

# JBB Knotweed Solutions Ltd

## Residential Terms & Conditions

### Herbicide Treatment, Excavation and General Works

#### 1. Definitions

In these Terms and Conditions:

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

“Customer”, “you” or “your” means the homeowner or residential client who has accepted a quotation from JBB Knotweed Solutions.

“Property” means the land, garden, driveway, buildings or surrounding areas owned or controlled by the customer 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 of the Property to identify visible signs of invasive weeds and assess site conditions. A survey does not include digging, trial pits, soil testing or intrusive investigations 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, fencing, patios, lawns, tarmac repairs or other general works.

“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 and safety.

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

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

“Quotation” means the written document issued by JBB Knotweed Solutions setting out the proposed works, costs and terms. Acceptance of the quotation forms the contract.

“Working Hours” means 8.00am to 4.30pm, Monday to Saturday, excluding bank holidays unless otherwise agreed.

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

“Aborted Visit” means a scheduled visit where works cannot proceed due to lack of access, unsafe conditions, obstruction or customer-related issues.

“Cooling-off Period” means the 14-day period during which a residential customer may cancel in accordance with consumer legislation.

## 2. Scope of Works

- a) The quotation defines the works to be carried out. The customer must ensure they understand the scope before accepting.
- b) Surveys are visual inspections only. Underground spread, rhizome depth or concealed infestation cannot be confirmed without intrusive investigation unless specifically quoted.
- c) Survey fees cover the time, expertise and assessment provided and are not refundable if no invasive weeds are identified.
- d) Due to seasonal dormancy, surveys undertaken outside the main growing season may not reveal the full extent of infestation. A follow-up visit may be recommended and may be chargeable.
- e) Herbicide treatment programmes aim to control invasive weeds over time. Complete eradication is not guaranteed unless explicitly stated in the quotation.
- f) Excavation depths and extents are based on visible conditions at the time of survey and may require adjustment depending on actual ground conditions encountered.
- g) Excavation may be undertaken manually or using mechanical plant. The method will be determined on site based on access, safety and suitability.
- h) General works may include reinstatement, patios, fencing, walls, lawns, tree services, moss brushing, vegetation clearance or other maintenance works as described in the quotation.
- i) Waste removal, disposal, reinstatement, fencing, surfacing or third-party services are included only where stated in the quotation.
- j) Works apply only to the Treatment Area identified. Adjoining land is excluded unless expressly agreed.
- k) Photographs and videos may be taken for operational, reporting and evidential purposes. The use of anonymised images for marketing purposes is covered in Section 14 (Data Protection).

## 3. Customer Responsibilities

- a) The customer must provide safe, unrestricted access to the Property and all work areas during Working Hours.
- b) The customer must ensure gates, access routes and work areas are unlocked, clear and safe before each visit.
- c) Pets, children and household members must be kept away from work areas at all times.
- d) The customer must not disturb treated or excavated areas, including digging, cutting, planting or construction, unless agreed in advance.
- e) The customer must declare all known issues that may affect works, including underground services, drainage, unstable ground, buried materials, structures or restricted access.
- f) JBB Knotweed Solutions cannot accept liability for damage to undocumented or incorrectly identified utilities.
- g) The customer must obtain permission from neighbouring landowners where access is required.
- h) The customer must follow all safety and aftercare instructions provided.
- i) The customer must notify JBB Knotweed Solutions of any planned landscaping, building or garden works that may affect the treatment or excavation area.
- j) If the Property is to be sold, the customer must notify JBB Knotweed Solutions, provide new owner details and settle all outstanding payments before sale. The customer should seek independent legal advice regarding disclosure obligations.

## 4. Access and Working Conditions

- a) JBB Knotweed Solutions may refuse or suspend works if conditions are unsafe or unsuitable.
- b) Works may cause noise, vibration, dust, disruption or surface marking. The customer accepts that some disturbance is unavoidable.

- c) Machinery may cause marking or damage to lawns, gravel, paths or driveways. JBB Knotweed Solutions will take reasonable care but cannot guarantee avoidance of cosmetic damage.
- d) Excavation may expose buried items or structures not previously visible.
- e) Works may be rescheduled due to weather, ground conditions or safety concerns.
- f) Subcontractors may be used where appropriate. JBB Knotweed Solutions remains responsible for the overall delivery of the works.

## 5. Variations

- a) Variations may arise where infestation extends beyond survey assumptions, ground conditions differ, or additional works become necessary.
- b) Changes to excavation depth, method or extent may be required based on site conditions.
- c) Additional visits, reports, inspections, reinstatement or disposal requirements 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) Survey fees must be paid no later than 24 hours before the scheduled survey appointment to secure the date. If payment is not received within this timeframe, JBB Knotweed Solutions reserves the right to cancel or reschedule the appointment.
- c) Reports, treatment plans and completion documents will be issued only once payment is received.
- d) Variations and additional works will be invoiced separately.
- e) Works may be suspended where payment is overdue.
- f) Overdue accounts may be referred to debt recovery or legal representatives. Reasonable recovery costs may be charged.
- g) Payments must be made by bank transfer or another approved method. Cash will be accepted only where agreed in advance.
- h) If a treatment plan or works are cancelled after commencement, no refund will be due for work completed or for elements of the programme that cannot reasonably be delivered.

## 7. Delays

- a) Works may be delayed due to weather, ground conditions, safety concerns or seasonal limitations.
- b) Delays caused by lack of access, unsafe conditions or customer actions may result in aborted visits and additional charges.
- c) Repeated delays may require rescheduling, repricing or suspension of works.
- d) JBB Knotweed Solutions is not responsible for deterioration, spread or reduced effectiveness caused by delays outside its control.

## 8. Re-inspections and Additional Visits

- a) Visits requested outside the agreed scope, including reassurance visits or additional documentation, are chargeable.
- b) If treatment effectiveness is affected by factors outside JBB's control, re-inspection visits will be chargeable.
- c) New infestation identified after the initial survey will require a separate quotation.
- d) Visits are scheduled by day rather than time. Arrival times cannot be guaranteed.

## 9. Cancellations and Termination

- a) Customers may cancel within the Cooling-off Period. If work begins at the customer's request during this period, charges will apply for work completed.
- b) After the Cooling-off Period, at least 48 Working Hours' notice is required to cancel a scheduled visit.
- c) Missed access or late cancellation may be charged in full.

- d) JBB Knotweed Solutions may suspend or terminate works for non-payment, repeated access issues, unsafe behaviour or abuse.
- e) If works are cancelled by JBB Knotweed Solutions for safety or operational reasons, a new date will be arranged.

#### 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 testing may be required to classify waste and may be chargeable.
- c) Waste will be disposed of at a licensed facility unless otherwise agreed.
- d) Waste transfer documentation will be provided where required.

#### 11. Reinstatement and General Works

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

#### 12. Force Majeure

JBB Knotweed Solutions is not liable for delays or failures caused by events beyond its control, including severe weather, illness, supply disruption, legal restrictions, vandalism 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 neighbouring land, soil movement or customer disturbance.
- d) JBB Knotweed Solutions is not liable for damage to undocumented utilities.
- e) JBB Knotweed Solutions is not liable for loss of property value, delays in property sales or other consequential losses.
- f) Reports reflect conditions at the date of inspection only.
- g) Total liability is limited to the value of the contract except where liability cannot be limited by law.
- h) Nothing excludes liability for death, personal injury or fraud.

#### 14. Data Protection

Personal 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. Anonymised photographs may be used for marketing purposes. Identifiable images will only be used with consent. Customers may opt out of marketing communications at any time.

#### 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.