



DAVID WILSON HOMES

WHERE QUALITY LIVES

Invasive Species Management Plan Cheeryfield Drive, Kirkby

April 2025



EBSFORD ENVIRONMENTAL

EXECUTIVE SUMMARY

Ebsford Environmental Ltd are a consulting and contracting partner specialising in the management of invasive species. We lead the way in delivering efficient, environmentally sustainable, and cost-effective projects to a varied client base nationwide, with a unique service offered through a range of bespoke solutions. Our work is accredited by the two leading industry governing bodies: The Invasive Non-Native Specialist Association (INNSA) and the Property Care Association (PCA). We were the first UK company to obtain dual membership of these professional bodies that set standards and ensure projects are in line with current best practice. Our delivery of projects was recognised in 2019 when we were awarded the Contractor of the Year Award by the Property Care Association and in 2020 received double Green Apple Awards for innovation and sustainability within the construction and innovation categories, and the 2021 World Green Award.

AWARDS AND ACCREDITATIONS



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1.0 INTRODUCTION

Client:	David Wilson Homes
Commissioned by:	Katy Willmott
Date Prepared:	11 th April 2025
Prepared By:	Harrison Carney Consultant M: 07940489477 E: harrisoncarney@Ebsford.co.uk
Job Number:	5769

PROPOSED END USE:

Housing Development

TIMESCALES FOR MANAGEMENT:

Depending on option selected

INFESTATION WITHIN DEVELOPMENT

FOOTPRINT:

Yes



No



OPTIONS RECOMMENDED:

Off-site disposal

LOCATION:



2.0 SURVEY OVERVIEW

2.1 Introduction

Ebsford Environmental Ltd were commissioned by Katy Willmott to undertake a survey to assess the identified INNS Species at Cheeryfield Drive, Kirkby. The survey was undertaken on the 12th March 2025 by Harrison Carney, Project Consultant. The objective of this document is to provide the visible baseline location and extent of the invasive non-native species (INNS) that are listed under Schedule 9 of the Wildlife and Countryside Act. Ebsford will assess the impact, risk and barriers to the site and provide fully costed options available whilst covering your duty of care.

2.2 Survey Method

Our surveyors are all Property Care Association (PCA) qualified surveyors for Japanese knotweed and have extensive experience regarding the identification of the relevant species at all times of year. This includes the three species of Japanese knotweed: *Reynoutria japonica*, *Reynoutria japonica x sachalinensis* & *Fallopia sachalinensis* and all other species as listed within Schedule 9 Part II of the Wildlife & Countryside Act 1981 (as amended)¹. Any material that could be considered a controlled waste under the Environmental Protection Act 1990 (as amended)².

Ebsford follow the INNSA Code of Practice which has been produced by experts within the field at the request of the Environment Agency to replace the withdrawn Code of Practice for Developers. It demonstrates the current best practice for the management of Japanese knotweed in the industry. As a regulating body within the construction industry INNSA members subscribe to the Invasive Code of Practice to improve standards within the industry and offer peace of mind to clients. This dedication to high standards and working in line with best practice is entrenched in everything Ebsford does, not simply for Japanese knotweed.

2.3 Invasive Non-Native Species & Legislation

The Great Britain Invasive Non-Native Species (INNS) Strategy define INNS as species whose introduction and/or spread threaten biological diversity or have other unforeseen impacts (Department of Food & Rural Affairs et al., 2015). Although the strategy focuses on prevention and rapid response of species yet to arrive in GB, it recognises the need to manage the impacts of those species already established.

In the UK there are several statutory instruments regarding INNS with the aim of preventing the spread of these species. The following examples are not an exhaustive list but demonstrate the breadth of legislation. For further information see the Property Care Associations summary of legislation impacting Japanese knotweed.

- Wildlife & Countryside Act (1981) aims to prevent the spread of Schedule 9 species into the wild where they pose a threat to biodiversity and ecosystems. Section 14(2) states: if any person plants or otherwise causes to grow in the wild any plant which is included in Part II of Schedule 9, shall be guilty of an offence.
- Environmental Protection Act (1990) contains several legal provisions concerning INNS. Any soil or waste containing propagules of a plant species listed in Schedule 9 that is to be removed from a site and are considered to have the potential to cause ecological harm are deemed "Controlled Waste" or "Directive Waste". It is not an offence under the WCA to have these invasive species on your land, but it is an offence to cause the spread.

2.4 Site Observations

Ebsford accessed the previously identified Japanese Rose at Cherryfield Drive. The site surroundings are predominantly residential, with a mix of housing developments and green spaces. The site encompasses a combination of open grassland, scattered trees and hedgerows along its perimeters. Notably, there are several footpaths and informal access points connecting the surrounding roads, which could serve as potential vectors for the introduction of invasive species through fly-tipping.

During the visit, Japanese rose was confirmed within the site and a baseline location of each instance was recorded. No other INNS were identified, however, given the access limits to all areas of site, the time of year of which the survey took place and site's proximity to residential areas and public pathways, there is a moderate risk of future introduction of INNS. Future monitoring is recommended, especially in areas adjacent to the footpaths and access points.

2.5 Japanese Rose

Japanese rose (*Rosa rugosa*) is an invasive deciduous shrub listed under the Wildlife and Countryside Act 1981, rev.2, meaning that it is an offence to plant or otherwise enable growth in the wild. The Japanese Rose is native to east Asia and was introduced to the UK in the late 18th century and is now typically found in hedgerows, sand dunes, sea cliffs, road verges and waste ground. The Japanese Rose is characterised by its purple/pink roses, which flower from June and July and bears fruits in the autumn. The rose forms dense thickets, which can cover native species and reduce biodiversity in the surrounding vicinity and dominating amenity planting. The Japanese rose spreads via seeds, which are dispersed in many ways including garden escapes and fly tipping.



3.0 OPTION APPRAISAL

Ebsford has thoroughly evaluated all potential solutions to ensure a clean, manageable site that allows development works to proceed without delay. We have outlined what we believe are the best options for ensuring compliance with industry best practices, utilising a PCA and INNSA-approved contractor. These methods are described in detail below.

3.1 Off-site disposal

Please see Ebsford's recommendations of the off-site disposal methodology below. When evaluating a mechanical solution, it is prudent that the volume to be managed takes into consideration the density and maturity of the species, drawing on previous experience in growth patterns and species establishment, as well as the volume quantification calculated on site. Ebsford have estimated an approximate area of 18m² of Japanese Rose. Ebsford are always transparent with volumes, working with the client to ensure the most cost-efficient solution is implemented.

3.1.1 System overview

Our trained and experienced supervisors would ensure that all visible contaminated material from within the development footprint is removed, no cross-contamination occurs, and all machinery used during the process will be clean on completion of the works. In order to reduce disposal volumes, material is always excavated under the Ebsford site manager's supervision – excavation proceeds to the extent of the rhizome network. A suitable pre-designated stockpile area will be utilised for the excavated material; excavations will proceed commencing from the furthest identified rhizome in 200mm layers to allow the sides and formation of each layer to be inspected by the Ebsford site manager.

The Environmental Protection Act, 1990 Section 33 (EPA 1990) contains legal provisions concerning 'controlled waste'. Any soil and waste containing propagules of a plant species listed in Schedule 9 (WCA 1981, as amended) that you discard, intend to discard or are required to discard are considered to have the potential to cause ecological harm and hence deemed "Controlled Waste" or "Directive Waste" (Waste Management Licensing Regulations (WMLR) 1994 as amended). As such, removal of material is always to a landfill site registered to accept such material. Ebsford will ensure all biosecurity measures are closely followed during all elements of the project, including the loading of wagons with contaminated material ready for disposal to landfill; all haulage routes will also be checked upon completion of the works. Post-works, all documentation such as waste carriers licence and waste transfer notes can be issued to the client. Our standard post excavation procedure is to ensure the excavation is safe following our works. This involves utilising site won material from the surrounding area, to reduce the angle of repose and allow access by foot.

Please note, this methodology is based on available access for all plant and machinery required, including wagons.

3.2 On-site management

Should offsite disposal not be the preferred option, Ebsford can recommend an alternative management onsite. This would also include the excavation of the plant and surrounding contaminated soils. Then all associated material will be carefully transported to a designated Public Open Space (POS) management area, selected for its low disturbance risk and safe distance from future construction activities.

Once deposited, the material will be managed via a herbicide treatment regime aimed at exhausting the plant's regenerative capacity over time. The POS area must remain undisturbed throughout the management period to ensure treatment effectiveness and biosecurity.

Where appropriate, the POS management area may be integrated into the site's wider landscaping strategy following treatment. Alternatively, should a cut-and-fill strategy be available, burial of the contaminated soils could be considered. In this case, a minimum of 2 metres of clean cover is required over the buried material to meet biosecurity standards and ensure long-term containment.

3.2.1 Herbicide treatment programme

Once the infestation has been relocated to a designated on-site treatment area, Ebsford will implement a two-year herbicide programme, consisting of three visits per year in both 2026 and 2027.

Following the completion of the two-year programme, Ebsford will conduct a site review to assess treatment success and discuss any further control measures if necessary. A non-residual herbicide (Glyphosate) will be applied, which is safe for use near watercourses, trees, shrubs, and bushes. Ebsford will also submit the necessary applications to the Environment Agency (EA) for approval to use herbicides in proximity to a watercourse.

Implementing an herbicide management plan would certainly achieve species reduction and would cover the client's duty of care. Treatments will be applied to any new growth throughout the season, herbicide treatments will be applied every four to six weeks as follows with the main program commencing in 2026.

On each visit an assessment of the species will be made to determine:

- 1) the quantity of live growth and health of the infestation;
- 2) impact of previous treatments; and
- 3) the quantity of herbicide required for treating the species on that specific visit.

Ebsford operatives hold relevant qualifications of competence required for the application of herbicides, namely the relevant NPTC PA1 and PA6 certificates, and best practice is always adhered to in chemical dilution, always following chemical product labels. Herbicides are administered via foliar application with knapsack sprayers. Ebsford conduct herbicide applications in line with best practice as per the INNSA Code of Practice, which stipulates strict guidelines for its' members to follow, for example the effect on the surrounding environment is minimised by using only the necessary quantity of herbicide, recommended dosage rates are always followed. Safety and control measures are followed closely on all visits, such as the use of Personal Protective Equipment, namely a spray suit, gloves and face shield. Knapsacks are filled inside the Ebsford vehicle using a drip tray to avoid spillages. In order to protect the environment as far as possible when applying herbicides, only the target species' foliage is sprayed, taking care to ensure drift of the herbicide is kept to a minimum. Ebsford are highly diligent in health and safety procedures, ensuring risks to operatives as well as the public and the environment are minimised throughout all herbicidal application works.

4.0 BUDGET ANALYSIS

4.1 Off-site Disposal

Element Description	Unit	Number	Total
Ebsford site management for 1 day - Biosecurity measures - RAMS and method statement preparation - Site supervision of excavation and offsite disposal of all contaminated material and ground Ebsford to supply all plant including operation, delivery, fuel, welfare and consumables: - 15T excavator - Site management and staff - 2 Wagon loads to landfill Completion report at end of works	Day	1	£6,400
TOTAL (excluding VAT)			£6,400 + VAT

The above quotation is under the assumption the material to be removed is to be disposed at the lower rate landfill tax, this will involve herbicide treatments to reduce the vegetation content in this area prior to removal. the above is also based on the receipt of SI reports or soil tests being completed and material is classified as non-hazardous controlled waste: if soil test results prove otherwise, delays may be necessary and extra costs may also be incurred. Costs for landfill are based on the current rate and are also subject to any change in environmental and/or landfill tax guidance or legislation. Any additional loads outside of the two quoted will be charged at £950+VAT.

4.2 On-site management

Element Description	Unit	Number	Total
Ebsford site management for 1 day - Biosecurity measures - RAMS and method statement preparation - Site supervision of excavations, movement and laydown of contaminated ground at a designated POS area. Ebsford to supply all plant including operation, delivery, fuel, haulage, welfare and consumables: - 15T excavator - Suitable Dumpers - Site management and staff Completion report at end of works	Day	1	£4,700
TOTAL (excluding VAT)			£4,700 + VAT

4.3 Herbicide treatment programme

Element Description	Unit	Number	Total
Three herbicide treatment visits between April and July 2026 & 2027	Visit	6	£1,800
TOTAL (excluding VAT)			£1,800 + VAT

5.0 ASSUMPTIONS

The above estimated quote assumes we are acting as subcontractor to the clients principal contractor (PC).

There will be access to the site adequate for machinery.

It also assumes there are no buried services which can slow the remediation process and potentially cause harm to workers.

6.0 REFERENCES

Department of Food & Rural Affairs, The Scottish Government, Welsh Government, 2015. The Great Britain Invasive Non-native Species Strategy.

QField: Efficient field work built for QGIS. URL <https://qfield.org/> (accessed 9.12.22). QGIS, 2022. QGIS Geographic Information System.

QGIS Association. [WWW Document]. URL <https://www.qgis.org/en/site/> (accessed 9.12.22).

Wildlife and Countryside Act 1981, c. 69. Available at: <http://www.legislation.gov.uk/ukpga/1981/69/contents> [Accessed 16th April 2021]

7.0 TERMS & CONDITIONS

Interpretation

“Client” means the person named on the proposal document for whom the contractor has agreed to provide the specified service in accordance with these Terms. “Contract” means the contract provision of the specified service. “Contractor” means Ebsford Environmental Ltd. “Specified Service” means the service to be provided by the Contractor for the Client & referred to in the proposal.

Acceptance of Terms & Conditions

The client will be deemed to have accepted these terms & conditions on agreeing the contract, proposal, or any such agreement verbally, in writing or electronically.

The Contractor/Consultant

The Contractor/Consultant agrees to perform the work in a competent manner and in accordance with good practice and known science as applied to arboriculture and ecology, as specified in the proposal document, which forms part of this contract.

Payment

On completion of each stage of the contract an invoice will be submitted for the agreed sum. Unless otherwise agreed in writing, this invoice will fall due for immediate payment with full and final settlement required in 30 days from the date of invoice. Value Added Tax will be charged at the current rate where applicable. Any payments overdue by 60 days may result in suspension of services which would be of serious detriment to any continuous herbicidal treatment programme & an assessment will need to be made as to whether we can commit to the original eradication date. We reserve the right to pass any late payments to a 3rd party debt collection agency where further fees may apply.

Warranties

Where applicable our services are back up by either a 5 year or 10 year warranty issued on completion of the contract. All warranties come in to effect as of the eradication date. We reserve the right to revoke any warranty where the full contract value has not been paid.

Complaints

Any complaints arising from work performed under this contract must be made within 7 days from the date of invoice, unless otherwise agreed in writing.

Disputes

Any disputes arising under these terms & conditions shall be determined by English Law.

Expiry of Quotation

The contractor reserves the right to withdraw and re-price work if the client does not accept the quotation within 30 days of submission, unless otherwise agreed in writing

Cancellation

Any cancellation made outside of 7 days from acceptance of the terms & conditions, but prior to work commencing will be subject to a cancellation fee of 10% of the contract value. Where a contract has commenced & visits undertaken, a cancellation fee of 20% of the remaining contract value staged payments will be charged.

Visit Cancellation

Any cancellation made outside of 7 days from arrangements for access will be subject to a cancellation fee of £250.00 + VAT. Where a contract has commenced & visits are attempted but not possible, a cancellation fee of £500.00 + VAT will be charged.

Completion of Contract

Completion of contract is dependent on weather conditions. Work operations delayed by poor weather will be resumed as soon as conditions allow. Any additional expense incurred by the contractor for changes to the site conditions outside of our control will be charged at our cost price plus 15%. Details of such costs will be submitted in writing prior to work commencing. Any cancellation forced by these additional costs will be subject to the charges detailed in the "Cancellation" section of this document.

Forces Majeure

The contractor will not be liable in damages or otherwise for non-performance of contract because of adverse weather conditions, strikes, lockouts, war and civil commotion, or lack of adequately skilled labour due to causes beyond our control. Further, the contractor retains the right in such circumstances to cancel the Contract in whole or in part. Completion dates shall be contingent upon weather conditions.

Insurance Cover

The contractor will maintain a level of £5,000,000 Third Party and Public Liability Insurance & £10,000,000 Employers Liability Insurance throughout the contract period for any damages to persons or property resulting from the implementation of this contract.

Data Protection Act

The client's details will be held on the contractor's computer database. The information will not be made available to external companies.

Tree Preservation Orders & Conservations Areas

Any trees in close proximity to treatment areas on under this contract may be subject to a Tree Preservation Order or in a Conservation Area. It shall be the client's responsibility to notify Ebsford Environmental Ltd.

Private Covenants

Investigation of Private Covenants shall be the responsibility of the client and no liability is accepted by the contractor for a breach of any such Covenant.

Site Conditions

The contract price is based on the site conditions, existing at the time of the formation of the contract, remaining unchanged for the duration of the contract.

General

If any provision of these terms is held by any court or other competent authority to be invalid or unenforceable in whole, or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected. Law shall apply to the contract, and the parties agree to submit to the non-exclusive jurisdiction of the courts.