



Guidance Note

Japanese Knotweed Site Survey Reports and Management Plans: Recommendations

June 2021



CONTENTS

1. INTRODUCTION
2. SITE SURVEY REPORTS AND KNOTWEED MANAGEMENT PLANS
 - 2.1. *Names, addresses and contact details*
 - 2.2. *Client instructions/Invitation to tender/Right of access*
 - 2.3. *Scope of the Survey/Limitations*
 - 2.4. *Observations*
 - 2.5. *Biosecurity and Safety*
 - 2.6. *Recommendations*
 - 2.7. *Specification/Knotweed Management Plan*
3. STANDARD PARAGRAPHS
4. REFERENCES

1. INTRODUCTION

PCA invasive weed surveyors with CSJK certification have the skills and knowledge to conduct site surveys for Japanese knotweed and other non-native invasive weeds and are expected to be able to present Site Survey Reports and Knotweed Management Plans (KMPs) to high professional standards.

The key technical elements of Site Survey Reports and KMPs are included in the current *Japanese Knotweed Code of Practice* (Ref #1 [here](#)). In this Guidance Note we focus on the specific aspects of these communications that are critical to clear understanding between surveyor/contractor and client. However, some details regarding aspects of surveying etc. covered in the above Code of Practice are included again here in order to give context. This guidance should prove useful to anyone with responsibility for surveying buildings and in particular to those planning to sit future CSJK exams.

Note: This Guidance Note focusses on Japanese knotweed but *in most respects* applies equally well to other non-native invasive weeds although the precise details of how each plant may colonise, spread and/or be managed on each site will vary from species to species.

No two surveys, even on the same property can ever be exactly identical. Nevertheless, there are certain *essential elements* which the Site Survey Report (and any subsequent KMP) should contain, remembering that it is at once:

- a) A legal document which is binding on the company or person submitting it and which may subsequently become the basis of a contract.
- b) A record of the invasive weeds found on the property and any restrictions of survey
- c) An instruction to the client, and/or his appointed representative,
- d) An instruction to the technician, who eventually does the work,
- e) A permanent record of the work recommended or, as importantly, not recommended
- f) A sales instrument.

To satisfy these criteria, the site report must be factual in observations and clear in its recommendations (including where the client is offered several options). Whether the Site Report is offered free, or for a fee, the same legal obligation is imposed on the company to assume responsibility for the information, or misinformation, it may contain (so-called *Duty of Care*). Ultimately it could lead to liability for consequential costs resulting from misdirection, omissions, and recommendations.

The company's liability for the report extends to its clients. However, in some situations, such as an inspection carried out for a vendor or estate agent, others may be expected to rely on it. Indeed, there is a legal provision for this in the Contracts (Rights of 3rd Parties) Act 1999. If it is intended that reports should be for the stated client's benefit only, then a statement that the provisions of the Contracts (Rights of 3rd Parties) Act 1999 are expressly excluded must be made in the report, preferably near the beginning.

2. SITE SURVEY REPORTS AND KNOTWEED MANAGEMENT PLANS

The Association suggests that survey reports/management plans should include all the below elements, not necessarily in the same order, taking account of the guidance given above:

2.1. Names, addresses and Contact details

This is a basic requirement; even though the report may only ever exist in its digital form it is important to confirm your identity (sole trader, limited company etc.) and full contact details plus those of the client or their instructing agent and the property address.

2.2. Client instructions/Invitation to tender/Right of access

The client's instructions must be accurately quoted early in the report and it is usual to state whether the invitation was written or verbal. You should ensure the client is either the owner of the property or has the permission of the owner (or their agent) to give consent for access (e.g. if the instructing client is a prospective purchaser).

Quote the relevant dates: date of survey, date report written, date report delivered (if delayed) and document/property references (yours and your client's). Confirm the surveyor's name and qualifications. If you met anyone on site (including the client or e.g. their representative or a neighbour) include their details for later reference.

Note: Within reason, either before or during the survey, you should attempt to obtain details regarding the client's future plans for the property and/or reason for requesting the survey and the *site's history* specifically in relation to Japanese knotweed (including previous treatment/guarantees) and/or more generally. This is particularly important if you know or suspect the site has been recently developed or landscaped. Online resources such as Google 'Streetview' and 'Satellite' can be useful tools to verify or rule-out the possibility of historical Japanese knotweed stands.

2.3. Scope of the Survey/Limitations

State clearly if your survey was only for the presence of Japanese knotweed (or otherwise) and the means by which you conducted the survey; visual only, visual combined with localised surface investigations, systematic core sampling, Detection dogs etc. Also, whether the survey was for the entire site/property or was restricted to certain areas (due to physical obstructions or 'as instructed' by the client). The impact of such limitations should be stated e.g. if the client specifically asks you not to contact or speak to their tenants or neighbours, the possibility that Japanese knotweed rhizomes may be present in the soil yet 'not detectable' for a variety of reasons etc.

Note: before undertaking any disruptive sampling or other investigations (e.g. brush removal to improve access) ensure you have the permission of the property owner.

2.4. Observations

(i) It is reasonable to expect the site survey report to offer a brief description of the property and its surroundings, e.g. "The property inspected was a late 19th century brick-built, mid-terrace house in a residential area with small front and rear garden including a small concrete-panel detached outhouse used to store garden tools and outdoor furniture". In the case of a development site, a description of the terrain and its distinctive features would be useful e.g. "the site consisted of undulating arable farmland with fields bordered by hedgerows containing a few isolated mature trees. There was a small pond towards the north-west boundary."

(ii) Orientation. A compass bearing is always useful for maps/plans but, for client's benefit, it is often best to describe your observations from the perspective of the main access road (e.g. 'Looking towards the house from the road, JKW stand 1 was located in the front garden, on the LHS; see plan for location).

(iii) The grounds of the property must be looked at closely and the site survey report should draw attention to any evidence for the presence of Japanese knotweed whether growing or not (*see Ref #2*). When growing close to built structures including paths/drives etc. you should establish any damage/disruption occurring whilst being conscious that any such dilapidation may be coincidental (cause and effect being sometimes difficult to establish). If possible, when Japanese knotweed is found or suspected to be present, the location of drain covers and drain runs should be noted as these may be within the scope of the rhizome network (typically 2-3 m from the edge of a stand; up to 7 m in rare cases). For the report, include a statement that the presence of Japanese knotweed may be detrimental to built structures but avoid statements that suggest such effects are of structural significance other than in exceptional cases.

(iv) Taking into account the specific location and size of the Japanese knotweed stands found, allocate an RICS Risk Category (IP27/2012; Ref #3 [here](#)) or Management Category (Ref #2 new RICS Guidance Note: in preparation, 2021).

(v) Mapping. Detailed (scaled) and accurate maps/plans of the site should be provided showing the location of any Japanese knotweed found, distances from boundaries/buildings etc. and associated 'buffer zones' showing the likely extent of the rhizome network. The extent of the buffer zones could vary depending on your judgement in each case (e.g. mature/immature stand) but a default might be a 3 m zone consistent with the most up-to-date RICS advice (Ref. #2).

(vi) Boundaries. In all cases some attempt should be made to ascertain the presence of Japanese knotweed in adjoining areas or indeed in the area generally. If access is not possible this should be achieved where at all possible by a simple 'over the fence' inspection and any obvious signs of Japanese knotweed and its distance from the boundary noted.

Note: When mapping Japanese knotweed it should be made clear that separate stands above ground, especially those close together, may in fact be reflective of a single connected plant below soil level (common root/rhizome network) although, of course, the opposite can also be true if the site has been widely contaminated with imported/infected soil or recently dug-over.

(vii) Other INNS. If you see other INNS plants (a full list of those covered by current legislation is [here](#): Ref #4) these should be noted and reported to your client either in the main report or separately making sure that they are aware of the legal duties and responsibilities arising.

(viii) Photographs. These should be included 'for information' but also as evidence of what you have seen and to benchmark the condition/size of a knotweed stand in relation to historical data and/or future management measures.

2.5. Biosecurity and Safety

When Japanese knotweed (or other INNS) is/are present you must make the client aware of their obligations under environmental legislation (to avoid spread 'to the wild', waste soil must be classified and handled in accordance with the Environmental Protection Act) and the need for vigilance/precautionary measures to prevent infection from surrounding areas or via imported soil, flytipping etc. In addition, the need to avoid

any further spread of propagules around their own property *and* their potential liability to their neighbours (encroachment) or vice versa.

Note: Establishing the origins of a Japanese knotweed infestation in any particular location is difficult to 'prove' objectively without extensive investigations above and below ground (although, broadly-speaking, larger canes and rhizomes/crowns are an indication of age/maturity) and some knowledge of the history of the site.

Note: If, during the course of the survey any hazards are noted such as sharp objects or asbestos etc., these should be brought to the attention of the landowner and any limitations this imposes on your survey or the details of any KMP proposal highlighted (e.g. additional soil analysis prior to waste classification where soil is being sent to landfill).

2.6. Recommendations

There are several different methods available to manage/control or remove Japanese knotweed from a site. The *final decision* as to the 'best' approach should always rest with the client. Your responsibility is to make sure they understand the pros and cons of each approach (Ref #1), whether they are all 'practical' (logistically-speaking) and the *approximate* relative costs of each. Matters such as Guarantees, Insurance-backed Guarantees and any other Mortgage company policy which may have a bearing on the client's decision should all be clearly explained (although these issues can be dealt with in Appendices as long as they are signposted from the main body of the report).

In the specific case of an herbicide-treatment approach it should be made clear that such a treatment plan does not provide any Guarantee of 'completion' (2 years no-growth; Ref #1) within a specific timeframe and that the terms of the Guarantee preclude the area and its immediate buffer zone being disturbed throughout the Guarantee period. Further, that disturbance even after the Guarantee period *may* stimulate new growth from dormant rhizomes. Therefore, you should ensure that any herbicide treatment plan includes advice about post-completion site management options.

A specimen guarantee must be included as this would be material to any contract (see below).

2.7. Specification/Knotweed Management Plan

Either with or without the full knowledge of the client's final choice/preference it is likely you will want to provide some fully costed proposals (recommendations) to manage/remediate the Japanese knotweed. At this stage you are creating a putative Knotweed Management Plan (KMP) and this should include:

(i) Clear, specific, and justified description of works proposed (justification/objective)

(ii) Details of works to be conducted by you or by your nominated sub-contractor (what, when, how). In the case of herbicide treatment plans it should be clear that any/all treatments proposed after the first year are 'subject to review following site inspection'.

(iii) Details of any third-party contractors (the client's own or separately contracted by the client) and the specific elements of work they are responsible for and how you propose to manage/supervise such works to ensure satisfactory completion.

(iv) Where relevant, instructions to your client regarding the need for them to seek permission (in writing) from neighbours giving access to adjoining properties to manage Japanese knotweed stands straddling boundaries.

(v) Safety Information/advice (precautions) your client should observe during your time on site (in commercial contracts it is normal to have full 'Method Statements' including all details of risk assessments etc. complying with the CDM Regulations but this is not normally required for domestic clients). Environmental information regarding wastes arising and how these will be managed and/or the wider risks to plants and possibly insects arising from the use of herbicides and how you propose to mitigate these. You should state that you operate to *The Amenity Standard* and, as such, all use of herbicides etc. are minimised in-line with the principles of Integrated Weed Management.

(vi) Any specific Guarantee clauses not already covered above (i.e. contract-specific exclusions).

(vii) An estimate or Quotation for the works. If you decide to provide a fixed-price offer for the full remediation of Japanese knotweed including an offer of a Guarantee the caveats above should be highlighted.

(viii) Acceptance Form. For a contract to be established it is normal to get the client to sign an acceptance form. It should be made clear that this establishes their acceptance of your specific recommendations and other Terms and Conditions including payment terms.

(ix) Update Reports. Once a contract is established and the first and/or later visits to site have been completed, the KMP should be updated to record a) what was done and b) the impact of each visit/treatment (whether monitoring-only or spraying or localised excavation etc.).

Each time this is done the updates should be clearly identified in an Annex (including new photos, herbicide records etc.) and dated/signed by the surveyor/operative. This helps to maintain clarity over time as to any modifications to the plan or change in circumstances etc. If any breaches of the biosecurity protocols or other general guidance are noticed during each visit these should be raised and discussed with the client as soon as possible and corrective measures agreed if possible.

3. STANDARD PARAGRAPHS

With most Site Survey Reports and KMPs being generated digitally it is tempting to rely on 'template' reports. These can enable surveys to be quickly converted but must be relevant and accurate whenever they are used. Surveyors are encouraged to check them carefully and to ensure that each paragraph is in a proper sequence and pertinent to the client's needs.

Arrangements should be made for any and all site-specific matters to be addressed. Special paragraphs should be inserted by a surveyor if a non-standard provision is required. Ideally, to maintain brevity, background information regarding e.g., Japanese knotweed history and ecology may be dealt with using hyperlinks to web pages (your own or otherwise) or cross-references to Appendices or Annexes.

4. REFERENCES

#1: PCA Code of Practice: Management of Japanese Knotweed. https://www.property-care.org/wp-content/uploads/2020/02/PCA-COP-Control-of-Japanese-Knotweed_WEB-1.pdf

#2: PCA Guidance Note. Japanese knotweed and Residential Property. In preparation (2021; this will replace Ref #3 below in due course)

#3: RICS Information Paper 27/2012. Japanese Knotweed and Residential property. <https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/real-estate/japanese-knotweed-and-residential-property-1st-edition.pdf>

#4: PCA Guidance Note. Non-native invasive plant species listed in various UK and EU Acts and Regulations. May 2020. <https://www.property-care.org/wp-content/uploads/2020/05/List-of-Invasive-Non-Native-Species.pdf>

For further information, contact:

Property Care Association

11 Ramsay Court
Kingfisher Way
Hinchingsbrooke Business Park
Huntingdon
Cambs.
PE29 6FY
Tel: 01480 400000
Email: pca@property-care.org
Web: www.property-care.org

The Property Care Association incorporating the BWPDA is a company limited by Guarantee: Registered No. 5596488 England

©Property Care Association, June 2021. All rights reserved.