

JBB Knotweed Solutions Ltd

Commercial Terms & Conditions

Herbicide Treatment, Excavation and General Works

1. Definitions

“JBB Knotweed Solutions”, “JBB”, “we”, “our” or “us” means JBB Knotweed Solutions Ltd.

“Client”, “you” or “your” means the commercial customer, organisation, contractor or authorised representative who has accepted a quotation from JBB Knotweed Solutions.

“Site” means the land, buildings, open ground, infrastructure, access routes or working areas owned, occupied or controlled by the client where the works take place.

“Invasive Weeds” means plant species requiring specialist treatment or removal, including but not limited to Japanese Knotweed, Bamboo, Giant Hogweed, Himalayan Balsam and other non-native invasive species.

“Survey” means a visual, non-intrusive inspection to identify visible infestation and assess site conditions. A survey does not confirm underground spread, utilities, contamination or concealed conditions unless specifically quoted.

“Works” or “Services” means the services described in the quotation, which may include surveys, herbicide treatment programmes, excavation works, waste removal, monitoring visits, reporting, reinstatement works, tree services, moss brushing, tarmac works, grounds maintenance, minor civils or other agreed commercial services. This list is not exhaustive.

“Treatment Area” means the specific area or areas identified in the survey or quotation where works are to be carried out.

“Treatment Plan” means an agreed programme of herbicide treatment, excavation, monitoring or related works delivered over a defined period.

“Excavation” means the mechanical or manual removal of invasive weeds, associated rhizomes and impacted soil to a depth determined on site based on conditions, safety and utility constraints.

“Waste” means soil, vegetation, rhizomes or other material removed from the Site.

“Visit” means attendance at the Site by JBB Knotweed Solutions or its subcontractors.

“Variation” means any change to the scope, method, timing or cost of the works agreed in writing.

“Subcontractor” means a third party engaged by JBB Knotweed Solutions to carry out part of the works.

“Working Hours” means 8.00am to 4.30pm, Monday to Saturday, unless otherwise agreed in writing.

“Working Days” means Monday to Friday, excluding bank holidays.

“Aborted Visit” means a scheduled visit where works cannot proceed due to access restrictions, unsafe conditions, conflicting site activities, incomplete inductions, utility issues or other client-side factors.

“Force Majeure Event” means an event outside the reasonable control of JBB Knotweed Solutions.

2. Scope of Works

- a) The quotation defines the works to be carried out. The client must ensure it accurately reflects the required services before acceptance.
- b) Surveys are visual assessments only. Sub-surface conditions, underground services, contamination or concealed infestation cannot be confirmed unless specifically included in the quotation.
- c) Herbicide treatment programmes aim to control invasive weeds over time. Eradication is not guaranteed unless explicitly stated in writing.
- d) Excavation extents and depths are based on visible conditions at the time of survey and may require adjustment once works commence.
- e) Excavation may be carried out using mechanical plant or manual methods. The method will be determined by JBB Knotweed Solutions based on access, safety, ground conditions and utility constraints.
- f) General works may include reinstatement, tree services, moss brushing, tarmac works, vegetation clearance, grounds maintenance, minor civils or other services as described in the quotation.
- g) Waste removal, disposal, reinstatement, surfacing or additional services are included only where stated in the quotation.
- h) Works apply only to the Treatment Area identified. Additional areas will require a separate quotation.
- i) Photographs and videos may be taken for operational, reporting, evidential and marketing purposes. The use of images for marketing and social media is addressed further in Section 14 (Data Protection).

3. Client Responsibilities

- a) The client must provide safe, unrestricted access to the Site during Working Hours, including suitable access for vehicles, plant and personnel.
- b) The client must disclose all known site issues that may affect the works, including underground utilities, overhead services, restricted zones, contamination, unstable ground, buried structures, watercourses, drainage issues, subsidence risk, previous tipping, soft ground or security constraints.
- c) The client is responsible for the accuracy of all utility and service information. JBB Knotweed Solutions will undertake reasonable checks but accepts no liability for undocumented or incorrectly marked services.
- d) The client must ensure the Site is safe and that its own health and safety obligations are met.
- e) The client must coordinate all other contractors and ensure no conflicting activity interferes with the works.
- f) The client must ensure inductions, permits, access permissions, escorts, traffic management and welfare facilities are in place before each visit.
- g) Where JBB Knotweed Solutions is permitted or required to use client-supplied plant or machinery, the client remains responsible for its condition, certification and suitability. JBB Knotweed Solutions is not liable for defects, downtime or delays arising from client-supplied equipment.
- h) The client must notify JBB Knotweed Solutions immediately of any site changes that may affect the works.

4. Access and Working Conditions

- a) JBB Knotweed Solutions may refuse, suspend or stop works where the Site is unsafe, unsuitable or where utilities or ground conditions present unacceptable risk.
- b) Works may generate noise, vibration, dust, traffic disruption or surface disturbance. The client accepts this as unavoidable for certain activities.
- c) Heavy plant may cause rutting, marking or damage to surfaces where ground conditions are unsuitable. JBB Knotweed Solutions will take reasonable care but is not liable for such damage unless caused by negligence.
- d) Excavation may expose buried obstructions or services not previously identified.
- e) Works may be rescheduled due to weather, ground saturation, flooding, freezing conditions or safety concerns.

f) Subcontractors may be used. JBB Knotweed Solutions remains responsible for the overall delivery of the works.

5. Variations

- a) Variations may arise where infestation extends beyond expectations, excavation depth increases, utilities restrict access, waste classification changes, additional plant is required or site conditions differ.
- b) Delays caused by other contractors, access restrictions, incomplete inductions or utility conflicts may result in variations or aborted visit charges.
- c) Additional visits, reports, sampling, disposal requirements or reinstatement works not included in the quotation will be treated as variations.
- d) All variations will be agreed in writing before works continue.

6. Payment Terms

- a) Unless otherwise agreed in writing, all invoices must be paid within 14 days of the invoice date.
- b) VAT is chargeable at the prevailing rate.
- c) Herbicide treatment is not normally subject to CIS. Excavation or general works may fall under CIS. Any CIS deduction must be declared and agreed before works commence.
- d) JBB Knotweed Solutions may suspend works where payment is overdue.
- e) Variations, additional visits or client-caused delays will be invoiced separately.
- f) Overdue accounts may be referred to debt recovery or legal representatives. Reasonable recovery costs and statutory interest may be charged.
- g) Payments must be made by bank transfer or another approved method.

7. Delays

- a) Works may be delayed due to weather, ground conditions, safety issues or seasonal constraints.
- b) Aborted visits caused by access issues, incomplete inductions, conflicting site activities or restricted working areas may be chargeable.
- c) JBB Knotweed Solutions is not responsible for programme delays, penalties or losses arising from factors outside its control.
- d) Repeated delays may require repricing, programme adjustment or suspension of works.

8. Re-inspections and Additional Visits

- a) Additional visits required due to changes on site, restricted access, conflicting works, or actions by the client or third parties that prevent the original works from proceeding as planned will be chargeable.
- b) Additional documentation, reports or photographic records requested by the client may be chargeable.
- c) New infestation or additional work areas identified after the initial survey may require a separate quotation.

9. Cancellations and Termination

- a) Commercial contracts are not subject to consumer cooling-off rights.
- b) Reasonable written notice is required to cancel scheduled works. Short-notice cancellations may be chargeable depending on mobilisation.
- c) JBB Knotweed Solutions may suspend or terminate works where the client fails to provide access, safe conditions, cooperation or payment.
- d) Where termination arises from client breach, all completed works and associated costs remain payable.
- e) Where works are cancelled for safety or operational reasons, an alternative date will be offered.

10. Disposal and Waste Transfer

- a) Excavated material containing invasive weeds is controlled waste and must be handled in accordance with legislation.

- b) Soil sampling or laboratory analysis may be required to classify waste and may be chargeable.
- c) Waste will be transported to a licensed facility unless otherwise agreed.
- d) Waste transfer documentation will be provided where required.
- e) Disposal costs may vary depending on the quantity of waste removed and the distance to the approved waste facility.

11. Reinstatement and General Works

- a) Reinstatement works are included only where explicitly quoted.
- b) Reinstatement will be completed to a reasonable standard. Exact matching of existing finishes cannot be guaranteed.
- c) Settlement, weathering or movement after reinstatement is not the responsibility of JBB Knotweed Solutions unless caused by negligence.
- d) JBB Knotweed Solutions is not responsible for reinstatement carried out by others.

12. Force Majeure

JBB Knotweed Solutions is not liable for delays or failures caused by events beyond its control, including severe weather, industrial action, plant failure, supply disruption, vandalism, legal restrictions or third-party access issues. Works may be suspended until safe or lawful to continue.

13. Liability and Limitations

- a) JBB Knotweed Solutions will carry out works with reasonable skill and care.
- b) Invasive weeds are biological organisms and may behave unpredictably. Eradication is not guaranteed unless explicitly stated.
- c) JBB Knotweed Solutions is not liable for regrowth originating from adjoining land, soil movement, disturbance by others or environmental factors.
- d) JBB Knotweed Solutions is not liable for damage to undocumented utilities or services.
- e) JBB Knotweed Solutions is not liable for loss of profit, project delays, penalties or other consequential losses.
- f) Total liability is limited to the contract value except where liability cannot be limited by law.
- g) Nothing excludes liability for death, personal injury or fraud.

14. Data Protection

Personal and project data will be processed in accordance with JBB Knotweed Solutions' Privacy Policy. Data may be used for service delivery, scheduling, reporting, invoicing and legal compliance. Photographs, videos and case study material may be used for marketing and social media purposes, with identifying details such as names and site addresses removed unless consent has been provided. Data will not be sold to third parties and will be retained only as required.

15. Disputes and Governing Law

- a) Any concerns should be raised promptly with JBB Knotweed Solutions.
- b) Complaints must be submitted in writing.
- c) Both parties agree to attempt mediation before court proceedings.
- d) This contract is governed by Scots law and subject to the exclusive jurisdiction of the Scottish courts. Scots law and subject to the exclusive jurisdiction of the Scottish courts.