Construction Regulations 1996
  - 3.2.8. The Control of Substances Hazardous to Health Regulations 1994

## 4. The Client's obligations

In consideration of the services to be rendered by the Company under this agreement the Client agrees:

- 4.1. to make the Payments promptly without demand deduction or set-off;
- 4.2. to ensure the Site is prepared in accordance with the requirements of the Company;
- 4.3. To ensure all necessary machinery is available on site when the company are in attendance. Failure to comply may cause the job to be aborted and an additional charge of £495.00 +VAT per day to be levied.

# Japanese Knotweed Solutions Ltd

## WORKING ON BEHALF OF LIDL

- 4.4. to afford the Company any right of access to the Site as is required to perform the Works;
- 4.5. to ensure that all employees, agents and / or contractors of the Client of the Site at the time of the Works must obey the Company's reasonable orders and instructions;
- 4.6. to ensure that Site utilities locations are made available prior to a start on site. Non-invasive spray works are deemed to not impact upon utilities however excavation works will require specific location of services. Non supply of site utility locations shall be deemed to mean that there are no services in areas to be excavated – no liability will be accepted by The Company for any damage to services not identified by client.
- 4.7. to ensure that information relating to the physical and chemical nature of the ground in the area(s) of site containing the area of Japanese knotweed is provided. This information will assist the Company in its Health and Safety plan for the site, and will also confirm that no preferential pathways will be created for contaminants that may be present in the ground.
- 4.8. to ensure that warranties are paid in advance to ensure continued site guarantee coverage.
- 4.9. Should a site have Health and Safety issues with particular reference to members of the public and require Herras fencing – this will be installed by Japanese knotweed solutions LTD at cost to the client (rate of £3.45 per panel per week plus labour). Please note that there is a minimum month hire on this product.
- 4.10. to ensure that any works undertaken on site which may compromise our works such as a change in levels or movement of material are supervised by JKSL to prevent further contamination – supervisory works are charged at standard rates.
- 4.11. to understand any contravention of point 4.8 above will invalidate the warranty
- 4.12. to ensure that all permissions licences and authorisations have been granted prior to the commencement of the Works

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

## 5. VAT

- 5.1. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes.
- 5.2. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

## 6. Lump sum price

- 6.1 Where a price is quoted as Lump Sum agreed price this figure is not subject to re-measure.

## 7. Survey

- 7.1 The Client understands that the service the company provides to identify Japanese Knotweed is based on 'reasonable endeavours' to identify the infestation at the time of survey.
- 7.2 Due to rapid growth characteristics of Japanese Knotweed no liability for additional cost is accepted by the company for any areas of Japanese Knotweed not identified on the original survey.
- 7.3 The Client should understand that the underground rhizome system produced by Japanese Knotweed is not visible from surface inspection and that these areas can only be shown as 'guidelines' – these areas are identified for discussion purposes only and cannot be used as exact location of root systems.
- 7.4 Where survey fees are credited to client's accounts this fee can only be deducted from the works if the full recommend remediation works are taken out and if this exceeds £5,000.00 +VAT.
- 7.5 Should the client decide to cancel the survey service then a charge of 10% of the order value will be applicable if the service is cancelled more than 48 hours in advance of the agreed appointment for delivery of the service. Should the client decide to cancel the survey service less than 48 hours in advance of the agreed delivery time then a charge of 50% of the order value will be applicable.

## 8. General

- 8.1. The Company shall not be liable to the Client for loss or damage to the Client's property unless due to the negligence or other failure of the Company to perform its obligations under this agreement or under the general law.
- 8.2. The Company warrants that the Works will be performed using reasonable skill and care. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 and/or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Works, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 8.3. The Company shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Company of this Agreement.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

- 8.4. In the event of any breach of this contract by the Company the remedies of the Client shall be limited to damages. Under no circumstances shall the Company's liability exceed the greater of the Payments or the amount of any valid insurance available to meet the claim.
- 8.5. The Company shall not be liable for failure or delay in fulfilling any of its obligations, where fulfilment therefore is prevented, frustrated, impeded, delayed or rendered uneconomic by circumstances or events beyond the Company's reasonable control.

## **9. Warranties – 12 Month**

- 9.1 When the Company enters in to a twelve month warranty the following operations are covered at no additional cost to the client.
  - 9.1.1 Site monitoring on a monthly basis for a three month period – written report issued following site visit.
  - 9.1.2 Site monitoring on a quarterly basis over nine month period – written report issued following each site visit
  - 9.1.3 Any additional 'in situ' chemical treatment works as required to eradicate Japanese Knotweed.
  - 9.1.4 No cover is allowed for any costs relating to damage to hard surfaces, structures or any relocation costs.

## **Warranties – 5 Year and 10 Year**

- 9.2 When the Company enters in to a five or ten year warranty the standard 12 month obligations apply
- 9.3 Annual re-visits and written report issued for an additional 4 year or 9 year period respectively

## **10. Warranties – 5 Year and 10 Year Insurance Backed**

- 10.1 Insurance backed warranties include the same operations as the standard warranties but will be backed by a performance bond. This facility can be set up for contracts greater than £5000 in value. The bond is designed to guarantee our performance of our contract agreement to you. (ie to eradicate the weed, carry out annual site inspection visits and eradicate any re-growth.) This does not cover unassociated new growth of the weed. In the event that we default upon our agreement, the beneficiary will be able to make a claim against the bond. The following points relate to the bond facility.
  - 10.1.1 The value of the bond provided will be 10% of the contract value. This cover will be an aggregate amount for the entire 5 year period of the bond to cover the site address you request the bond to apply to.
  - 10.1.2 The bonds are issued in 5 year contracts but due to the current financial climate, this had recently been amended so that it is issued in 3 stages. You will receive an initial bond for 3 years followed by a bond for 1 year then another bond for 1 year. It will automatically be renewed for you and the bond issued.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

- 10.1.3 If a 10 year bond is required this will be made up of a 3 year bond followed by an annual renewal for the remaining 7 years.
- 10.1.4 The beneficiary of the bond will be the employer of our contract. If an additional beneficiary is required, this must be made clear prior to application.
- 10.1.5 Where more than one beneficiary is required on a bond, the standard 5 years aggregate bond value (ie 10% of the contract value) will be available to be claimed in full or part by any of the beneficiaries without any pre-arranged apportionment to each.
- 10.1.6 Amendments to the bond (change or addition of beneficiary) after issue will be subject to an additional charge and are subject to authorisation.

## **11. Insurance backed guarantees**

- 11.1. An insurance backed guarantee may well be included within the site works. Please see our supporting documents for further information on this.

## **12. What the Insurance Backed Guarantee Covers**

- 12.1. In the event that re-growth of Japanese knotweed occurs in an area covered by the treatment within five years from the Completion Date, the Company will attend the Site and carry out chemical treatment on the re-growth as required

## **13. What the Insurance Backed Guarantee Does not cover**

- 13.1. Japanese knotweed growth or re-growth outside the Site.
- 13.2. Japanese knotweed growth or re-growth which does not relate to any area covered by the Treatment.
- 13.3. Any Japanese knotweed growth or re-growth, or cost that is a result of anything not identified in the initial survey or in the initial information provided to the Company.
- 13.4. Any Japanese knotweed growth or re-growth arising from materials imported, fly-tipped or otherwise introduced in to the Site.

## **14. Insurance Backed Guarantee Conditions**

- 14.1. The Guarantee is valid only where full payment has been received by the Company as agreed. Non-payment of any amount will render the Guarantee null and void.
- 14.2. The Guarantee shall be deemed null and void in the event that excavation or any other activity causing disturbance of soils or the disturbance or movement of Japanese knotweed material is carried out on site without both the approval of the contractor and also the implementation of any additional measures deemed necessary by the Contractor. Approvals or additional measures may be chargeable services. The Contractor reserves the right to refuse either to grant approval or to carry out additional works, or both.

## **15. Termination for breach**

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with clause 7:

- 15.1. Failure on the part of the Client to make punctual payment of all sums due to the Company under the terms of this agreement;
- 15.2. The levying of any distress or execution against the Client or their making any composition or arrangement with creditors or being a company the Client's liquidation (other than a members' voluntary liquidation with the written consent of the Client).

## **16. Termination consequences**

- 16.1. In the event of this agreement being determined whether by Notice breach or otherwise the Client shall immediately pay to the Company:
  - 16.1.1. all arrears of Payments and any other sums due under the terms of this agreement, and
  - 16.1.2. all further sums which would but for the determination of this agreement have fallen due by the end of the term.
- 16.2. Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it.
- 16.3. Any right or remedy to which either party is or may become entitled under this agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative.
- 16.4. Should the client request the cancellation of the service then a charge of £275 or 10% of the order value (whichever is the greater) will be applicable. The Company reserves the right not to accede to any request for cancellation of the service.

## **17. Miscellaneous**

- 17.1. All sums due from the Client to the Company which are not paid on the due date (without prejudice to the rights of the Company under this agreement) shall bear interest from day to day at the monthly rate of 2%.
- 17.2. The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statement in respect of such money.
- 17.3. Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

whereupon all money due under this agreement shall be paid immediately.

- 17.4. If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this agreement shall remain in full force and effect unless the Company in the Company's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate this agreement by 30 days' notice to the Client and the provisions of clause 8 shall apply accordingly.
- 17.5. Each party acknowledges that this agreement contains the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.
- 17.6. This agreement supersedes any prior agreement between the parties whether written or oral and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.
- 17.7. Any decision exercise of discretion judgment or opinion or approval of any matter mentioned in this agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided in this agreement.
- 17.8. Each of the parties shall give notice to the other of the change or acquisition of any address or telephone or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.
- 17.9. All notices to be given under this agreement shall be in writing and shall either be delivered personally or sent by first class or airmail prepaid post or by telex, cable or facsimile transmission and shall be deemed duly served:
  - 17.9.1. in the case of a notice delivered personally, at the time of delivery;
  - 17.9.2. in the case of a notice sent inland by first class prepaid post, 2 clear business days after the date of dispatch; and
  - 17.9.3. in the case of a facsimile transmission, if sent during normal business hours then at the time of transmission and if sent outside normal business hours then on the next following business day provided that a confirmatory copy is sent by first class prepaid post or by hand by the end of the next business day.
- 17.10. Each notice shall be addressed to the address of the party concerned set out in this agreement or to such other address as that party shall have previously notified to the sender.
- 17.11. This agreement and all rights under it may be assigned or transferred by the Company.
- 17.12. This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

# Japanese Knotweed Solutions Ltd

WORKING ON BEHALF OF  
LIDL

- 17.13. Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in England and Wales.
- 17.14. All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this agreement shall restrict or prejudice the exercise of any other right granted by this agreement or otherwise available to it.
- 17.15. No term shall survive expiry or termination of this agreement unless expressly provided.
- 17.16. The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement.
- 17.17. During the term of this Agreement the Company shall be an independent Company and not the servant of the Client and the Company shall not be subject to directions from the Client as to the manner in which he performs his work.
- 17.18. Each of the parties shall pay any costs and expenses incurred by it in connection with this agreement.
- 17.19. A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.