

YOUR ONESURVEY HOME REPORT

ADDRESS

Rosewood lodge
Twynholm, Kirkcudbright
DG6 4NQ

PREPARED FOR

Alaistair Weatherbe

INSPECTION CARRIED OUT BY:



SELLING AGENT:

Primrose & Gordon

HOME REPORT GENERATED BY:



Document Index

Document	Status	Prepared By	Prepared On
Single Survey	Final	Dumfries - Allied Surveyors Scotland Ltd	07/08/2025
Mortgage Certificate	Final	Dumfries - Allied Surveyors Scotland Ltd	07/08/2025
Property Questionnaire	Final	Mr. Alastair Weatherbe	
EPC	FileUploaded	Dumfries - Allied Surveyors Scotland Ltd	12/07/2025
Additional Documents	FileUploaded		

Important Notice:

This report has been prepared for the purposes and use of the person named on the report. In order to ensure that you have sight of a current and up to date copy of the Home Report it is **essential** that you log onto www.onesurvey.org (free of charge) to download a copy personalised in your own name. This enables both Onesurvey and the Surveyor to verify that you have indeed had sight of the appropriate copy of the Home Report prior to your purchasing decision. This personalised report can then be presented to your legal and financial advisers to aid in the completion of your transaction. **Failure to obtain a personalised copy may prevent the surveyor having any legal liability to you as they will be unable to determine that you have relied on this report prior to making an offer to purchase.**

Neither the whole, nor any part of this report may be included in any published document, circular or statement, nor published in any way without the consent of Onesurvey Ltd. Only the appointed Chartered Surveyor can utilise the information contained herein for the purposes of providing a transcription report for mortgage/loan purposes.

P A R T 1 .

SINGLE SURVEY

A report on the condition of the property, with categories
being rated from 1 to 3.



Single Survey

Survey report on:

Executry Of	Mr. Alastair Weatherbe
Selling address	Rosewood lodge Twynholm, Kirkcudbright DG6 4NQ
Date of Inspection	11/07/2025
Prepared by	Simon Allen, Bsc MRICS Dumfries - Allied Surveyors Scotland Ltd

SINGLE SURVEY TERMS AND CONDITIONS (WITH MVR)

PART 1 - GENERAL

1.1 THE SURVEYORS

The Seller has engaged the Surveyors to provide the Single Survey Report and a generic Mortgage Valuation Report for Lending Purposes. The Seller has also engaged the Surveyors to provide an Energy Report in the format prescribed by the accredited Energy Company.

The Surveyors are authorised to provide a transcript or retype of the generic Mortgage Valuation Report on to Lender specific pro-forma. Transcript reports are commonly requested by Brokers and Lenders. The transcript report will be in the format required by the Lender but will contain the same information, inspection date and valuation figure as the generic Mortgage Valuation Report and the Single Survey. The Surveyors will decline any transcript request which requires the provision of information additional to the information in the Report and the generic Mortgage Valuation Report until the Seller has conditionally accepted an offer to purchase made in writing.

Once the Seller has conditionally accepted an offer to purchase made in writing, the Purchaser's lender or conveyancer may request that the Surveyors provide general comment on standard appropriate supplementary documentation. In the event of a significant amount of documentation being provided to the Surveyors, an additional fee may be incurred by the Purchaser. Any additional fee will be agreed in writing.

If information is provided to the Surveyors during the conveyancing process which materially affects the valuation stated in the Report and generic Mortgage Valuation Report, the Surveyors reserve the right to reconsider the valuation. Where the Surveyors require to amend the valuation in consequence of such information, they will issue an amended Report and generic Mortgage Valuation Report to the Seller. It is the responsibility of the Seller to ensure that the amended Report and generic Mortgage Valuation Report are transmitted to every prospective Purchaser.

The individual Surveyor will be a member of the Royal Institution of Chartered Surveyors who is competent to survey, value and report upon Residential Property.¹

If the Surveyors have had a previous business relationship within the past two years with the Seller or Sellers Agent or relative to the property, they will be obliged to indicate this by ticking the adjacent box.



The Surveyors have a written complaints handling procedure. This is available from the offices of the Surveyors at the address stated.

1.2 THE REPORT

The Surveyors will not provide an amended Report on the Property, except to correct factual inaccuracies.

¹ Which shall be in accordance with the current RICS Valuation Standards (the Red Book) and RICS Codes of Conduct

The Report will identify the nature and source of information relied upon in its preparation.

The Surveyor shall provide a Market Value of the Property, unless the condition of the Property is such that it would be inappropriate to do so. A final decision on whether a loan will be granted rests with the Lender who may impose retentions in line with their lending criteria. The date of condition and value of the property will be the date of inspection.

To date, Purchasers have normally obtained their own report from their chosen Surveyor. By contrast, a Single Survey is instructed by the Seller and made available to all potential Purchasers in expectation that the successful Purchaser will have relied upon it. The Royal Institution of Chartered Surveyors rules require disclosure of any potential conflict of interest when acting for the Seller and the Purchaser in the same transaction. The Single Survey may give rise to a conflict of interest and if this is of concern to any party they are advised to seek their own independent advice.

The Report and any expressions or assessments in it are not intended as advice to the Seller or Purchaser or any other person in relation to an asking price or any other sales or marketing decisions.

The Report is based solely on the Property and is not to be relied upon in any manner whatsoever when considering the valuation or condition of any other property.

If certain minor matters are mentioned in the Report it should not be assumed that the Property is free of other minor defects.

Neither the whole nor any part of the Report may be published in any way, reproduced or distributed by any party other than the Seller, prospective purchasers and the Purchaser and their respective professional advisers without the prior written consent of the Surveyors.

1.3 LIABILITY

The Report is prepared with the skill and care reasonably to be expected of a competent residential surveyor who is a member of the Royal Institution of Chartered Surveyors.

The Report is addressed to the Seller and was prepared in the expectation that it (or a complete copy) along with these Terms and Conditions (or a complete copy) would (or, as the case might be, would have been) be disclosed and delivered to

- the Seller;
- any person(s) noting an interest in purchasing the Property from the Seller;
- any person(s) who make(s) (or on whose behalf is made) an offer to purchase the Property, whether or not that offer is accepted by the Seller;
- the Purchaser; and
- the professional advisers of any of these.

The Surveyors acknowledge that their duty of skill and care in relation to the Report is owed to the Seller and to the Purchaser. The Surveyors accept no responsibility or liability whatsoever in relation to the Report to persons other than the Seller and the Purchaser. The Seller and Purchaser should be aware that if a Lender seeks to rely on this Report they do so at their own risk. In particular, the Surveyors accept no responsibility or liability whatsoever to any Lender in relation to the Report. Any such Lender relies upon the Report entirely at their own risk.

1.4 GENERIC MORTGAGE VALUATION REPORT

The Surveyors undertake to the Seller that they will prepare a generic Mortgage Valuation Report, which will be issued along with the Single Survey. It is the responsibility of the Seller to ensure that the generic Mortgage Valuation Report is provided to every potential Purchaser.

1.5 TRANSCRIPT MORTGAGE VALUATION FOR LENDING PURPOSES

The Surveyors undertake that on being asked to do so by a prospective purchaser, or his/her professional advisor or Lender, they will prepare a Transcript Mortgage Valuation Report for Lending Purposes on terms and conditions to be agreed between the Surveyors and Lender and solely for the use of the Lender and upon which the Lender may rely. The decision as to whether finance will be provided is entirely a matter for the Lender. The Transcript Mortgage Valuation Report will be prepared from information contained in the Report and the generic Mortgage Valuation Report. 2

1.6 INTELLECTUAL PROPERTY

All intellectual property rights whatsoever (including copyright) in and to the Report, excluding the headings and rubrics, are the exclusive property of the Surveyors and shall remain their exclusive property unless they assign the same to any other party in writing.

1.7 PAYMENT

The Surveyors are entitled to refrain from delivering the Report to anyone until the fee and other charges for it notified to the Seller have been paid. Additional fees will be charged for subsequent inspections and Reports.

1.8 CANCELLATION

The Seller will be entitled to cancel the inspection by notifying the Surveyor's office at any time before the day of the inspection.

The Surveyor will be entitled not to proceed with the inspection (and will so report promptly to the Seller) if after arriving at the property, the Surveyor concludes that it is of a type of construction of which the surveyor has insufficient specialist knowledge to be able to provide the inspection satisfactorily. The Surveyor will also be entitled not to proceed if after arriving at the property, the surveyor concludes that the property is exempt under Part 3 of The Housing (Scotland) Act 2006 as detailed in the (Prescribed Documents) Regulations 2008. If there is a potential threat to their health or personal safety, the inspection may be postponed or cancelled, at the Surveyor's discretion.

In the case of cancellation or the inspection not proceeding, the Surveyor will refund any fees paid by the Seller for the inspection and Report, except for

expenses reasonably incurred and any fee due in light of the final paragraph of this section.

In the case of cancellation by the Seller, for whatever reason, after the inspection has taken place but before a written report is issued, the Surveyor will be entitled to raise an Invoice equivalent to 80% of the agreed fee.

1.9 PRECEDENCE

If there is any incompatibility between these Terms and Conditions and the Report, these Terms and Conditions take precedence.

1.10 DEFINITIONS

- the "Lender" is the party who has provided or intends or proposes to provide financial assistance to the Purchaser towards the purchase of the Property and in whose favour a standard security will be granted over the Property;
- the "Transcript Mortgage Valuation Report for Lending Purposes" means a separate report, prepared by the Surveyor, prepared from information in the Report and the generic Mortgage Valuation Report, but in a style and format required by the Lender. The Transcript Mortgage Valuation Report for Lending Purposes will be prepared with the skill and care reasonably to be expected from a surveyor who is a member of the Royal Institution of Chartered Surveyors and who is competent to survey, value and report on the Property;
- the "Generic Mortgage Valuation Report" means a separate report, prepared by the Surveyor from information in the Report but in the Surveyor's own format.
- the "Market Value" is *The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion*
- the "Property" is the property which forms the subject of the Report;
- the "Purchaser" is the person (or persons) who enters into a contract to buy the Property from the Seller;
- a "prospective Purchaser" is anyone considering buying the Property.
- the "Report" is the report, of the kind described in Part 2 of these Terms and Conditions and in the form set out in part 1 of Schedule 1 of the Housing (Scotland) Act 2006 (Prescribed Documents) Regulations 2008;
- the "Seller" is/are the proprietor(s) of the Property;
- the "Surveyor" is the author of the Report on the Property; and

² Which shall be in accordance with the current RICS Valuation Standards (the Red Book) and RICS Rules of Conduct.

- the "Surveyors" are the firm or company of which the Surveyor is an employee, director, member or partner (unless the Surveyor is not an employee, director, member or partner, when the "Surveyors" means the Surveyor) whose details are set out at the head of the Report.
- the "Energy Report" is the advice given by the accredited Energy Company, based on information collected by the Surveyor during the Inspection, and also includes an Energy Performance Certificate, in a Government approved format.

PART 2 – DESCRIPTION OF THE REPORT

2.1 THE SERVICE

The Single Survey is a Report by an independent Surveyor, prepared in an objective way regarding the condition and value of the Property on the day of the inspection, and who is a member of the Royal Institution of Chartered Surveyors. It includes an Energy Report as required by Statute and this is in the format of the accredited Energy Company. In addition, the Surveyor has agreed to supply a generic Mortgage Valuation Report.

2.2 THE INSPECTION

The Inspection is a general surface examination of those parts of the Property which are accessible: in other words, *visible and readily available for examination from ground and floor levels, without risk of causing damage to the Property or injury to the Surveyor.*

All references to visual inspection refer to an inspection from within the property at floor level and from ground level within the site and adjoining public areas, without the need to move any obstructions. Any references to left or right are taken facing the front of the property.

The Inspection is carried out with the Seller's permission, without causing damage to the building or contents. Furniture, stored items and insulation are not moved.

Unless identified in the report the Surveyor will assume that no harmful or hazardous materials have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

The Surveyor will not carry out an asbestos inspection, and will not be acting as an asbestos inspector in completing a Single Survey of properties that may fall within the Control of Asbestos in the Workplace Regulations. In the case of flats it will be assumed that there is a duty holder, as defined in the Regulations and that a Register of Asbestos and effective Management Plan is in place, which does not require any expenditure, or pose a significant risk to health. No enquiry of the duty holder will be made.

2.3 THE REPORT

The Report will be prepared by the Surveyor who carried out the property inspection and will describe various aspects of the property as defined by the headings of the Single Survey report with the comments being general and unbiased. The report on the location, style and condition of the property, will be concise and will be restricted to matters that could have a material effect upon value and will omit items that, in the Surveyor's opinion, are not

significant. If certain minor matters are mentioned, it should not be interpreted that the property is free of any other minor defects.

Throughout the report, the following repair categories will be used to give an overall opinion of the state of repair and condition of the property.

2.3.1 Category 3: Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.

2.3.2 Category 2: Repairs or replacement requiring future attention, but estimates are still advised.

2.3.3 Category 1: No immediate action or repair is needed.

WARNING: If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions when the effect can be considerable.

Parts of the property, which cannot be seen or accessed, will not be reported upon and this will be stated. If the Surveyor suspects that a defect may exist within an unexposed area and which could have a material effect upon the value, he may recommend further investigation by specialist contractors.

2.4 SERVICES

Surveyors are not equipped or qualified to test the services and therefore no comment can be interpreted as implying that the design, installation and function of the services are in accordance/compliance with regulations, safety and efficiency expectations. However, comment is made where there is cause to suspect significant defects or shortcomings with the installations. No tests are made of any services or appliances.

2.5 ACCESSIBILITY

A section is included to help identify the basic information interested parties need to know to decide whether to view a property.

2.6 ENERGY REPORT

A section is included that makes provision for an Energy Report, relative to the property. The Surveyor will collect physical data from the property and provide such data in a format required by an accredited Energy Company. The Surveyor cannot of course accept liability for any advice given by the Energy Company.

2.7 VALUATION AND CONVEYANCER ISSUES

The last section of the Report contains matters considered relevant to the Conveyancer (Solicitor). It also contains the Surveyor's opinion both of the market value of the property and of the re-instatement cost, as defined below.

"Market Value" The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an

arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion. In arriving at the opinion of the Market Value the Surveyor also makes various standard assumptions covering, for example, vacant possession; tenure and other legal considerations; contamination and hazardous materials; the condition of un-inspected parts; the right to use mains services; and the exclusion of curtains, carpets etc. from the valuation. In the case of flats, the following further assumptions are made that:

- *There are rights of access and exit over all communal roadways, corridors, stairways etc. and to use communal grounds, parking areas, and other facilities;
- *There are no particularly troublesome or unusual legal restrictions;
- *There is no current dispute between the occupiers of the flats or any outstanding claims or losses; and the costs of repairs to the building are shared among the co-proprietors on an equitable basis.

Any additional assumption, or any found not to apply, is reported.

“Re-instatement cost” is an estimate for insurance purposes of the current cost of rebuilding the Property in its present form unless otherwise stated. This includes the cost of rebuilding the garage and permanent outbuildings, site clearance and professional fees, but excludes VAT (except on the fees).

Sellers or prospective Purchasers may consider it prudent to instruct a reinspection and revaluation after a period of 12 weeks (or sooner if appropriate) to reflect changing circumstances in the market and/or in the physical condition of the Property

1. INFORMATION AND SCOPE OF INSPECTION

This section tells you about the type, accommodation, neighbourhood, age and construction of the property. It also tells you about the extent of the inspection and highlights anything that the Surveyor could not inspect.

All references to visual inspection refer to an inspection from within the property without moving any obstructions and externally from ground level within the site and adjoining public areas. Any references to left or right in a description of the exterior of the property refer to the view of someone standing facing that part of the property from the outside.

The inspection is carried out without causing damage to the building or its contents and without endangering the occupiers or the Surveyor. Heavy furniture, stored items and insulation are not moved. Unless identified in the report the Surveyor will assume that no harmful or hazardous materials or techniques have been used in the construction. The presence or possible consequences of any site contamination will not be researched.

Services such as TV/cable connection, internet connection, swimming pools and other leisure facilities will not be inspected or reported on.

Description	The property consists of a semi-detached (linked) dormer cottage, providing accommodation on two floors.
Accommodation	Ground floor: Porch, entrance hall, living room, bedroom/dining room, kitchen and bathroom incorporating WC. Upper floor: Landing and 3 bedrooms (one of which is only accessible through another bedroom).
Gross internal floor area (m2)	Approximately 109 m ² (including upper floor accommodation where ceiling height exceeds 1.5 m).
Neighbourhood and location	The property is situated in a secluded rural setting, within an agricultural landscape. Local amenities are available in the nearby towns of Kirkcudbright and Castle Douglas, which are approximately 4 and 7 miles distant respectively.
Age	The property is estimated to date from the late 19th century.
Weather	Dry and sunny.
Chimney stacks	<i>Visually inspected with the aid of binoculars where required.</i> The property possesses a single chimney stack, which is of brick construction with lead flashings. The central heating boiler connects to a balanced flue.

Roofing including roof space	<p><i>Sloping roofs were visually inspected with the aid of binoculars where required.</i></p> <p><i>Flat roofs were visually inspected from vantage points within the property and where safe and reasonable to do so from a 3m ladder externally.</i></p> <p><i>Flat roofs have a limited life and depending on their age and quality of workmanship can fail at any time.</i></p> <p><i>Roof spaces were visually inspected and were entered where there was safe and reasonable access, normally defined as being from a 3m ladder within the property. If this is not possible, then physical access to the roof space may be taken by other means if the Surveyor deems it safe and reasonable to do so.</i></p> <p>The roof is pitched, timber framed and clad with slates over roofing felt and timber sarking boards. There are clay ridge tiles and concrete skew stones. Dormer window projections incorporated within the front and rear roof elevations appear to possess flat, bitumen felt covered roofs. The surface of these roofs could not be inspected. A Velux style window is incorporated within the front roof elevation.</p> <p>An inspection of the internal roof structure and remaining roof voids was severely restricted due to the incorporation of the upper floor accommodation within the roof void. A limited inspection was available through ceiling hatches above the landing and one of the bedrooms. This revealed the presence of mineral wool insulation above the uppermost ceilings to an average depth of approximately 300mm.</p>
Rainwater fittings	<p><i>Visually inspected with the aid of binoculars where required.</i></p> <p>Rainwater gutters and downpipes are formed in PVC.</p>
Main walls	<p><i>Visually inspected with the aid of binoculars where required. Foundations and concealed parts were not exposed or inspected.</i></p> <p>The main walls are of solid whinstone construction, pointed externally and strapped and dry lined internally with plasterboard or similar.</p>
Windows, external doors and joinery	<p><i>Internal and external doors were opened and closed where keys were available.</i></p> <p><i>Random windows were opened and closed where possible.</i></p> <p><i>Doors and windows were not forced open.</i></p> <p>Windows are of a UPVC framed casement or tilt and turn design, incorporating sealed unit double glazing. The external door fitted to the front porch is formed in timber. There are timber fascia boards at eaves level.</p>
External decorations	<p><i>Visually inspected.</i></p> <p>External joinery, concrete window sills, lintels and window returns have been painted.</p>

Conservatories / porches	<p>Visually inspected.</p> <p>The walls of the front porch are of stone construction, surmounted by a sloping, timber framed and bitumen felt covered roof. The external door is timber, whilst the window is UPVC framed and double glazed.</p>
Communal areas	<p>There are no common use areas within the building.</p>
Garages and permanent outbuildings	<p>Visually inspected.</p> <p>An adjoining annex comprises a studio with integral store room, extending in total to approximately 25m². This building is of stone construction under a pitched, profiled sheet metal clad roof. The outer door is formed in UPVC.</p> <p>An additional garden store adjoins the studio, formed of stone walls under a sloping, felt roof.</p>
Outside areas and boundaries	<p>Visually inspected.</p> <p>The property includes private garden ground, which generally lies to the side and rear of the cottage and is mostly laid to lawns, with areas of woodland alongside the boundaries. The grounds are estimated to extend to approximately 1.6 acres in total. The Spout Burn passes through the property, alongside the southern boundary.</p> <p>A shared driveway leads to an area of gravelled car parking at the front of the cottage.</p> <p>Property boundaries are generally defined by timber post and rylock fencing. The boundaries between this and the adjoining cottage are undefined, although had been marked with canes at the time of inspection. The full extent of the property should be confirmed with reference to title deeds.</p>
Ceilings	<p>Visually inspected from floor level.</p> <p>Ceilings would generally appear to be lined with plasterboard or similar.</p>
Internal walls	<p>Visually inspected from floor level.</p> <p>Using a moisture meter, walls were randomly tested for dampness where considered appropriate.</p> <p>Internal walls are either solid masonry with a plaster finish or consist of timber framed stud partitions lined with plasterboard or similar.</p>

Floors including sub floors	<p><i>Surfaces of exposed floors were visually inspected. No carpets or floor coverings were lifted.</i></p> <p><i>Sub-floor areas were inspected only to the extent visible from a readily accessible and unfixed hatch by way of an inverted "head and shoulders" inspection at the access point.</i></p> <p><i>Physical access to the sub floor area may be taken if the Surveyor deems it is safe and reasonable to do so, and subject to a minimum clearance of 1m between the underside of floor joists and the solum as determined from the access hatch.</i></p> <p>The floors are of solid concrete or suspended timber construction. An inspection of floor surfaces was severely restricted due to the presence of securely fitted floor coverings. Subfloor areas could not be accessed.</p>
Internal joinery and kitchen fittings	<p><i>Built-in cupboards were looked into but no stored items were moved.</i></p> <p><i>Kitchen units were visually inspected excluding appliances.</i></p> <p>Internal joinery generally consists of painted softwood skirting boards, facings, flush faced doors and surrounds. There are a number of glazed doors at ground level.</p> <p>The kitchen has been provided with a range of floor and wall mounted cupboard units, with painted, laminated doors and fitted worktops. There is an inset stainless steel sink unit.</p>
Chimney breasts and fireplaces	<p><i>Visually inspected. No testing of the flues or fittings was carried out.</i></p> <p>There is a redundant, blocked off fireplace in the living room, with timber surround and tiled hearth. An additional fireplace in the upper left-hand bedroom has been removed and built-up. The redundant flue has been vented.</p>
Internal decorations	<p><i>Visually inspected.</i></p> <p>Papered and/or painted finishes have been applied to most wall and ceiling surfaces. Internal joinery has been painted.</p>
Cellars	None.
Electricity	<p><i>Accessible parts of the wiring were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances.</i></p> <p><i>Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the Surveyor will state that in the report and will not turn them on.</i></p> <p>Mains electricity is connected, serving 13 amp square pin sockets. The electricity meter and fuse box are located in the entrance hall, with a separate consumer unit in the studio.</p>

Gas	<p>Accessible parts of the system were visually inspected without removing fittings. No tests whatsoever were carried out to the system or appliances.</p> <p>Visual inspection does not assess any services to make sure they work properly and efficiently and meet modern standards. If any services are turned off, the Surveyor will state that in the report and will not turn them on.</p> <p>Mains gas is connected and the external meter box is situated to the front of the dwellinghouse.</p>
Water, plumbing and bathroom fittings	<p>Visual inspection of the accessible pipework, water tanks, cylinders and fittings without removing any insulation.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>Mains water is connected and visible plumbing was generally seen to be copper. Bathroom fittings consist of a white suite comprising WC, wash hand basin and low level bath. There is an electric shower fitting above the bath. There is an additional wash hand basin in one of the bedrooms.</p>
Heating and hot water	<p>Accessible parts of the system were visually inspected apart from communal systems, which were not inspected.</p> <p>No tests whatsoever were carried out to the system or appliances.</p> <p>Central heating is provided by a gas fired Worcester Greenstar boiler, which is located in the landing cupboard and serves radiators throughout the property. The heating would appear to be controlled by a central programmer, room thermostat and individual thermostatic valves fitted to radiators.</p> <p>Domestic hot water is provided by the central heating boiler, on demand. As the boiler is of a combi design, no additional water storage tanks are required in the property.</p>
Drainage	<p>Drainage covers etc were not lifted.</p> <p>Neither drains nor drainage systems were tested.</p> <p>Drainage is understood to be to an individual private septic tank, located within the boundaries of the property.</p>

<p>Fire, smoke and burglar alarms</p>	<p>Visually inspected.</p> <p>No test whatsoever were carried out to any systems or appliances.</p> <p>Smoke detectors have been installed in the entrance hall, living room and upper landing, with a heat detector in the kitchen.</p> <p>There is now a requirement in place for compliant interlinked fire, smoke and heat detectors in residential properties. The new fire smoke and alarm standard came into force in Scotland in February 2022, requiring a smoke alarm to be installed in the room most frequently used for living purposes and in every circulation space on each floor. A heat alarm also requires to be installed in each kitchen. The alarms need to be ceiling mounted and interlinked. Where there is a carbon fuelled appliance such as a boiler, open fire or wood burner etc. a carbon monoxide detector is also required.</p> <p>The surveyor will only comment on the presence of a smoke detector etc. but will not test them, ascertain if they are in working order, interlinked and / or fully compliant with the fire and smoke alarm standard that was introduced in 2022.</p> <p>We have for the purposes of the report, assumed the system is fully compliant, if not then the appropriate compliant system will required to be installed prior to sale. This of course should be confirmed by your legal advisor.</p>
<p>Any additional limits to inspection</p>	<p>At the time of inspection, the property was unoccupied, although remained furnished. Floor coverings were present throughout the property, severely restricting an inspection of floor surfaces. Subfloor areas could not be accessed.</p> <p>Windows and external doors were not all fully opened or tested.</p> <p>With properties of this type and age, various parts of the structure, such as joists and lintels, are in direct contact with the main external walls, but are hidden from view behind wall linings etc and cannot be seen or reported upon. Those areas which were not inspected cannot be reported as being free from defect, and any comments regarding the condition of the property must be read in this context.</p> <p>The report does not include an asbestos inspection. However, asbestos was widely used in the building industry until around 2000, when it became a banned substance. If the possibility of asbestos based products has been reported within the limitations of the inspection and you have concerns you should engage a qualified asbestos surveyor.</p> <p>My physical inspection of the roof void area was restricted due to insulation material and lack of suitable crawl boards. As a result the roof void area was only viewed from the access hatches.</p> <p>Concealed areas beneath and around the bath were not visible. Water spillage in these areas can often be discovered unexpectedly with resultant damage to concealed parts of the fabric.</p>

Sectional Diagram showing elements of a typical house



Reference may be made in this report to some or all of the above component parts of the property. This diagram may assist you in locating and understanding these items.

2. CONDITION

This section identifies problems and tells you about the urgency of any repairs by using one of the above 3 categories:

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

Structural movement	
Repair category:	1
Notes:	Whilst minor cracks were identified in the exposed, south facing upper gable wall, these are not considered to be of ongoing structural concern. There is no evidence of significant structural movement currently affecting the property.

Dampness, rot and infestation	
Repair category:	1
Notes:	No indications of significant penetrating dampness, rot or active beetle infestation were identified within accessible areas of the property. The outer walls have been strapped and dry lined internally and damp meter readings could not therefore be taken directly from the stonework.

Chimney stacks	
Repair category:	1
Notes:	No significant defects were identified from ground level.

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

Roofing including roof space	
Repair category:	1
Notes:	<p>Ground level and restricted roof space inspections revealed no significant issues, although there are a number of broken slates requiring routine maintenance.</p> <p>The roofs above the dormer windows are flat and would appear to be covered with bitumen felt. It should be appreciated that roof coverings of this type tend to have a limited life expectancy and can fail without warning. Regular inspections by a competent roofing contractor are recommended.</p>

Rainwater fittings	
Repair category:	1
Notes:	<p>Weather conditions were dry at the time of inspection, thus restricting a full assessment of the effectiveness of the rainwater conductors. No obvious defects were identified from ground level.</p>

Main walls	
Repair category:	1
Notes:	<p>At the time of inspection, there was some eroded pointing to the rear wall of the property and an area of loose stonework to the upper wall surface adjacent to the bathroom window.</p> <p>Following the inspection, these matters were attended to, and documentary evidence provided.</p>

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

Windows, external doors and joinery

Repair category:	1
Notes:	<p>Windows were not all fully opened or tested, and it should be appreciated that some defects are only evident during certain weather conditions. Within the limitations of our inspection, no significant defects were noted.</p> <p>The seal to one of the double glazing units would appear to have failed, resulting in a build-up of condensation between the panes of glass. It is understood that arrangements have been made for the affected glazing unit to be replaced and prospective purchasers should satisfy themselves in this regard.</p>

External decorations

Repair category:	1
Notes:	<p>Whilst external decoration was in a satisfactory condition at time of inspection, regular decorative maintenance will be required.</p>

Conservatories / porches

Repair category:	2
Notes:	<p>The flat roof above the front porch is dated and suffering from general surface deterioration. Its life expectancy may prove to be limited. There appear to have been some repairs to the flashing between this roof and the wall of the cottage.</p>

Communal areas

Repair category:	
Notes:	Not applicable.

Garages and permanent outbuildings

Repair category:	1
Notes:	<p>No serious issues were identified in respect of the studio annex and outbuilding.</p>

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

Outside areas and boundaries

Repair category:	1
Notes:	<p>There is Japanese Knotweed growing alongside the stream, which passes through the property. This is a plant which is subject to control regulation, is considered to be invasive and one which can render a property unsuitable for some mortgage lenders. Removal must be undertaken in a controlled manner by specialist contractors. This can prove to be expensive.</p> <p>The knotweed is currently some distance from the dwellinghouse and outbuildings and, as such, is unlikely to impact on mortgage availability.</p> <p>It is understood that a contractual agreement has been made for the knotweed to be treated. Documents attached to this report issued by Eco Control Ltd include a report on their findings and proposals for its treatment over a 3 year period. This treatment is to be paid for by the seller and has already commenced. The Japanese Knotweed was in a state of die-back at the time of inspection, but follow up treatments have been arranged.</p> <p>Otherwise, the grounds were found to be in a reasonable state of repair, although continuing maintenance of outside areas and boundaries will be necessary.</p> <p>Whilst there is no evidence of recent flooding having affected the subjects, the property is identified on the Scottish Environmental Protection Agency (SEPA) website as being at risk.</p>

Ceilings

Repair category:	1
Notes:	No significant issues were noted.

Internal walls

Repair category:	1
Notes:	No significant issues were noted.

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

Floors including sub-floors

Repair category:	1
Notes:	No significant issues were noted.

Internal joinery and kitchen fittings

Repair category:	1
Notes:	Internal joinery and kitchen fittings are generally in reasonable condition relative to their age, normal wear and tear accepted.

Chimney breasts and fireplaces

Repair category:	1
Notes:	A visual inspection revealed no obvious issues. Flues could not be inspected.

Internal decorations

Repair category:	1
Notes:	Whilst decoration is largely a personal matter, the property is generally considered to be in good decorative order.

Cellars

Repair category:	
Notes:	Not applicable.

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

Electricity	
Repair category:	2
Notes:	<p>Aspects of the electrical installation are dated, most notably the fuse box in the entrance hall. It should be noted that relevant trade associations recommend that electrical installations be checked every five years or on change of ownership, in order to keep up to date with frequent changes in Safety Regulations. Further advice will be available from a qualified NICEIC/ SELECT registered Contractor. It should be appreciated that only recently constructed or rewired properties will have installations which fully comply with IET regulations.</p> <p>There is no evidence of recent testing of the electrical system. A competent electrical contractor should be instructed to test the system.</p>

Gas	
Repair category:	1
Notes:	<p>Trade bodies governing gas installations currently advise that gas appliances should be tested prior to change in occupancy and thereafter at least once a year by a Gas Safe registered contractor. It is assumed that gas appliances comply with relevant regulations.</p>

Water, plumbing and bathroom fittings	
Repair category:	1
Notes:	<p>No obvious defects were identified in the accessible water feed and plumbing systems. Bathroom fittings, whilst not tested, appear to be in sound condition, albeit the bath is dated and suffering from some surface discolouration.</p>

Category 3	Category 2	Category 1
Urgent repairs or replacement are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard. Estimates for repairs or replacement are needed now.	Repairs or replacement requiring future attention, but estimates are still advised.	No immediate action or repair is needed.

Heating and hot water

Repair category:	1
Notes:	<p>It is assumed that the central heating and hot water systems have been properly installed and maintained in accordance with all current regulations, with particular emphasis on flueing and ventilation requirements.</p> <p>The boiler appears to be of a modern, high-efficiency design. It is understood to have been recently installed and remain under warranty. Prospective purchasers should satisfy themselves in this regard.</p> <p>Failure to regularly test and service central heating boilers and associated fittings can increase safety risks and reduce efficiency.</p>

Drainage

Repair category:	1
Notes:	<p>A surface inspection within the immediate vicinity of the property revealed no obvious issues. It should however be appreciated that drainage is to a private installation and that the property owner will be responsible for any future maintenance and repair.</p>

Set out below is a summary of the condition of the property which is provided for reference only. You should refer to the comments above for detailed information.

Structural movement	1
Dampness, rot and infestation	1
Chimney stacks	1
Roofing including roof space	1
Rainwater fittings	1
Main walls	1
Windows, external doors and joinery	1
External decorations	1
Conservatories / porches	2
Communal areas	
Garages and permanent outbuildings	1
Outside areas and boundaries	1
Ceilings	1
Internal walls	1
Floors including sub-floors	1
Internal joinery and kitchen fittings	1
Chimney breasts and fireplaces	1
Internal decorations	1
Cellars	
Electricity	2
Gas	1
Water, plumbing and bathroom fittings	1
Heating and hot water	1
Drainage	1

Remember

The cost of repairs may influence the amount someone is prepared to pay for the property. We recommend that relevant estimates and reports are obtained in your own name.

Warning

If left unattended, even for a relatively short period, Category 2 repairs can rapidly develop into more serious Category 3 repairs. The existence of Category 2 or Category 3 repairs may have an adverse effect on marketability, value and the sale price ultimately achieved for the property. This is particularly true during slow market conditions where the effect can be considerable.

3. ACCESSIBILITY INFORMATION

Guidance Notes on Accessibility Information

Three steps or fewer to a main entrance door of the property: In flatted developments the 'main entrance' would be the flat's own entrance door, not the external door to the communal stair. The 'three steps or fewer' are counted from external ground level to the flat's entrance door. Where a lift is present, the count is based on the number of steps climbed when using the lift.

Unrestricted parking within 25 metres: For this purpose, 'Unrestricted parking' includes parking available by means of a parking permit. Restricted parking includes parking that is subject to parking restrictions, as indicated by the presence of solid yellow, red or white lines at the edge of the road or by a parking control sign, parking meters or other coinoperated machines.

1. Which floor(s) is the living accommodation on?	Ground and first floors
2. Are there three steps or fewer to a main entrance door of the property?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3. Is there a lift to the main entrance door of the property?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
4. Are all door openings greater than 750mm?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. Is there a toilet on the same level as the living room and kitchen?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
6. Is there a toilet on the same level as a bedroom?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
7. Are all rooms on the same level with no internal steps or stairs?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
8. Is there unrestricted parking within 25 metres of an entrance door to the building?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

4. VALUATION AND CONVEYANCER ISSUES

This section highlights information that should be checked with a solicitor or licensed conveyancer. It also gives an opinion of market value and an estimated re-instatement cost for insurance purposes.

Matters for a solicitor or licensed conveyancer

The assumed tenure is absolute ownership.

Access from the nearby public road is over a shared driveway. Details regarding the ownership, use and maintenance of the driveway should be confirmed with reference to title deeds.

Drainage is understood to be to a private septic tank located within the boundaries of the property. Details regarding the drainage installation should be confirmed and it should be ensured that it has been registered with SEPA.

There would not appear to have been any physical alterations undertaken to the property within the past 20 year period, for which local authority consent is likely to have been required.

Where items of maintenance or repair have been identified, the purchaser should satisfy themselves as to the costs and implications of these issues prior to making an offer to purchase.

Estimated re-instatement cost (£) for insurance purposes

£660,000

Six Hundred and Sixty Thousand Pounds. This figure is an opinion of an appropriate sum for which the property and substantial outbuildings should be insured against total destruction on a re-instatement basis assuming reconstruction of the property in its existing design and materials. Furnishings and fittings have not been included. No allowance has been included for inflation during the insurance period or during re-construction and no allowance has been made for VAT, other than on professional fees. Further discussions with your insurers is advised.

Valuation (£) and market comments

£350,000

The market value of the property as described in this report is Three Hundred and Fifty Thousand Pounds.

This figure assumes vacant possession and that the property is unaffected by any adverse planning proposals, onerous burdens, title restrictions or servitude rights.

Whilst there is no evidence of recent flooding having affected the subjects, the property is identified on the Scottish Environmental Protection Agency (SEPA) website as being at risk. It is assumed that buildings insurance will be available under normal terms. Prospective purchasers should satisfy themselves in this regard.

Report author:	Simon Allen, Bsc MRICS
Company name:	Dumfries - Allied Surveyors Scotland Ltd

Address:	35 Buccleuch Street Dumfries DG1 2AB
Signed:	Electronically Signed: 292243-26356689-8508
Date of report:	07/08/2025

P A R T 2 .

MORTGAGE VALUATION REPORT

Includes a market valuation of the property.





Mortgage Valuation Report

Property:	Rosewood lodge Twynholm, Kirkcudbright DG6 4NQ	Executry of Mr. Alastair Weatherbe Tenure: Absolute Ownership
Date of Inspection:	11/07/2025	Reference: CD/25/638

This report has been prepared as part of the seller's instructions to carry out a Single Survey on the property referred to above. The purpose of this report is to summarise the Single Survey for the purpose of advising a potential lender on the suitability of the property for mortgage purposes. The decision as to whether mortgage finance will be provided is entirely a matter for the lender. You should not rely on this report in making your decision to purchase but consider all the documents provided in the Home Report. Your attention is drawn to the additional comments elsewhere within the report which set out the extent and limitations of the service provided. This report should be read in conjunction with the Single Survey Terms and Conditions (with MVR). In accordance with RICS Valuation – Global Standards 2017 this report is for the use of the party to whom it is addressed or their named client or their nominated lender. No responsibility is accepted to any third party for the whole or any part of the reports contents. Neither the whole or any part of this report may be included in any document, circular or statement without prior approval in writing from the surveyor.

1.0 LOCATION

The property is situated in a secluded rural setting, within an agricultural landscape. Local amenities are available in the nearby towns of Kirkcudbright and Castle Douglas, which are approximately 4 and 7 miles distant respectively.

2.0 DESCRIPTION

2.1 Age:

The property is estimated to date from the late 19th century.

The property consists of a semi-detached (linked) dormer cottage, providing accommodation on two floors. A studio and store adjoin the cottage and there are private grounds extending to approximately 1.6 acres.

3.0 CONSTRUCTION

The principal roof is pitched, timber framed and slated.

Main walls are of solid whinstone construction, strapped and dry lined internally with plasterboard or similar.

Floors are of solid concrete or suspended timber construction.

4.0 ACCOMMODATION

Ground floor: Porch, entrance hall, living room, bedroom/dining room, kitchen and bathroom incorporating WC.

Upper floor: Landing and 3 bedrooms (one of the bedrooms is only accessible through another bedroom).

5.0 SERVICES (No tests have been applied to any of the services)

Water:	Mains	Electricity:	Mains	Gas:	Mains	Drainage:	Septic tank
Central Heating:	Gas fired combi boiler serving radiators.						

6.0 OUTBUILDINGS

Garage: None.

Others: Adjoining annex comprising studio and integral store. Garden store.

7.0	GENERAL CONDITION - <i>A building survey has not been carried out, nor has any inspection been made of any woodwork, services or other parts of the property which were covered, unexposed or inaccessible. The report cannot therefore confirm that such parts of the property are free from defect. Failure to rectify defects, particularly involving water penetration may result in further and more serious defects arising. Where defects exist and where remedial work is necessary, prospective purchasers are advised to seek accurate estimates and costings from appropriate Contractors or Specialists before proceeding with the purchase. Generally we will not test or report on boundary walls, fences, outbuildings, radon gas or site contamination.</i>				
The property is generally in reasonable condition for one of its age and character. A number of matters were however noted during the course of inspection and, whilst not exhaustive list, these typically include the following:-					
1. Whilst minor cracks were identified in the exposed, south facing upper gable wall, these are not considered to be of ongoing structural concern.					
2. There was some eroded pointing to the rear wall of the property and an area of loose stonework to the upper wall surface adjacent to the bathroom window. Repair works were completed after the date of inspection and documentary evidence has been provided.					
3. The seal to one of the double glazing units would appear to have failed, resulting in a build-up of condensation between the panes of glass. It is understood that arrangements have been made for the affected glazing unit to be replaced and prospective purchasers should satisfy themselves in this regard.					
4. The flat roof above the front porch is dated and suffering from general surface deterioration. Its life expectancy may prove to be limited.					
5. There is Japanese Knotweed growing alongside the stream, which passes through the property. This is a plant which is subject to control regulation, is considered to be invasive and one which can render a property unsuitable for some mortgage lenders. Removal must be undertaken in a controlled manner by specialist contractors. This can prove to be expensive. The knotweed is currently some distance from the dwellinghouse and outbuildings and, as such, is unlikely to impact on mortgage availability. It is understood that a contractual agreement has been made for the knotweed to be treated. Documents attached to the Home Report issued by Eco Control Ltd include a report on their findings and proposals for its treatment over a 3 year period. This treatment is to be paid for by the seller and has already commenced. The Japanese Knotweed was in a state of die-back at the time of inspection, but follow up treatments have been arranged.					
6. Aspects of the electrical installation are dated, most notably the fuse box in the entrance hall. There is no evidence of recent testing of the electrical system. A competent electrical contractor should be instructed to test the system.					
8.0	ESSENTIAL REPAIR WORK <i>(as a condition of any mortgage or, to preserve the condition of the property)</i>				
None.					
8.1 Retention recommended:		n/a			
9.0	ROADS & FOOTPATHS				
Access from the nearby public road is over a shared driveway.					
10.0	BUILDINGS INSURANCE (£):	660,000	GROSS EXTERNAL FLOOR AREA	158	Square metres
	<i>This figure is an opinion of an appropriate sum for which the property and substantial outbuildings should be insured against total destruction on a re-instatement basis assuming reconstruction of the property in its existing design and materials. Furnishings and fittings have not been included. No allowance has been included for inflation during the insurance period or during re-construction and no allowance has been made for VAT, other than on professional fees. Further discussions with your insurers is advised.</i>				
11.0	GENERAL REMARKS				

At the time of inspection, the property was unoccupied, although remained furnished. Floor coverings were present throughout. Weather conditions were dry

Access from the nearby public road is over a shared driveway. Details regarding the ownership, use and maintenance of the driveway should be confirmed with reference to title deeds.

Drainage is understood to be to a private septic tank located within the boundaries of the property. Details regarding the drainage installation should be confirmed and it should be ensured that it has been registered with SEPA.

There would not appear to have been any physical alterations undertaken to the property within the past 20 year period, for which local authority consent is likely to have been required.

Whilst there is no evidence of recent flooding having affected the subjects, the property is identified on the Scottish Environmental Protection Agency (SEPA) website as being at risk. It is assumed that buildings insurance will be available under normal terms. Prospective purchasers should satisfy themselves in this regard.

Where items of maintenance or repair have been identified, the purchaser should satisfy themselves as to the costs and implications of these issues prior to making an offer to purchase.

12.0	VALUATION <i>On the assumption of vacant possession and that the property is unaffected by any adverse planning proposals, onerous burdens, title restrictions or servitude rights. It is assumed that all necessary Local Authority consents, which may have been required, have been sought and obtained. No investigation of any contamination on, under or within the property has been made as we consider such matters to be outwith the scope of this report. All property built prior to the year 2000 may contain asbestos in one or more of its components or fittings. It is impossible to identify without a test. It is beyond the scope of this inspection to test for asbestos and future occupants should be advised that if they have any concerns then they should ask for a specialist to undertake appropriate tests.</i>		
12.1	Market Value in present condition (£):	£350,000	Three Hundred and Fifty Thousand Pounds
12.2	Market Value on completion of essential works (£):	n/a	n/a
12.3	Suitable security for normal mortgage purposes?	Yes	
12.4	Date of Valuation:	07/08/2025	
Signature:		Electronically Signed: 292243-26356689-8508	
Surveyor:	Simon Allen	Bsc MRICS	Date: 07/08/2025
Dumfries - Allied Surveyors Scotland Ltd			
Office:	35 Buccleuch Street Dumfries DG1 2AB	Tel: 01387 254 425 Fax: email: dumfries@alliedsurveyorsscotland.com	

P A R T 3 .

ENERGY REPORT

A report on the energy efficiency of the property.



energy report

energy report on:

Property address	Rosewood lodge Twynholm, Kirkcudbright DG6 4NQ
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Customer	Mr. Alastair Weatherbe
-----------------	------------------------

Customer address	Rosewood lodge Twynholm, Kirkcudbright DG6 4NQ
-------------------------	------------------------------------------------------

Prepared by	Simon Allen, Bsc MRICS Dumfries - Allied Surveyors Scotland Ltd
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Energy Performance Certificate (EPC)

Scotland

Dwellings

ROSEWOOD LODGE, TWYNHOLM, KIRKCUDBRIGHT, DG6 4NQ

Dwelling type: Detached house
Date of assessment: 11 July 2025
Date of certificate: 12 July 2025
Total floor area: 123 m²
Primary Energy Indicator: 232 kWh/m²/year

Reference number: 2615-9323-8000-0789-2296
Type of assessment: RdSAP, existing dwelling
Approved Organisation: Elmhurst
Main heating and fuel: Boiler and radiators, mains gas

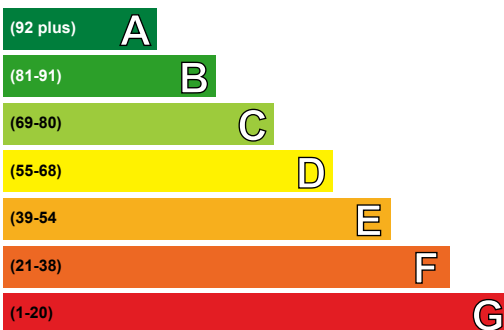
You can use this document to:

- Compare current ratings of properties to see which are more energy efficient and environmentally friendly
- Find out how to save energy and money and also reduce CO₂ emissions by improving your home

Estimated energy costs for your home for 3 years*	£7,116	See your recommendations report for more information
Over 3 years you could save*	£2,907	

* based upon the cost of energy for heating, hot water, lighting and ventilation, calculated using standard assumptions

Very energy efficient - lower running costs



Not energy efficient - higher running costs

Current	Potential
	90
58	

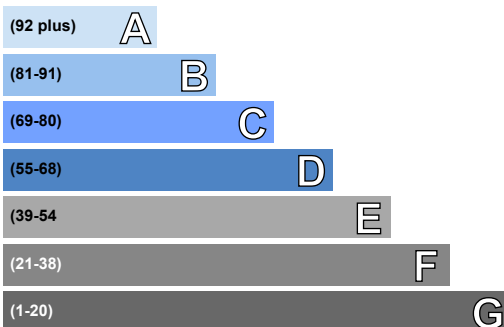
Energy Efficiency Rating

This graph shows the current efficiency of your home, taking into account both energy efficiency and fuel costs. The higher this rating, the lower your fuel bills are likely to be.

Your current rating is **band D (58)**. The average rating for EPCs in Scotland is **band D (61)**.

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.

Very environmentally friendly - lower CO₂ emissions



Not environmentally friendly - higher CO₂ emissions

Current	Potential
	84
63	

Environmental Impact (CO₂) Rating

This graph shows the effect of your home on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating, the less impact it has on the environment.

Your current rating is **band D (63)**.

The potential rating shows the effect of undertaking all of the improvement measures listed within your recommendations report.

Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years
1 Room-in-roof insulation	£900 - £1,200	£1287.00
2 Internal wall insulation	£7,500 - £11,000	£1158.00
3 Floor insulation (solid floor)	£5,000 - £10,000	£321.00

A full list of recommended improvement measures for your home, together with more information on potential cost and savings and advice to help you carry out improvements can be found in your recommendations report.

To find out more about the recommended measures and other actions you could take today to stop wasting energy and money, visit [greenerscotland.org](https://www.greenerscotland.org) or contact Home Energy Scotland on 0808 808 2282.

THIS PAGE IS THE ENERGY PERFORMANCE CERTIFICATE WHICH MUST BE AFFIXED TO THE DWELLING AND NOT BE REMOVED UNLESS IT IS REPLACED WITH AN UPDATED CERTIFICATE

Summary of the energy performance related features of this home

This table sets out the results of the survey which lists the current energy-related features of this home. Each element is assessed by the national calculation methodology; 1 star = very poor (least efficient), 2 stars = poor, 3 stars = average, 4 stars = good and 5 stars = very good (most efficient). The assessment does not take into consideration the condition of an element and how well it is working. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology, based on age and type of construction.

Element	Description	Energy Efficiency	Environmental
Walls	Granite or whin, as built, no insulation (assumed)	★★☆☆☆	★★☆☆☆
Roof	Roof room(s), ceiling insulated	★★☆☆☆	★★☆☆☆
Floor	Solid, no insulation (assumed)	—	—
Windows	Fully double glazed	★★★★☆☆	★★★★☆☆
Main heating	Boiler and radiators, mains gas	★★★★★☆☆	★★★★★☆☆
Main heating controls	Programmer, room thermostat and TRVs	★★★★★☆☆	★★★★★☆☆
Secondary heating	Room heaters, electric	—	—
Hot water	From main system	★★★★★☆☆	★★★★★☆☆
Lighting	Below average lighting efficiency	★★☆☆☆	★★☆☆☆

The energy efficiency rating of your home

Your Energy Efficiency Rating is calculated using the standard UK methodology, RdSAP. This calculates energy used for heating, hot water, lighting and ventilation and then applies fuel costs to that energy use to give an overall rating for your home. The rating is given on a scale of 1 to 100. Other than the cost of fuel for electrical appliances and for cooking, a building with a rating of 100 would cost almost nothing to run.

As we all use our homes in different ways, the energy rating is calculated using standard occupancy assumptions which may be different from the way you use it. The rating also uses national weather information to allow comparison between buildings in different parts of Scotland. However, to make information more relevant to your home, local weather data is used to calculate your energy use, CO₂ emissions, running costs and the savings possible from making improvements.


The impact of your home on the environment

One of the biggest contributors to global warming is carbon dioxide. The energy we use for heating, lighting and power in our homes produces over a quarter of the UK's carbon dioxide emissions. Different fuels produce different amounts of carbon dioxide for every kilowatt hour (kWh) of energy used. The Environmental Impact Rating of your home is calculated by applying these 'carbon factors' for the fuels you use to your overall energy use.

The calculated emissions for your home are 40 kg CO₂/m²/yr.

The average Scottish household produces about 6 tonnes of carbon dioxide every year. Based on this assessment, heating and lighting this home currently produces approximately 4.9 tonnes of carbon dioxide every year. Adopting recommendations in this report can reduce emissions and protect the environment. If you were to install all of these recommendations this could reduce emissions by 2.7 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.













Estimated energy costs for this home

	Current energy costs	Potential energy costs	Potential future savings
Heating	£5,823 over 3 years	£3,087 over 3 years	
Hot water	£906 over 3 years	£906 over 3 years	
Lighting	£387 over 3 years	£216 over 3 years	
Totals	£7,116	£4,209	

These figures show how much the average household would spend in this property for heating, lighting and hot water. This excludes energy use for running appliances such as TVs, computers and cookers, and the benefits of any electricity generated by this home (for example, from photovoltaic panels). The potential savings in energy costs show the effect of undertaking all of the recommended measures listed below.

Recommendations for improvement

The measures below will improve the energy and environmental performance of this dwelling. The performance ratings after improvements listed below are cumulative; that is, they assume the improvements have been installed in the order that they appear in the table. Further information about the recommended measures and other simple actions to take today to save money is available from the Home Energy Scotland hotline which can be contacted on 0808 808 2282. Before carrying out work, make sure that the appropriate permissions are obtained, where necessary. This may include permission from a landlord (if you are a tenant) or the need to get a Building Warrant for certain types of work.

Recommended measures	Indicative cost	Typical saving per year	Rating after improvement	
			Energy	Environment
1 Room-in-roof insulation	£900 - £1,200	£429		
2 Internal wall insulation	£7,500 - £11,000	£386		
3 Floor insulation (solid floor)	£5,000 - £10,000	£107		
4 Low energy lighting for all fixed outlets	£360 - £420	£47		
5 Solar photovoltaic panels, 2.5 kWp	£8,000 - £10,000	£258		
6 Wind turbine	£5,000 - £20,000	£712		

Choosing the right improvement package

For free and impartial advice on choosing suitable measures for your property, contact the Home Energy Scotland hotline on 0808 808 2282 or go to www.greenerscotland.org.

About the recommended measures to improve your home's performance rating

This section offers additional information and advice on the recommended improvement measures for your home

1 Room-in-roof insulation

Insulating roof rooms will significantly reduce heat loss; this will improve levels of comfort, reduce energy use and lower fuel bills. If it has a flat ceiling insulation can usually be added above the ceiling, and sloping ceilings and walls of roof rooms can be insulated using an internal lining board. Roof voids must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about roof room insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). Building regulations generally apply to this work so it is best to check this with your local authority building standards department.

2 Internal wall insulation

Internal wall insulation involves adding a layer of insulation to the inside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk).

3 Floor insulation (solid floor)

Insulation of a floor will significantly reduce heat loss; this will improve levels of comfort, reduce energy use and lower fuel bills. Insulating solid floors can present challenges; insulation laid on top of existing solid floors may impact on existing doors and finishes whilst lifting of a solid floor to insert insulation below will require consideration of the potential effect on both structural stability and damp proofing. It is advised to seek advice from a Chartered Structural Engineer or a registered Architect about this if unsure. Further information about floor insulation is available from many sources including www.energysavingtrust.org.uk/scotland/Insulation/Floor-insulation. Building regulations generally apply to this work and may also require a building warrant so it is best to check with your local authority building standards department.

4 Low energy lighting

Replacement of traditional light bulbs with energy saving bulbs will reduce lighting costs over the lifetime of the bulb, and they last many times longer than ordinary light bulbs. Low energy lamps and fittings are now commonplace and readily available. Information on energy efficiency lighting can be found from a wide range of organisations, including the Energy Saving Trust (<http://www.energysavingtrust.org.uk/home-energy-efficiency/lighting>).

5 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. Planning permission might be required, building regulations generally apply to this work and a building warrant may be required, so it is best to check with your local authority. The assessment does not include the effect of any Feed-in Tariff which could appreciably increase the savings that are shown on this EPC for solar photovoltaic panels, provided that both the product and the installer are certified by the Microgeneration Certification Scheme (or equivalent). Details of local MCS installers are available at www.microgenerationcertification.org.

6 Wind turbine

A wind turbine provides electricity from wind energy. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. Wind turbines are not suitable for all properties. The system's effectiveness depends on local wind speeds and the presence of nearby obstructions, and a site survey should be undertaken by an accredited installer. Planning permission might be required and building regulations generally apply to this work and a building warrant may be required, so it is best to check these with your local authority. The assessment does not include the effect of any Feed-in Tariff which could appreciably increase the savings that are shown on this EPC for a wind turbine, provided that both the product and the installer are certified by the Microgeneration Certification Scheme (or equivalent). Details of local MCS installers are available at www.microgenerationcertification.org.

Low and zero carbon energy sources

Low and zero carbon (LZC) energy sources are sources of energy that release either very little or no carbon dioxide into the atmosphere when they are used. Installing these sources may help reduce energy bills as well as cutting carbon.

LZC energy sources present: There are none provided for this home

Your home's heat demand

In this section, you can see how much energy you might need to heat your home and provide hot water. These are estimates showing how an average household uses energy. These estimates may not reflect your actual energy use, which could be higher or lower. You might spend more money on heating and hot water if your house is less energy efficient. The table below shows the potential benefit of having your loft and walls insulated. Visit <https://energysavingtrust.org.uk/energy-at-home> for more information.

Heat demand	Existing dwelling	Impact of loft insulation	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	18,881.38	N/A	N/A	N/A
Water heating (kWh per year)	2,201.22			

Addendum

This dwelling has stone walls and may be exposed to wind driven rain and so requires further investigation to establish whether these walls are of cavity construction and to determine which type of wall insulation is best suited.

About this document

This Recommendations Report and the accompanying Energy Performance Certificate are valid for a maximum of ten years. These documents cease to be valid where superseded by a more recent assessment of the same building carried out by a member of an Approved Organisation.

The Energy Performance Certificate and this Recommendations Report for this building were produced following an energy assessment undertaken by an assessor accredited by Elmhurst (www.elmhurstenergy.co.uk), an Approved Organisation Appointed by Scottish Ministers. The certificate has been produced under the Energy Performance of Buildings (Scotland) Regulations 2008 from data lodged to the Scottish EPC register. You can verify the validity of this document by visiting www.scottishepcregister.org.uk and entering the report reference number (RRN) printed at the top of this page.

Assessor's name:	Mr. Simon Allen
Assessor membership number:	EES/008215
Company name/trading name:	Allied Surveyors Scotland Ltd
Address:	35 Buccleuch Street Dumfries DG1 2AB
Phone number:	01387 254 424
Email address:	dumfries@alliedsurveyorsscotland.com
Related party disclosure:	No related party

If you have any concerns regarding the content of this report or the service provided by your assessor you should in the first instance raise these matters with your assessor and with the Approved Organisation to which they belong. All Approved Organisations are required to publish their complaints and disciplinary procedures and details can be found online at the web address given above.

Use of this energy performance information

Once lodged by your EPC assessor, this Energy Performance Certificate and Recommendations Report are available to view online at www.scottishepcregister.org.uk, with the facility to search for any single record by entering the property address. This gives everyone access to any current, valid EPC except where a property has a Green Deal Plan, in which case the report reference number (RRN) must first be provided. The energy performance data in these documents, together with other building information gathered during the assessment is held on the Scottish EPC Register and is available to authorised recipients, including organisations delivering energy efficiency and carbon reduction initiatives on behalf of the Scottish and UK governments. A range of data from all assessments undertaken in Scotland is also published periodically by the Scottish Government. Further information on these matters and on Energy Performance Certificates in general, can be found at www.gov.scot/epc.

Advice and support to improve this property

There is support available, which could help you carry out some of the improvements recommended for this property on page 3 and stop wasting energy and money. For more information, visit [greenerscotland.org](https://www.greenerscotland.org) or contact Home Energy Scotland on 0808 808 2282.

Home Energy Scotland's independent and expert advisors can offer free and impartial advice on all aspects of energy efficiency, renewable energy and more.

HOMEENERGYSCOTLAND.ORG
0808 808 2282
FUNDED BY THE SCOTTISH GOVERNMENT



P A R T 4 .

PROPERTY QUESTIONNAIRE

The owner of the property is required to complete this document which asks for information on the property such as 'Which council tax band?' etc.



Property Questionnaire

Property Address	Rosewood lodge Twynholm, Kirkcudbright DG6 4NQ
Seller(s)	Alaistair Weatherbe
Completion date of property questionnaire	
Note for sellers	

1.	Length of ownership
	How long have you owned the property? 57 Years
2.	Council tax
	Which Council Tax band is your property in? (Please circle) []A []B [x]C []D []E []F []G []H
3.	Parking
	What are the arrangements for parking at your property? (Please tick all that apply) Garage [] Allocated parking space [] Driveway [x] Shared parking [] On street [] Resident permit [] Metered parking [] Other (please specify):

4.	Conservation area	
	Is your property in a designated Conservation Area (that is an area of special architectural or historical interest, the character or appearance of which it is desirable to preserve or enhance)?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Don't know
5.	Listed buildings	
	Is your property a Listed Building, or contained within one (that is a building recognised and approved as being of special architectural or historical interest)?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
6.	Alterations/additions/extensions	
a	(i) During your time in the property, have you carried out any structural alterations, additions or extensions (for example, provision of an extra bath/shower room, toilet, or bedroom)?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If you have answered yes, please describe below the changes which you have made:	
	(ii) Did you obtain planning permission, building warrant, completion certificate and other consents for this work?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	If you have answered yes, the relevant documents will be needed by the purchaser and you should give them to your solicitor as soon as possible for checking.	
	If you do not have the documents yourself, please note below who has these documents and your solicitor or estate agent will arrange to obtain them:	
b	Have you had replacement windows, doors, patio doors or double glazing installed in your property	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If you have answered yes, please answer the three questions below:	
	(i) Were the replacements the same shape and type as the ones you replaced?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	(ii) Did this work involve any changes to the window or door openings?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	(iii) Please describe the changes made to the windows doors, or patio doors (with approximate dates when the work was completed): Please give any guarantees which you received for this work to your solicitor or estate agent.	
7.	Central heating	
a	Is there a central heating system in your property? (Note: a partial central heating system is one which does not heat all the main rooms of the property - the main living room, the bedroom(s), the hall and the bathroom).	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Partial

property questionnaire

	If you have answered yes or partial - what kind of central heating is there? (Examples: gas-fired, solid fuel, electric storage heating, gas warm air). Gas	
	If you have answered yes, please answer the three questions below:	
	(i) When was your central heating system or partial central heating system installed? unknown	
	(ii) Do you have a maintenance contract for the central heating system?	[] YES [x] NO
	If you have answered yes, please give details of the company with which you have a maintenance contract	
	(iii) When was your maintenance agreement last renewed? (Please provide the month and year).	
8.	Energy Performance Certificate	
	Does your property have an Energy Performance Certificate which is less than 10 years old?	[x] YES [] NO
9.	Issues that may have affected your property	
a	Has there been any storm, flood, fire or other structural damage to your property while you have owned it?	[] YES [x] NO
	If you have answered yes, is the damage the subject of any outstanding insurance claim?	[] YES [] NO
b	Are you aware of the existence of asbestos in your property?	[] YES [x] NO [] Don't know
	If you have answered yes, please give details:	
10.	Services	

property questionnaire

a	Please tick which services are connected to your property and give details of the supplier:		
	Services	Connected	Supplier
	Gas or liquid petroleum gas	Y	E-on
	Water mains or private water supply	Y	Scottish Water
	Electricity	Y	E-on
	Mains drainage	N	
	Telephone	N	
	Cable TV or satellite	N	
	Broadband	N	
b	Is there a septic tank system at your property?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
	If you have answered yes, please answer the two questions below:		
	(i) Do you have appropriate consents for the discharge from your septic tank?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Don't know
	(ii) Do you have a maintenance contract for your septic tank?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If you have answered yes, please give details of the company with which you have a maintenance contract:		
11. Responsibilities for shared or common areas			
a	Are you aware of any responsibility to contribute to the cost of anything used jointly, such as the repair of a shared drive, private road, boundary, or garden area? If you have answered yes, please give details: <i>Private Road & Shared Driveway</i>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Don't know
b	Is there a responsibility to contribute to repair and maintenance of the roof, common stairwell or other common areas? If you have answered yes, please give details:		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> N/A
c	Has there been any major repair or replacement of any part of the roof during the time you have owned the property?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
d	Do you have the right to walk over any of your neighbours' property- for example to put out your rubbish bin or to maintain your boundaries? If you have answered yes, please give details: <i>Shared Private Road</i>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

property questionnaire

e	As far as you are aware, do any of your neighbours have the right to walk over your property, for example to put out their rubbish bin or to maintain their boundaries? If you have answered yes, please give details:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
f	As far as you are aware, is there a public right of way across any part of your property? (public right of way is a way over which the public has a right to pass, whether or not the land is privately owned.) If you have answered yes, please give details:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
12. Charges associated with your property		
a	Is there a factor or property manager for your property? If you have answered yes, please provide the name and address, and give details of any deposit held and approximate charges:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
b	Is there a common buildings insurance policy?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> Don't know
	If you have answered yes, is the cost of the insurance included in your monthly/annual factors charges?	
c	Please give details of any other charges you have to pay on a regular basis for the upkeep of common areas or repair works, for example to a residents' association, or maintenance or stair fund.	
13. Specialist works		
a	As far as you are aware, has treatment of dry rot, wet rot, damp or any other specialist work ever been carried out to your property?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If you have answered yes, please say what the repairs were for, whether you carried out the repairs (and when) or if they were done before you bought the property.	
b	As far as you are aware, has any preventative work for dry rot, wet rot, or damp ever been carried out to your property?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If you have answered yes, please give details:	
c	If you have answered yes to 13(a) or (b), do you have any guarantees relating to this work?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	If you have answered yes, these guarantees will be needed by the purchaser and should be given to your solicitor as soon as possible for checking. If you do not have them yourself please write below who has these documents and your solicitor or estate agent will arrange for them to be obtained. You will also need to provide a description of the work carried out. This may be shown in the original estimate. Guarantees are held by:	

14.	Guarantees	
a	Are there any guarantees or warranties for any of the following:	
(i)	Electrical work	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> Don't know <input type="checkbox"/> With title deeds <input type="checkbox"/> Lost
(ii)	Roofing	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> Don't know <input type="checkbox"/> With title deeds <input type="checkbox"/> Lost
(iii)	Central heating	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> Don't know <input type="checkbox"/> With title deeds <input type="checkbox"/> Lost
(iv)	National House Building Council(NHBC)	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> Don't know <input type="checkbox"/> With title deeds <input type="checkbox"/> Lost
(v)	Damp course	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> Don't know <input type="checkbox"/> With title deeds <input type="checkbox"/> Lost
(vi)	Any other work or installations? (for example, cavity wall insulation, underpinning, indemnity policy)	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> Don't know <input type="checkbox"/> With title deeds <input type="checkbox"/> Lost
b	If you have answered 'yes' or 'with title deeds', please give details of the work or installations to which the guarantee(s) relate(s): <i>New boiler in 2025</i>	
c	Are there any outstanding claims under any of the guarantees listed above?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If you have answered yes, please give details:	

15.	Boundaries	
	So far as you are aware, has any boundary of your property been moved in the last 10 years?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Don't know
	If you have answered yes, please give details:	
16.	Notices that affect your property	
In the past three years have you ever received a notice:		
a	advising that the owner of a neighbouring property has made a planning application?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
b	that affects your property in some other way?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
c	that requires you to do any maintenance, repairs or improvements to your property?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	If you have answered yes to any of a-c above, please give the notices to your solicitor or estate agent, including any notices which arrive at any time before the date of entry of the purchaser of your property.	

Declaration by the seller(s)/or other authorised body or person(s) I/We confirm that the information in this form is true and correct to the best of my/our knowledge and belief.

Signature(s):	J.Crymble
Capacity:	[x]Owner []Legally Appointed Agent for Owner
Date:	13/08/2025



Eco Control Solutions

Japanese Knotweed Management Proposal

For



Property Location

Rosewood Lodge, Valleyfield House, Kirkcudbright, DG6 4NQ

ECS reference: 19302

Date: 13/02/2025



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Section 1.1

Eco Control Solutions Survey Report

Eco Control Solutions (ECS) carried out a site survey on behalf of Primrose & Gordon under the instructions of John Lawson. The property is located at Rosewood Lodge, Valleyfield House, Kirkcudbright, DG6 4NQ. A visual walk over survey was carried out on 12/02/2025 by Matt Haikings (Invasive Weeds specialist).

ECS are one of the leading invasive weeds eradication consultants in the country, offering professional yet practical solutions to all invasive weed and ecological issues.

Site Overview:

The property is a semi-detached residential dwelling with surrounding landscaped gardens and grounds. Along the Southern boundary of the site is a small stream that runs the length of the property.

The Japanese Knotweed (JK) is located primarily on the banks of the stream towards the South of the site; however, some stems were noted several metres into the site from the stream, in a section of garden that is separately fenced off. The stems within the infestations appear healthy and well-established, although there was no live growth at the time of survey, due to the time of year.

No further signs of JK were noted.

The infestation falls into category C on the RICS management category assessment scale (see section 3.5 for clarification)



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This site has several potential issues with Japanese Knotweed. Please see the Map in Section 1.2 of this report “Map 1 ECSref 19302” where all current noted Japanese Knotweed has been identified and the areas of concern have been clearly highlighted.

Issue 1: The current noted Japanese knotweed should not be cut/damaged. This would assist in preventing any further site contamination or the opportunity that a member of staff/contractor takes small pieces off site contaminating other areas. Japanese knotweed is legally classified as **controlled waste** and should therefore only be handled by a specialist licensed controlled waste operator.

Issue 2: Due to the close proximity of the JK to the watercourse, ECS will need to apply for and obtain an AqHerb01 licence, which grants the use of herbicides near water. ECS will do this on the client’s behalf and can provide any documentation required.

Issue 3: ECS are unable to offer a guarantee of eradication for any Japanese Knotweed growing within 1m of the watercourse, due to the increased risk of rhizomes being deposited back in the same locations from sources upstream. ECS will warranty all treatment areas more than 1m from the watercourse.

Small fragments of Japanese Knotweed rhizome can be sufficient to cause further contamination of the entire site and beyond. Damaging of Japanese Knotweed plants can delay the programme and add to costs.



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Section 1.2

Map 1 – A detailed map of the site.



Areas of concern are highlighted as follows:

The **Yellow** denotes sections of the client's boundary.

The **Red** denotes the current noted infestation of Japanese Knotweed on client's property.

The **Pink** denotes the area covered by the ECS 10-year company guarantee.



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Section 1.3

Site Photographs Taken by ECS During Our Survey

Picture One: Photo showing Japanese Knotweed growing along the banks of the watercourse, which runs the length of the Southern boundary of the property.



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Picture Two: Photo showing a crown, from a well-established Japanese Knotweed stand, growing in the garden area, approximately 4-5m from the banks of the river.



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Section 1.4

ECS' Proposed Japanese Knotweed Management Solution

ECS offer a complete tailored solution, delivering a guaranteed Japanese knotweed management programme for a fixed lump sum price.

ECS would recommend that the most economical and appropriate solution would be to enter all of the current noted Japanese Knotweed, as per Map 1, into ECS's three year herbicidal in-situ programme. The treatment programme will run until November 2027, a completion letter/email will also be issued at this stage.

The treatment guarantee will then run for 10 years after the issue date. The treatment guarantee can be issued in advance, however, the total contract value would need to be paid in full before the documentation will be provided.

A proposed scope of works:

- ECS herbicidal in-situ spraying management programme for all JK during the growing season of 2025.
- ECS may carry out winter clearances of the stems, as necessary, facilitating growth for treatment. Any cleared stems will be left on site.
- A mixture of both foliar spraying and stem injection will be used.
- To repeat this spraying programme during the 2026 growing season.
- To repeat this spraying programme during the 2027 growing season.
- Testing and monitoring of treated Rhizomes JK, October 2027 and issue of ECS's Treatment Guarantee and completion certificate.
- If viable growth is found after completion this will be re-entered into an herbicidal treatment programme.

Actions to be taken by the client:

The client should ensure that no Japanese knotweed is pulled/damaged/disturbed and advise any relevant party/parties who work on/use the land to the presence of Japanese Knotweed infestations and inform them of the proposed works. Any such issues will add to the length of the treatment programme, and ultimately increase costs.

ECS work to a lump sum pricing policy to give peace of mind to our clients and make it easier to budget. Within the lump sum figure there are no additional costs for the services stated within this proposal.



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All ECS' Japanese Knotweed Management plans are covered by our 10-year treatment guarantee, backed up by a minimum level of £5 million Professional Indemnity cover.



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Section 1.5

Insurance Backed Guarantee

Section 7 of the Terms and Conditions to the rear of this document outlines ECS's 10-year company guarantee covering works up to £5 million.

As a member of the Property Care Association (PCA) ECS are able to offer separately underwritten Insurance Backed Guarantees (IBGs) to sit alongside our ECS 10-year company guarantee. These give our client's both additional peace of mind, as well as an increased level of cover which some mortgage lenders may require before proceeding to release funds.

The KNOT New policy covers the client from the day the contract begins, for 10 years. Should ECS cease trading at any point throughout the contract or warranty period, the guarantee will allow for an alternative PCA contractor to pick up the works where ECS left off, whether this is within the treatment, monitoring or guarantee period. This option is suitable should you wish to sell the property in question immediately and the lender required an IBG. This option is only available on herbicidal treatment programmes.

Please ask if you require any further information with regards to these products.



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Section 2.1

Background Information on Japanese Knotweed

Japanese Knotweed is capable of growing 6cm per day and is found throughout the UK. It is highly invasive and capable of exposing weaknesses in buildings, foundations, concrete and tarmac. It has the capability to regenerate from rhizome as small as 0.02g therefore there is a substantial risk of spreading the plant via groundwork and disturbance.

Japanese Knotweed can cause:

- A reduction in land value
- Damage to foundations and structures
- Damage to road surfaces
- Damage to walls
- A monoculture swamping out native vegetation

Japanese Knotweed is regulated by several acts of legislation, the main being:

- The Wildlife and Countryside Act (as amended) 1981
- The Environmental Protection Act 1990
- The Environmental Protection (Duty of Care) Regulations 1991
- Third party litigation where damages may be sought for allowing Japanese Knotweed to spread onto other properties
- The Anti-social Behaviour, Crime and Policing Act (ASBO) 2014

The legislation above puts a duty of care on the landowner with Japanese Knotweed infestations to be proactive in the control and eradication of it.

Planning permission and mortgages will also generally be refused without an eradication programme in place for the infestation.



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Example picture: evidence of Japanese knotweed penetrating through house (not on client's land)



Example picture: evidence of Japanese knotweed penetrating through house (not on client's land)



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Section 3.1

ECS specialise in providing tailor made solutions suited to the client's requirements. ECS can provide a wide and varied range of eradication solutions. These methodologies can be utilised individually or in conjunction to provide a bespoke, efficient and cost-effective solution.

ECS' IN-SITU HERBICIDAL METHODOLOGIES:

ECS' Bespoke Herbicidal Management Plan

ECS's Bespoke Herbicidal Management Plan will aim to eradicate Japanese Knotweed in as short a timescale as possible. The methodology of the ECS system is based on the understanding that each infestation is different, combined with an in-depth knowledge of Japanese Knotweed. ECS design herbicidal treatment programmes which will differ from site to site but still carry the ECS 10-year guarantee.

The ECS herbicidal management plan solution seeks to eradicate the Japanese knotweed infestation through regular and effective herbicidal treatment. It is expected that after 3 years of herbicidal treatment the plant will no longer present viable growth at the property/site. It is expected that upon completion of the treatment programme the plant will no longer present viable growth at the property/site. ECS' solution is also more environmentally friendly than standard herbicidal applications due to lower dose rates than traditional, longer programmes. Working closely with our clients, the ECS herbicidal programme can greatly reduce the presence of Japanese knotweed through effective management, yet still give a fully guaranteed service which leaves affected areas free of Japanese knotweed for good, and covered by our guarantee for 10 years.

ECS Aquatic Herbicidal Management (including application for AqHerb01 licence from the Environment Agency (EA))

ECS's Aquatic Approved Herbicidal management system will reduce the presence of Japanese Knotweed over several growing seasons. The methodology of the ECS system is based on the understanding that each infestation is different, combined with an in-depth knowledge of Japanese Knotweed. ECS design herbicidal treatment programmes which will differ from site to site but still carry the ECS 10-year warranty. ECS cannot guarantee any works whereby the infestation is located within 1m of water, due to flooding risks and the risk of the infestation returning from sources upstream.



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Stem Injection

Contrasting from traditional Japanese Knotweed herbicidal treatment methods which are applied to the surface of the leaves of the plant, stem injection targets the application of a controlled quantity of herbicide directly into the core of the plant. This direct targeting of the herbicidal application enables stem injection to be the least insidious method of remediating of Japanese Knotweed.

Stem injection is not weather dependant - traditional spraying methods are severely compromised by weather conditions and cannot be applied during heavy winds or rain.

Stem injection can 100% be safely applied in an area where TPO's (Tree Preservation Orders) have been issued - traditional spraying and mechanical removal methods are not suitable and will result in severe damage. Stem injection is accepted and authorised by the Environment Agency for use on organic approved farms, without causing the loss of their organic status. Due to the labour intensiveness of stem injecting it is really only used on smaller sites or sites that carry environmental issues for example water courses and TPO's

The ECS herbicidal spraying methodology can severely damage any vegetation within 2-3 meters of the target Japanese Knotweed. Whilst ECS take every precaution to reduce spray drift and collateral damage it is sometimes unavoidable when treating this hardy plant. The client will take responsibility for any collateral damage caused by ECS whilst acting under the client's instruction.



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Section 3.2

ECS INSTANT REMOVAL METHODOLOGIES:

Dig and Dump

This requires the excavation of the contaminated areas off site and to an approved landfill. Environmental guidelines state that soil should be removed 7 metres from every stand and to a depth of 3 metres. The excavated material must be treated as controlled waste, as per the Environmental Protection Act 1990. Due to regulations regarding use of landfill sites this has become an expensive option of control.

ECS's specialist knowledge and experience allows us to greatly reduce the amount of contaminated materials that need to be removed to landfill, this can be achieved by taking full responsibility of the excavation and our "clerk of works" monitoring every stage until completion. ECS can reduce the amount of spoil removed up to 60%, and this will also include our 10-year guarantee.

Stockpiling

Integrated on-site treatment provides the client with a flexibility of choice. Soil can be excavated from the contaminated area and relocated to a more convenient area on the site where it can be stockpiled on a geo-textile membrane. The Japanese Knotweed can then be allowed to grow normally then herbicidally treated. Once successful, soil can then be reintroduced and re used on the site. This method reduces the environmental and economic problems of the dig and dump strategy.

Cell Burial

This option provides a solution appropriate for the timescale of each individual development. Japanese Knotweed onsite burial is a fast cost effective method of dealing with Japanese Knotweed infestations. The constraints to this methodology are site size, water levels and area of development. Within the cell burial programme a pit is dug and lined with a geotextile membrane. All joints within the cell are sealed closed. The Japanese Knotweed is then excavated under the direction of a highly experienced ECS clerk of works. This is then capped with a cover of geotextile membrane and welded shut, thus creating "The Cell". A cover of soil is then placed on top of the cell to a depth of approximately 2 metres. This solution is perfect for areas of sites that are not to be piled or built on. Historically clients have built car parks on top of the cells. This Japanese Knotweed Management Strategy is covered by the ECS 10-year company guarantee.



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Points to note for any excavation works

Mechanical excavation can be up to three meters deep; it is the client's responsibility to advise ECS of any underground buried services before the commence of excavation works, if underground services are located ECS reserve the right to alter our offer as extra costs may be incurred.

The above is subject to a soil report being made available and the soil is not contaminated with any other contaminants I.E. Hazardous waste, if ground is classified as Hazardous waste in combination with Controlled waste (Japanese Knotweed) ECS remain the right that our costings will have to be reviewed and altered.

The above does not include the importation of clean backfill.

The client to supply ECS with maps detailed any underground buried services before excavation works commence, if any services are located within the designed to be excavated area, ECS remain the right that our costings will have to be reviewed and altered.



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Section 3.3

ECS ASSOCIATED MEMBERSHIPS

ECS is a cutting-edge company and we ensure the highest quality to our clients by means of:

- Our professional qualifications.
- More than 30 years' experience in eradication / controlling invasive weeds and ecological issues.
- Associated memberships.

In addition to being qualified as CPD certified, ECS take pride in being members of other established, widely recognised and reputed organisations. ECS are members of:



NPTC's aspire to promote competence and professionalism in the workforce of land-based and related industries by the encouragement of continuous learning and the recognition of skill.



Constructionline is the UK's largest certified pre-qualification database, saving the construction industry over £500 million a year in administration. Already used by over 60% of local authorities, constructionline reduce duplication and save time and money by encouraging organisations to use a single source for pre-qualification.



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Safe contractor is an accreditation scheme that assesses the health & safety competency of contractors and service providers. Clients have a legal obligation to ensure that external contractors and service providers working on their premises operate in a safe way. There is therefore a need to assess contractor's health & safety arrangements and increasingly this is being carried out through Safe contractor. Many large organisations now use Safe contractor as their primary means of selecting contractors.



CHAS have assessed and approved ECS' health and safety systems and processes. CHAS is established as the market leader for health and safety pre-qualification in the UK. It is a non-commercial scheme available to suppliers and to organisations looking for suitably competent suppliers.



ECS are one of the UK's principal eradication specialists experienced in organising local invasive weed CPD venue's. Please contact us to find out your next local venue. CPD – Continuing Personal or Professional Development - is the term that describes a commitment to structured skills enhancement and personal or professional competence. The CPD Certification Service helps organisations provide certified CPD and acts as a point of contact for those seeking to obtain certified CPD material. It supports further learning initiatives being undertaken by Government, professional institutions, trade associations, individual organisations, training providers, suppliers and so on.



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Section 3.4

ECS CPD Training

If you require more information regarding general invasive weeds ECS can offer CPD certified seminars (free of charge for our customers). We typically discuss the following subjects:

- Japanese Knotweed, Himalayan Balsam, Ragwort and Giant Hogweed.
- Legal responsibilities
- Legal border/boundary disputes
- Change of status
- Health and safety issues

An understanding and advanced awareness of Japanese Knotweed and other invasive weed issues are a vital component in the pursuit of achieving substantial cost reductions. Remediation costs can be vastly reduced if a Japanese Knotweed eradication plan is instigated in the early stages of a development project.



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Section 3.5

The RICS (Royal Institute of Chartered Surveyors) management categories for Japanese Knotweed are ranked from A to D.

A being the highest risk and D being the lowest.

Category	A	B	C	D
Description	<p>Japanese Knotweed was found on site during the site inspection causing visible material damage to a structure.</p> <p>Significant impact- action required.</p>	<p>Japanese Knotweed was found on site during the site inspection causing no visible material damage to any structure, however, is likely to prevent use of or restrict access to amenity spaces.</p> <p>Potentially significant impact- action required.</p>	<p>Japanese Knotweed was found on site during the site inspection however no visible material damage to any structure could be seen, as well as no restrictions to amenity spaces</p> <p>Low impact.</p>	<p>Japanese Knotweed was not seen on this property, but it can be seen on a neighbouring property or land where it was more than three metres away from the boundary.</p> <p>Record presence and location in notes- no action required.</p>



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TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

1. Interpretation

1.1 The definitions and rules of interpretation in this Condition shall apply in these Conditions.

Company: Eco Control Solutions Limited and its employees, consultants and subcontractors;

Company Guarantee: the Company's insurance-backed promise to the Guarantee Beneficiary;

Conditions: these Terms and Conditions of Supply;

Confidential Information: any information disclosed by one (the disclosing party) to another (the receiving party) if the disclosing party has notified the receiving party that the information is confidential, or the information could reasonably be supposed to be confidential;

Contract: any contract between the Company and the Customer for the supply of Services, incorporating these Conditions;

Contract Price: the price payable by the Customer to the Company for the Services;

Customer: any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company and shall include any parent or subsidiary company of the Customer and any successor-in-title of the Customer and any company or entity arising (wholly or partly) by way of any merger, amalgamation, reorganisation or acquisition of the Customer;

Customer Representative: the person or legal entity appointed by the Customer to liaise with the Company on all matters relating to the Contract;

Disclose: provide information to the Company that may have a material effect on any Treatment Programme;

Document: any document in writing, and any map, plan, graph, drawing or photograph and any film, negative tape or other device or document embodying visual images and any disc, tape or other device or document embodying any other data;

Excavation Permit: a document that must be signed by the Customer or the Customer Representative giving the Company permission to excavate on the Site;

Disturbance: the physical disturbance of vegetation, soils and/or sub-soils;

Guarantee Beneficiary: the person(s) or legal entity(ies) who have the benefit of the Guarantee;

Guarantee Certificate: the document embodying the Guarantee;

Guarantee Period: the specified number of years from the date of completion of the Treatment Programme that the Guarantee shall remain in force.

Input Material: any Documents or other materials, and any data or other information provided to the Company by the Customer relating to the Services;

Insurance Backed Guarantee: additional insurance which can be taken out at extra cost covering the Company Guarantee (and Management Plan if the Knot NEW product is selected) in the instance of insolvency of the Company;

Intellectual Property Rights: any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, reports, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off and any other equivalent or similar rights to any of the foregoing in any jurisdiction, whether registered or unregistered;

Management Plan: The live document including site specific details, approximate treatment schedule and records of works carried out.

Output Material: any Documents or other materials including any data or other information provided by the Company to the Customer relating to the Services;

Personal Data: any data which relates to a living individual who may be identified from such data;

Post Treatment Management Plan: a document that sets out the precautions to be followed by the Customer upon completion of the Treatment Programme;

Proposal: The document which highlights details of the original survey and treatment options. This generally includes the quote however, the quote can also be a separate document if required;

Relevant Facts: information that the Company relies upon to provide the Customer with a suitable Treatment Programme, including details of any previous herbicide or other treatment of Japanese Knotweed and any other weeds at the Site, details of any previous Disturbance, details of any ecological site restraints such as trees with Tree Preservation Order (TPO) status, or the presence of rare or protected species or habitats;

Services: those services referenced in the Company's written acceptance of the Customer's order issued pursuant to Condition 2.3;

Site: the place where the Services are to be performed;

Third Party Agreement: has the meaning given to it in Condition 7.7;

Treatment Area: the area undergoing the Treatment Programme identified on the map within the Proposal. This will also be the area covered by the Company Guarantee. Excluded areas will be detailed in the Proposal and subsequent Management Plan

Treatment Programme: the method used by the Company to manage Japanese Knotweed and any other weeds;

1.2 **A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.**

1.3 **Any reference to "parties" means the parties to the Contract and "party" shall be construed accordingly.**

1.4 **Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.**

1.5 **Words in the singular include the plural and in the plural include the singular.**

1.6 **A reference to one gender includes a reference to the other gender.**

1.7 **A reference to a Condition is to a clause of these Conditions.**

1.8 **Condition headings do not affect the interpretation of these Conditions.**

1.9 **These Conditions shall apply both to Customers who are:**

(a) **business customers; and**

(b) **consumers.**

A Customer is a business customer if the Customer purchases Services from the Company for the purposes of the Customer's business, trade or profession, rather than for private use. All other Customers are consumers. Nothing in these Conditions shall affect the statutory rights of any consumer.

2. Application of terms

2.1 **The Company will submit a quotation to the Customer which shall remain valid for the period stated in the quotation, or if no period is stated therein, for a period of 30 days from the date on which the quotation was issued.**

2.2 **The Company's quotation will be deemed to have been accepted when the Customer places a corresponding order with the Company.**

2.3 **No Contract shall be deemed to have arisen unless and until the Company accepts the Customer's order in writing.**

2.4 **The Customer acknowledges and agrees that the Company may commence performance of the Services upon issuance of the Company's written acceptance of the Customer's order pursuant to Condition 2.3 above.**

- 2.5 Unless otherwise agreed in writing by the Company and subject to any variation under Condition 2.6, the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply).
- 2.6 Subject to Condition 2.5, these Conditions apply to the supply of all Services by the Company and any variation to these Conditions and any variation to or representations about any Services shall have no effect unless expressly agreed in writing by the Company.
- 2.7 The following Conditions 2.8-2.13 shall apply if and only if the Customer enters into a Contract with the Company as a consumer - that is, as an individual acting wholly or mainly outside the Customer's trade, business, craft or profession - where the Contract is a distance contract or off-premises contract within the meaning of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.8 The Customer may cancel a Contract entered into with the Company at any time within the period:
- (a) beginning when the Contract was entered into; and
 - (b) ending at the end of 14 days after the day on which the Contract was entered into.
- The Customer does not have to give any reason for the cancellation.
- 2.9 The Customer agrees that the Company may begin the provision of the Services before the expiry of the period referred to in Condition 2.8 (b), and the Customer acknowledges that, if the Company does begin the provision of the Services before the end of that period, then:
- (a) if the Services are fully performed, the Customer will lose the right to cancel referred to in Condition 2.8;
 - (b) if the Services are partially performed at the time of cancellation, the Customer must pay the first invoice stage as detailed in the Proposal or the Company may deduct such amount from any refund due to the Customer in accordance with the exercise of the right to cancel referred to in Condition 2.8.
- 2.10 In order to cancel a Contract on the basis described in Condition 2.8, the Customer must inform the Company of the Customer's decision to cancel. The Customer may inform the Company by means of any clear statement setting out the decision. To meet the cancellation deadline, it is sufficient for the Customer to send its communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 2.11 If the Customer cancels a Contract on the basis described in Condition 2.8, the Customer will receive a full refund of any amount the Customer paid to the Company in respect of the Contract, subject to the requirements of Condition 2.9.
- 2.12 The Company will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 2.13 The Company will process the refund due to the Customer as a result of a cancellation on the basis described in Condition 2.8 without undue delay and, in any case, within the period of 14 days after the day on which the Company is informed of the cancellation.
- 2.14 The Company reserves the right to cancel the contract after the first operational visit if any issues have arisen which were not identified in the original survey.
- 2.15 Unless the Customer is contracting with the Company at a distance or off-premises as a consumer and the Customer cancels the Contract on the basis described in Condition 2.8, the Contract may not be cancelled by the Customer without the Company's written consent and subject to the payment to the Company of all costs, charges and expenses incurred by the Company in connection with the Contract.
- 2.16 Without limiting any of the provisions of Condition 2.14, the Customer may re-schedule any visit detailed within any Treatment Programme, subject to any minimum notice period stipulated by the Company and/or the payment of any additional charges which may be required under Condition 4.3.
- 2.17 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition 2.17 shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.18 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them and they shall not form part of the Contract.
- 2.19 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- ### 3. Obligations of the parties
- 3.1 The Company warrants (subject to the other provisions of these Conditions) that the Services will be performed in accordance with the Contract and with reasonable skill and care.
- 3.2 Subject to any separate obligation of the Company under the Guarantee, the Company's liability pursuant to Condition 3.1 shall be limited to re-performing any Services found not to have been performed with reasonable skill and care, provided that the deficiency in the performance of the Services is notified to the Company within 72 hours from completion of performance of the Services; otherwise, the Services shall be deemed to have been satisfactorily performed.
- 3.3 The Company shall use its reasonable endeavours to meet any performance dates specified by the Customer, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.4 Prior to supplying the Services to the Customer, the Company will undertake a survey of the Site. The Customer acknowledges and agrees that the Company shall be entitled to rely upon the results of any such survey in determining the Company's obligations under the Contract and that any conditions (or variations thereto) at the Site which were not reasonably apparent to the Company at the time of the survey (or which occur or manifest themselves thereafter), shall be treated as a variation to the Contract for which the Customer agrees to assume sole liability, including any and all liability for any additional costs, charges or expenses.
- 3.5 When the Company carries out a survey of the Site, the Company will endeavour to collect accurate data based upon a non-intrusive visual inspection of the Site. The Customer acknowledges that it is not possible for the Company to precisely identify the area and volume of infested soils at the Site without deploying intrusive inspection methods, which would not be in the Customer's best interests. Accordingly, the Customer agrees that where areas or volumes of infested soils at the Site are specified by the Company during or following any survey, any such areas or volumes so specified are only estimates which have been arrived at using the Company's professional judgment and may subsequently be revised.

- 3.6 The Customer shall Disclose any and all Relevant Facts which may affect the Company's obligations hereunder (including the Company's selection of Treatment Programme) as soon as the Customer is aware or becomes aware of any such Relevant Facts. For the avoidance of doubt, the Company shall be free to select whichever Treatment Programme the Company deems to be most effective in the Customer's particular circumstances. The obligation to Disclose Relevant Facts placed on the Customer by this Condition 3.6 shall endure for the duration of the Contract. If it becomes apparent at any time that any and all Relevant Facts have not been Disclosed, or are incorrect, inaccurate or incomplete, the Company will notify the Customer and will apprise the Customer of any additional costs, charges or expenses which may be payable, for which the Customer will be solely liable.
- 3.7 Subject to and without limiting the generality of the provisions of Conditions 3.4 - 3.6, the Company shall be entitled to make the following assumptions and to levy additional charges if any such assumptions prove to be incorrect:
- (a) the estimated area or volume of knotweed identified in the Company's quotation reflects the conditions existing at the Site as at the date of the survey of the Site by the Company (with any increase in said area or volume that could not reasonably be foreseen by the Company to be treated by the Company subject to the payment of additional costs, charges or expenses by the Customer);
 - (b) the existing condition of the Site shall be deemed to be the condition of the Site existing as at the date of the survey of the Site by the Company and no works within 10 metres of any area of visible knotweed shall have taken place prior to commencement of performance of the Services, unless otherwise agreed by the Company in writing; and
 - (c) where the Company deploys physical removal methods in its choice of Treatment Programme:
 - (i) *infested soils will not be contaminated with other materials that put human health or the environment at risk;*
 - (ii) *all infested soils can be physically excavated without the work being prevented or constrained by underground obstructions, including any underground services, tanks, or tree roots; and*
 - (iii) *no groundwater will be encountered during excavation.*
- 3.8 With respect to the Company's attendance at the Site, the Customer shall, at its own cost:
- (a) ensure that the Customer Representative provides the Company with all information, co-operation and support and access to such facilities, resources and utilities at the Site as may be required to enable the Company to carry out its obligations to the Customer;
 - (b) where any excavation is to take place on the Site permission to excavate and confirmation that there are no underground services are present needs to be given; the Customer Representative can do this by signing the Excavation Permit or confirming by email to the Operations Manager prior to commencement of the works;
 - (c) be responsible for preparing and maintaining any relevant part of the Site for the performance of the Services and for reinstating any such part of the Site and undertaking any required making good and clean-up work once performance of the Services has been completed;
- (d) provide facilities at the Site for the off-loading and storage of the Company's tools, equipment, plant and materials in a secure area protected from theft and damage and shall be solely responsible for the safekeeping of the Company's tools, equipment, plant and materials whilst the same are stored at the Site;
 - (e) take all steps to ensure the health and safety of the personnel of the Company whilst they are in attendance at the Site in connection with the performance of the Services and be solely responsible for ensuring the safety of any and all persons who are or may be present at the Site during the performance of the Services, including restricting access to those areas of the Site where the Services are or are to be performed to those individuals engaged in performing the Services;
 - (f) provide prompt and unobstructed access to and egress from the Site;
 - (g) report any unusual conditions or obstacles to the performance of the Services at the Site to the Company;
 - (h) Insure that there is no Disturbance to the Treatment Area for the duration of the Treatment Programme;
 - (i) at all times during the performance of the Services ensure, insofar as it is reasonably practicable to do so, that other trades or operations are not undertaken on that part of the Site where the performance of the Services is to take place, so as to ensure that the Services can be performed in one continuous, uninterrupted operation during the Company's normal working hours;
 - (j) be responsible (other than for statutory obligations placed solely on the Company) for obtaining all consents, permissions, easements and licences required for the performance of the Services in accordance with these Conditions and for complying with all Statutes and Orders, Regulations and By-Laws which are applicable at any time to the Services and shall indemnify and keep indemnified the Company against any actions, proceedings, costs, charges, claims or demands arising out of or in connection with any breach of this Condition 3.8 (i); and
 - (k) where requested to do so by the Company, effect and maintain appropriate insurance at the Site on an all risks basis and in an adequate amount.
- 3.9 The Customer shall at its own expense provide the Company with all Input Material within sufficient time so as to enable the Company to provide the Services in accordance with the Contract. The Customer shall ensure the accuracy and completeness of all Input Material provided.
- 3.10 The Company may perform the Services in separate tranches. Each separate tranche shall be invoiced and paid for in accordance with the provisions of the Contract. Each tranche shall be a separate contract. No repudiation or termination of any one contract relating to a tranche shall entitle the Customer to repudiate or terminate any other contract or tranche.
- 3.11 All treated soil must be retained on site after any Treatment Programme has been completed, since the classification of the soil will need to be determined by taking detailed soil samples prior to the removal of the treated soil from the Site. This

- process will be undertaken at the Customer's sole cost and expense.
- 3.12 The Customer shall not, without the prior written consent of the Company, at any time from the date of commencement of the Contract to the expiry of 12 months after the last date of supply of the Services or termination or expiration of the Contract, as applicable, solicit or entice away from the Company or employ (or attempt to employ) or otherwise engage or attempt to engage the services of any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Services.
- 3.13 Any consent given by the Company in accordance with Condition 3.12 shall be subject to the Customer paying to the Company a sum equivalent to 15 % of the then current annual remuneration of the Company's employee, consultant or subcontractor.
- 4. Contract Price**
- 4.1 The Contract Price shall be the price set forth in the Company's written acceptance of the Customer's order issued pursuant to Condition 2.3, plus any increase which may be applicable or any variation which may arise subject to these Conditions.
- 4.2 Unless otherwise agreed by the Company in writing, the Contract Price will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of commencement of performance of the Services.
- 4.3 Without limiting the application of any provision of Conditions 3.4-3.7, the Company reserves the right to increase the Contract Price to reflect any increase in costs, charges or expenses to the Company which is due to:
- (a) any factor beyond the control of the Company (including any increase in the costs of labour, materials or other costs of supply);
 - (b) anything which adversely affects or alters any obligation of the Company hereunder;
 - (c) any change in performance dates or times for the Services which is requested by the Customer and accepted by the Company; or
 - (d) any other cause attributable to the Customer, including any delay caused by the Customer, or any failure of the Customer to give the Company adequate, accurate or complete information or instructions.
- 4.4 The Company reserves the right to charge the Customer for any Output Material provided to the Customer.
- 5. Payment**
- 5.1 Invoices shall be raised and the Contract Price shall be paid by the Customer to the Company in accordance with the requirements set out in the Company's written notification of acceptance of the Customer's order issued pursuant to Condition 2.3. Any stage payments which are to be made under the Contract shall be made in the amounts and at the times stipulated. All payments shall be made by the Customer to the Company within 30 days of the date of the corresponding invoice.
- 5.2 Time for payment shall be of the essence of the Contract.
- 5.3 No payment shall be deemed to have been received until the Company has received cleared funds. In the event that the Customer tenders payment by cheque and said cheque is returned unpaid to the Company, the Customer shall reimburse the Company for any bank charges incurred by the Company.
- 5.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 5.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the

- Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 5.6 The Company will not accept deductions for any retention.
- 5.7 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% plus the Bank of England base rate, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Customer shall reimburse the Company for any and all costs incurred by the Company in recovering payment pursuant to this Condition 5.
- 5.8 Without prejudice to Condition 5.7, any failure by the Customer to pay the Company any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Condition 9.1 (b)-(e) in relation to the Customer shall entitle the Company, at any time and without notice to the Customer and without limiting any other remedy available to the Company under these Conditions, the Contract, or otherwise:
- (a) to suspend or cancel the performance of the Services;
 - (b) to withdraw or reduce any agreed monthly credit limit;
 - (c) to treat the Contract as having been repudiated by the Customer;
 - (d) to terminate the Contract; and
 - (e) to terminate any other subsisting contract with the Customer.
- 6. Confidential information and Intellectual property rights**
- 6.1 The Customer and the Company agree that in the course of the Company providing Services to the Customer, the parties may disclose to each other certain Confidential Information. The Customer and the Company agree that each party will not use the Confidential Information other than to perform their obligations under the Contract. Each party will maintain the Confidential Information's confidentiality and not disseminate it to any third party without the disclosing party's prior written consent, save that this obligation shall not apply to any Confidential Information that either party has a duty (whether legal or otherwise) to communicate or that is in the public domain or is already in the receiving party's possession through no fault of the receiving party.
- 6.2 The Customer acknowledges the Company's ownership of any Intellectual Property Rights in the Services and in any Output Material provided to the Customer pursuant to the Contract and agrees not to contest the Company's ownership or use of any such Intellectual Property Rights. Without limitation, the Customer shall not acquire any such Intellectual Property Rights or any licence or grant of rights therein, nor shall the Customer register or attempt or permit to be registered, any such Intellectual Property Rights or any licence or grant of rights therein. The Customer further acknowledges that any and all Intellectual Property Rights developed by the Company in performing the Services shall become vested and shall vest in the Company absolutely and shall also be subject to the other provisions of this Condition 6.2.
- 7. LIMITATION OF LIABILITY, GUARANTEE AND INDEMNITY - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**
- 7.1 Eco Control Solutions Limited hereinafter referred to as "The Company" hereby GUARANTEES that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of this Guarantee notifying the Company in writing within a period

	of TEN YEARS from the Document issue Date of the work: any continuance or recurrence of the invasive weed indicated above respectively to the work carried out in the areas identified in the report as the "treatment area" the Company, upon production of this Guarantee and all original relevant survey reports, quotations, specifications, drawings, plans, completion certificates and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for the land to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence at issue is of a kind against which the Company carried out control treatment in the area in which such continuance or recurrence has taken place.		
7.2	If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in re-growth of the invasive weed within the treated areas, the Company will carry out, without further charge, such further treatments as shall to the Company appear to be necessary to control the invasive weed and will reimburse in full the inspection fee paid.		
7.3	This Guarantee does not cover any loss (including consequential loss see 7.9) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 7.2 above, whether caused by the Company's negligence or otherwise.		
7.4	This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:		
	(a) where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;		
	(b) where all Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor.		
	(c) where the Client failed to pay the full price, any properly payable additional costs, and any interest due within one month of the date upon which the same fell due;		
	(d) where the land and property has not been kept in a good and proper state, so as to detect and prevent tipping or the early detection of growth by invasive weeds.		
	(e) where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate communication such as email. This may relate to cutting or pruning, the removal of waste, site clearance or the exclusion of plant materials from areas adjacent to the treatment area.		
	(f) where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company. This may include excavations in areas where herbicide treatments have been undertaken, where root barriers have been installed or contaminated waste has been subject to burial on site.		
	(g) where invasive plants have been re-introduced adjacent to watercourses or areas that have been subject to flooding, or by tipping or the uncontrolled propagation from adjacent land.		
7.5	This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions of this guarantee shall apply.		
7.6	In the event of disposal of the property, being the subject of this Guarantee, this Guarantee shall be assignable by the Client above named, to the new owner in which case the provisions hereof set out at 1-5 above shall apply in respect of that new owners as if the name of that new owner were substituted for any reference to the client PROVIDED THAT within three months of the change of ownership of the property, the new owner shall have:		
	(a) given written notice of the change to the Company;		
	(b) paid the Company's then current transfer fee; and permitted the Company's surveyor to inspect the property (so as to discover any defects as might prejudice the works carried out by the Company) if the Company in its absolute discretion so require.		
7.7	For the purposes of this Guarantee and the Contracts (Rights of Third Parties) Act 1999, the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.		
7.8	The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.		
7.9	For the avoidance of doubt, the Client and each subsequent Relevant Third Party acknowledges and agrees that when it is no longer the owner for the time being of the Property, it shall no longer be entitled to the benefit of the rights conferred by this Guarantee and that furthermore, neither the Client, nor any Relevant Third Party shall be entitled to assign or transfer its rights and / or obligations under this Guarantee.		
7.10	All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or retiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive		

7.11 damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;
In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following ORIGINAL (original can include the original email and attachments from The Company) documents must be produced by you:

- (a) Report(s), estimate and any drawings or plans relating to it
- (b) Receipted invoice or proof of payment
- (c) Certificate or letter of completion
- (d) The Company Guarantee

If the claim is justified, your payment will be returned in full. If your claim cannot be processed due to incomplete documentation or you decide not to pursue your claim, then an administration fee (at the rate prevailing at the time of the claim) will be deducted and the balance will be refunded.

7.12 In the event of a dispute arising under this guarantee as to the amount to be paid or the work to be performed the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act either party may apply to the General Manager of the Property Care Association for the appointment of a suitably qualified and experienced expert for the dispute in question.

8. Data protection

8.1 Personal data (as the same is defined in the Data Protection Act 1998) relating to the Customer or the Customer's employees acquired by the Supplier will be processed by the Supplier in connection with the Services which will include details such as phone numbers and email addresses for accessing the treatment areas, phone numbers and email addresses for invoicing and phone numbers to enable the identification of callers to the office. The Customer has the right to opt in or out of any marketing communication, this can be done verbally by calling the Head Office or via email to info@ecocontrol.co.uk.

9. Termination

9.1 Either party shall be entitled to immediately terminate the Contract on giving written notice to the other if:

- (a) the other party commits any material breach of any of these Conditions and in the case of such a breach which is capable of remedy, fails to remedy the same within 14 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied (for the avoidance of doubt any late payment or failure to pay by the Customer any sums due shall be deemed a material breach); or
- (b) an incumbrancer takes possession or a receiver is appointed over any of the property or assets of the other party; or
- (c) the other party makes a voluntary arrangement with its creditors or becomes the subject of an administration order; or
- (d) the other party has a bankruptcy order made against it or goes into liquidation (except for the purposes of amalgamation, reconstruction or other reorganisation); or
- (e) the other party ceases or threatens to cease to carry on its business.

9.2 Termination of the Contract shall be without prejudice to any accrued rights and remedies of either party.

10. Force majeure

The Company shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, Act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of any suppliers or subcontractors.

11. Changes

11.1 Notwithstanding the provisions of Condition 2.6 (which shall not apply to this Condition 11), the Company reserves the right without prior approval from or notice to the Customer to make any changes to the Services which are required to conform to any applicable safety or other statutory or regulatory requirements or which, in the reasonable opinion of the Company, do not materially affect the specification of the Services.

12. General

12.1 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.

12.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business.

12.3 Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

12.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.6 The Contract constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings between the parties.

12.7 Any dispute and complaints arising under or in connection with the Contract shall be referred to a Director of the Company and will be investigated fully.

12.8 The Contract shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.



John Lawson
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DG1 1LN

Eco Control Solutions
Tel: 0330 363 9555
Web: www.ecocontrol.co.uk
Email: matt@ecocontrol.co.uk

13/02/2025

ECS Reference: 19302

**Japanese Knotweed Management at Rosewood Lodge, Valleyfield House, Kirkcudbright,
DG6 4NQ**

Dear John,

Based on the survey carried out, ECS proposes that the most suitable course of remediation would be our 3-year herbicidal in situ Management Plan. **See Map 1 in the proposal for more details.** A mixture of both foliar application and stem injection will be used (See survey report for more detailed information and terms and conditions). The above method aims to eradicate the Japanese Knotweed over 1m from the watercourse by **November 2027** as per the proposal document. The costs have been spread over the entire programme to aid with budgeting. Please be aware that ECS can issue a full guarantee at any stage of the programme, or even before the programme begins, upon receipt of payment in full.

In situ Japanese knotweed eradication programme (as per the proposal document), including obtaining the AqHerb01 licence, for a lump sum price of **£3,500.00 +VAT.**

Accounts to be settled within 30 days of invoice: Invoicing stages are as follows:

First Visit 2025 – 40% of the contract total
Final Visit 2025 – 20% of the contract total
First Visit 2026 – 20% of the contract total
Final Visit 2027 – 20% of the contract total

This offer is valid for 30 days from date of issue.

Please do not hesitate to contact me should you have any questions on **07535 090679.**

Kind regards
Matt Haikings
Senior Surveyor



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