



Working in partnership with



Pest Control. Bird Control. Bird Proofing. Wildlife Management. Specialist Cleaning.

Claire Francis
Public Protection Manager Pest Control
Wiltshire Council
Public Protection Service
County Hall
Bythesea Road
Trowbridge
Wiltshire, BA14 8JD

10 September 2015
Our Ref: NBCQ5112

Dear Claire,

Ref: Gull Control Falconry Services

Further to our site visit to the Canal Road Trading Estate Area, Trowbridge, Wiltshire. I have the pleasure of enclosing a survey report and proposal that will provide you with a solution to your problems.

A full site survey inspection has been carried out to assess the requirements for a falconry service for affective gull control throughout the trading estate areas. The following proposal will further disrupt the established gull behaviour by reducing the nuisance and health risks associated with these pest birds.

I trust the enclosed is satisfactory, and I look forward to receiving your official order by return.

Your quotation is valid for a period of 90 days.

To proceed with the proposal or discuss any questions you may have, please contact me by calling 0800 169 9646 or direct on 07880 382 198. You can also contact me via email at darren.bishop@nbcbirdandpest.co.uk. I look forward to speaking with you soon.

Kind regards

Darren Bishop
Regional Surveyor & Business Development Manager
NBC Bird & Pest Solutions
M: 07880 382 198
E: darren.bishop@nbcbirdandpest.co.uk

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▶ What is falconry response and how does it work?

Falconry response is the use of hawks and/or falcons to deter nuisance birds. A bird of prey is a natural 'threat' to pigeons and gulls so the presence of them will deter nuisance birds from a location. This natural instinct to avoid predators is used in our bird management programmes to change the patterns of behaviour in the targeted bird species.

Nuisance birds often have a habituated behaviour in an area that puts them into conflict, whether that be roosting, feeding or nesting etc. We use their natural instinct to avoid predatory birds to change these patterns of behaviours by having a program of **intensive visits** flying our birds of prey that forces them to change their habits. Then when these habits have changed visits are reduced but a presence maintained with regular visits as part of a **management program** to prevent them returning.

The Birds of Prey

NBC's birds of prey are trained purely for the purpose of bird control, they are not show birds or pets. Just as you wouldn't or couldn't use a guide dog for sniffing out explosives you can't use a bird of prey that isn't trained for the job. At NBC our birds are trained from a young age so they are used to the environments in which they will work. Each species of bird of prey has different characteristics and will be more suitable for specific projects.



Harris Hawks

The Harris Hawk is naturally designed to be highly manoeuvrable making it ideal to work in urban areas such as city centres, shopping centres, warehouses, they can even be flown indoors e.g. aircraft hangars.

Falcons

The Falcon is the ultimate bird hunter; the Peregrine is in fact the fastest living thing! Falcons strike fear into birds making them very effective. Because they are very aerial in flight

Benefits of Falconry Response

- Doesn't interfere with the structure or look of the building like proofing can.
- Is always effective, birds never ignore our hawks or falcons.
- Viewed positively by staff and community as green option.
- Enables removal of birds without killing them.

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covering large distances they can disperse birds from a large area making them ideal for airfields, waste sites, industrial estates in fact any open space.

▶ Capability & Support

NBC is the largest falconry business in Europe with around a 100 trained staff to ensure that we are able to respond quickly to the needs of our customers anywhere in the UK. This resource of skilled people means that we have the cover to maintain continuity of service and means we do not have to cover large distances to attend jobs. This not only reduces the cost to you but also reduces our Co2 emissions so is better for the environment.

We also have significantly more working birds of prey available to us than our competitors. This allows our bird control teams to choose the right birds for the job ensuring an effective management programme 100% of the time. It also means that in the unlikely event that we lose a bird or it is unable to fly for any reason we can quickly provide a replacement to ensure continuity of service.

▶ Experience & Expertise

Established since 1993 NBC is the largest falconry business in the UK with more experience, more birds and more falconers than any other pest control business. During the last 21 years we have worked in all sectors and industries building a team of experts who will deal with all situations. In fact we pride ourselves on finding solutions to resolve conflict between birds and people where others are unable. Currently we have over 1100 active customers benefiting from our services.

Below is a small selection of some similar recent works to your own;

1. Plymouth City Council (Plymouth City Centre)
2. National Health Service (Bristol Southmead Hospital)
3. National Health Service (Royal Cornwall Hospital)
4. National Health Service (Royal Devon & Exeter Hospital)
5. Brend Hotels Ltd (The Victoria & Belmont Hotels, Sidmouth)
6. Peters Food Service Ltd (Food Factory, South Wales)
7. OM Property Management (The Granary, Wells next to the sea)
8. Neptune Marina Estates (Neptune Marina Apartments, Ipswich)
9. Stonedale Property Management (The Sphere, Canning Town)
10. Guinness Partnership (Portsmouth)

You can also view more case studies and video by visiting nbcbirdandpest.co.uk/casestudy/.



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► Nuisance Birds & the Risks

Staff, clients and the public are at risk through inhalation, contact or ingestion. Birds and their faeces present a real hazard and a risk assessment should be carried out where birds gather. In published notes one report states that there are over 800 reported transmissions of pathogens from feral pigeons to people. Similarly, they advise there have been hundreds of cases of histoplasmosis in people acquired via the airborne route during work on communal roosts of birds in urban areas.

We also have to consider that birds can be a physical risk with slip hazards from guano and aggressive behaviour - particularly gulls - resulting in physical attack. To properly protect those where we have a responsibility the risks need to be considered.

Histoplasmosis

When dried-out bird droppings are disturbed, a cloud of airborne dust carries micro-organisms into the lungs leading to respiratory difficulties.

Ornithosis

One of the most commonly found diseases it is transmitted by birds such as pigeons and is known as Ornithosis. A flu type disease, fatalities can occur as with normal influenza viruses.

Extrinsic Allergic

Alveolitis Extrinsic Allergic Alveolitis (often called bird fancier's lung) is caused by inhalation of dust from the birds and can be remedied by the total removal of the birds and associated debris.

Cryptococcosis

Contracted from bird droppings in nesting or roosting areas or wherever there are bird droppings and can result in flu like symptoms, a fever or in extreme cases, death.

Campylobacteriosis

A bacterial infection contracted via ingestion or contact of guano or guano dust. It causes diarrhoea or dysentery syndrome, mostly but can also include cramps, fever and pain



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▶ Survey report

A full site survey inspection has been carried out around the above trading estates after reports of ongoing gull activity with the following main points being noted:-

- Gull Colony in area nesting on nearby roofs
- Gulls become very aggressive once they have produced young
- Gulls are attracted and have habituated to the trading estate areas due to the height and pitch of buildings
- The large and high roof areas of the buildings offer gulls a perfect vantage point to observe the area for potential food sources
- Health and safety risk to maintenance staff carrying out work on roof areas from aggressive gulls
- Health and safety risk to members of the public visiting the trading estates and nearby businesses from aggressive gulls
- Noise complaints from neighbouring businesses and residents from persistent gull activity

During the inspection it has been noted there is a high volume of Herring Gulls within the area. These gulls have been an ongoing long established problem the Gulls have habituated to the area. These pest birds return each year to nest on the numerous high roofs on the trading estate which offer a good vantage point to observe potential food sources within the area. The high roof areas constructed of Asbestos offer gulls a perfect habitat to lay and incubate their eggs as the heat from the sun will heat the roof areas.

These pest birds are fouling the buildings, courtyards, buildings and pedestrian walkways within the area which is causing an unsightly appearance and requires constant cleaning attention in order to avoid any potential slip hazard which could result in possible litigation action being taken should a member of the public or a customer suffers an injury from slipping on fouling build-up.

Fouling build-up on the many roof areas can result in building structure damage from water ingress due to rain water gullies and gutters becoming block. These areas need constant gutter clearances in order to avoid potential damage which can result in costly repairs.

Due to the high number of gulls within the area landing on and around the many roofs throughout the trading estate and nearby resident's homes causing a general noise nuisance, there are numerous complaints being constantly recording by Wiltshire County Council. This problem will increase further during the gull season as the gulls compete with each other in order to feed their offspring. This could lead to possible loss of revenue to the local businesses.

Once the gulls have built their nests and had young they will become increasingly very aggressive in order to feed and protect their offspring and nesting sites, this is a health and safety concern for the general public with a risk of possible litigation action being taken from gull attack injuries.



The illustration shown with the red stars highlight the main areas of concern where high volumes of gulls are located on the many high roof areas of the industrial estate.

This is having a negative impact on the neighbouring residents and numerous businesses within the area which could cause a loss of revenue trade.

This gull problem will cause a loss of public good will by the local businesses and stakeholders. There is also a high risk of possible litigation action being taken from gull attack injuries.

▶ Gull Biology

Due to the nature of the Gulls, an egg and nest removal should be carried out every 20 days in order to deter Gulls from continuing to recycle new eggs. Gulls will then only recycle new eggs once a year as they have to incubate the eggs for a period of 31 days. If they eggs are remove before being incubated the Gulls will continue to recycle. If they eggs are incubated for too long there is a risk they will hatch, once hatched the baby Gulls are then protected. Generally the Gulls will be present on the roofs for a period of 6 months each year and return in greater numbers year on year as the young become mature after 3 years and return to their natural breeding site. Below is the typical breeding pattern of the Gulls.

January & February – Gulls return to their nesting & feeding sites

March – Gulls begin to Pair up and start nesting

April – Gulls Begin to lay eggs (2-3 eggs per nest)

May – 31 days incubation of eggs

June – Young Gulls hatch

July & August – Young Gulls begin to fledge

This Natural behaviour can continue over a greater period of time if a second clutch of eggs are laid and allowed to hatch.

▶ Recommendations

In situations where clients have a population of nuisance birds but are unable to restrict their access through proofing measures. NBC uses falconry response as a method of effective bird control, which makes the area undesirable to the birds and encourages them to establish a new pattern of behaviour in another area.

Once the target species learn that there is a potential predator in the area and have moved away from the area only a periodic maintenance program will be required in order to maintain control and to keep a predator presence.

Unlike audio or mechanical devices, birds never habituate to the presence of a live predator.

Our programme is the **only one to be proven by a five year study carried out by the Government's own Central Science Laboratory.**

The falconry response service consists of a set management program as detailed;

- Install an intensive bird of prey flying program to change gull behaviour patterns and reduce gull activity around business estate areas
- Install regular bird of prey predator flying program to limit and control gull presence on the sites
- Install program to change gull flight patterns and behaviour habits over the business estates
- Maintain a regular bird of prey flying program to limit and control gull presence on the sites
- Install program to demonstrate to nearby residents and local businesses of your best efforts and committed due diligence
- Install a regular program for gull egg and nest removal to deter and disrupt gulls from the estates

In order to break the natural behaviour habits of the gulls around the estate a full intensive Harris Hawk flying program should be carried out. This program consists of daily flights lasting 3 hours per flight over the entire area for a 10 day period. This will educate the gulls of the regular presence of a bird of prey predator on the estate areas.

In order to maintain the gull control of the area and to protect the estate areas from gulls nesting in the future, regular bird of prey flights should be carried out in order to ensure the gulls are further deterred from the area and maintain a bird of prey predatory presence. These flights consist of a 2 hour flight throughout the entire estate area using Harris Hawks.

An egg and nest removal program should put into place alongside the live bird of prey flights to ensure the gulls continue not to establish themselves to the area. This program will educate the gulls to associate the bird of prey presence being the cause of their eggs and nests not thriving and will consist of 4 specific egg removal visits by a qualified 2 man team during the gull season for 1 day per visit.

▶ Your Quotation

Bird of prey management program – Option 1	
Live bird of prey intensive flying program over area using Harris Hawks and Falcons to educate gulls to a bird of prey predator presence. Each flight will consist of a daily visit with Harris Hawks and a specialist qualified Falconer for 2 hours over a 10 day period @£128.00 per flight x 10 flights	£1,280.00
Regular live Harris Hawk/Falcon flights to maintain presence and protect area over a 12 month period @ £128.00 per flight – 2 hours per flight x 26 flights per annum	£3,328.00
Regular Gull egg and nest removal program from all accessible roof areas as identified during April, May and June 2015. Each visit consists of a qualified 2 man team for 1 day per visit @ cost of £800.00 per team per day x 4 visits (Birds will be flown during program)	£3,200.00
Access – To be arrange by Wiltshire Council in partnership with NBC Bird & Pest Solutions Ltd during the above period to ensure all access is suitable for the program	Client
	£7,808.00
Bird of prey management program – Option 2	
Live bird of prey intensive flying program over area using Harris Hawks and Falcons to educate gulls to a bird of prey predator presence. Each flight will consist of a daily visit with Harris Hawks and a specialist qualified Falconer for 2 hours over a 10 day period @£128.00 per flight x 10 flights	£1,280.00
Regular live Harris Hawk/Falcon flights to maintain presence and protect area over a 12 month period @ £128.00 per flight – 2 hours per flight x 52 flights per annum	£6,656.00
Regular Gull egg and nest removal program from all accessible roof areas as identified during April, May and June 2015. Each visit will consists of qualified 2 man team for 1 day per visit @ cost of £800.00 per team per day x 4 visits (Birds will be flown during program)	£3,200.00
Access – To be arrange by Wiltshire Council in partnership with NBC Bird & Pest Solutions Ltd during the above period to ensure all access is suitable for the program	Client
	£11,136.00

All prices are subject to VAT

A 3-5 year program commitment is highly recommended to successfully reduce gull population and alleviate the key points of concern as listed. There will be a fixed price as detailed in the quotation cost above for the duration of the program if Wiltshire Council commit to a 3-5 year program.

During this 3-5 year commitment there will be no increase on the gull control program cost.

Purchase orders to cover each year will be required to ensure the price is fixed.

▶ About NBC Bird & Pest Solutions

Since 1993 we have delivered expert, innovative and ethical bird, pest and wildlife control services helping our customers prevent and resolve conflict between their business activities and nuisance birds, wildlife and common pests.

▶ **Expert** – At the forefront of our industry

Recognised as experts we have assisted in many scientific studies for birds, rats and cockroaches and included the largest ever study on bird control practices carried out in the world completed by FERA.

NBC has credibility so are regularly called in to ease legal or legislative pressures clients are experiencing as a recognised Expert Witness. We are BPCA members and committed to retaining our position as a knowledge leader through CPD with operational staff registered to the BASIS PROMPT (Professional Register of Management Pest Technicians).

▶ **Ethical** – With control comes responsibility

We are not your usual pest control company. We will do what is necessary to deal with the issues our clients are facing; but we are sensitive to the ethical and legal obligation to consider non-lethal methods first.

We will always deal with the problems humanely and without adverse effects on non-target wildlife or the environment. NBC is positioned to ensure your conscience is clear, your environmental policies are intact and your business is free from potential public or legislative attack.

▶ **Innovation** – Delivering measurable value

Innovation is not just about technology it's about finding efficient ways of achieving objectives that deliver better value and effective bird or pest solutions.

Mi-SITE is an online resource that allows multi-site contracts to be managed easily and efficiently by providing real time Management Information on performance against KPI's in instant printable reports. The system is automated and updates site visit information in real time using digital pen software used by our technicians.

▶ **Value** – Approved quality & commitment

We are committed to providing the highest standards of bird and pest control at a price which represents best value, working safely, honestly and dependably to provide solutions where many traditional pest control companies don't or can't. Our commitment to quality and environmental standards is demonstrated via our ISO 9001 and ISO 14001 accreditations and being CHAS and Safe Contractor approved.

▶ Other Bird of Prey Services We Offer

Working with birds of prey is not just a job for our bird control teams but a passion. NBC began with its roots in the countryside and the interest and passion that originally drove the business to its current day success.

We work with customers, charities and organisations to share our passion for the birds of prey by providing bird of prey displays, hawk walks and handling experiences.

As well as hawks and falcons we have falconry centres that house owls and eagles providing access to all types of birds of prey.

You can apply for a bird of prey experience by visiting our website at nbcbirdandpest.co.uk/community/



► Quality, Safety & Environmental Management Systems



ISO 9001 Registered

We are accredited with the Quality Standard BS EN ISO 9001:2008 and regularly undertake assessments to maintain these quality standards.



ISO 14001 Registered

In achieving this standard it demonstrates our commitment to continually developing and improving our environmental management systems to ensure environmental compliance throughout our business and in our day to day activities.



BPCA Members

We are full members of the British Pest Control Association. Full membership is only open to companies which meet a certain high standard criteria. The procedures and qualifications of our organisation are audited by the BPCA and all our works are undertaken according to the stringent code of practices.



Safecontractor Approved

We are Safecontractor approved. Safecontractor is a recognised leading pre-qualification scheme that assesses the health and safety competency of contractors and service providers.



Constructiononline

We have passed the stringent pre-qualification process to become a Constructiononline accredited supplier. Independently audited and continually assessed you can be assured that NBC meets a standard and recognised pre-qualification criteria.



Contractor Plus

An accreditation scheme which requires assessment of safe working procedures to reduce liability and thereby demonstrating our commitment to compliance with corporate legislation in order to meet client demands.



Skills Certificate Scheme (CSCS)

NBC employees are competency assessed to ensure health and safety competence when visiting clients' sites.



BASIS-PROMPT Registered

BASIS PROMPT (Professional Register of Managers and Pest Technicians) was set up to establish and assess standards in the pesticide industry relating to storage, transport and competence of staff. Membership underlines professionalism, quality of service and value for money.



The Contractors Health and Safety Assessment Scheme (CHAS)

A scheme dedicated to completing health and safety pre-qualification assessments to a nationally recognised and accepted threshold standard.



BIFM

The FMA is the leading body for the Facilities Management industry. We are corporate Members working with the BIFM and BIFM members to ensure we understand and deliver to the FM industry's needs.



Business In The Community

As participants of this business-led charity we demonstrate our commitment to lead the industry with responsible business practices and support the development of resilient communities, diverse workplaces and a more sustainable future.



Think Wildlife

The Campaign for Responsible Rodenticide Use (CRRU) aims to protect wildlife while promoting and providing effective rodent control through the responsible use of rodenticides.

▶ Alternative Bird Control Methods

Bird Netting

Bird netting is used for areas of a building where there are large populations (high pressure) of nuisance birds where the birds are highly motivated to return either for breeding, nesting or roosting.

Netting is 100% effective when deployed correctly and is one of the most flexible bird control solutions available ideal for courtyards, rooftop air-conditioning and frontages or inside hangers and industrial warehouses.



Bird Spiking & Bird Wire

Bird spiking and bird wire are suitable for areas where there are small populations of nuisance birds (light bird pressure) where the birds are roosting, perching or possibly nesting. Bird spiking when installed correctly acts as a physical barrier to the birds without harming them.



Bird Free Gel

Bird gel works on all the birds senses, it not only provides a physical barrier, it has some taste aversion and gives of a UV effect which the birds see as fire therefore avoid.



Avishock – Electric Bird Deterrent

The Avishock system is very discreet and a favourite with architects. It is a low profile track which omits an electrical pulse like a electric fence for cattle. It doesn't harm the birds but prevents them from perching or roosting.



Bird Scaring Products

NBC offers a wide range of electronic audio distress call systems, kites, gas guns and other products to help with situations of low pressure.



For more information on these bird control methods talk to your local surveyor. We are happy to provide free advice or you can book a free site survey, **freephone 0800 169 9646**.

▶ Our Customers

We work in partnership with our customers to provide the most efficient, cost effective service possible using innovation and expertise. We have a prestigious list of local and national clients and we would be pleased to provide client references if required.

Our satisfied clients include:

- Vinci Facilities
- Walkers Snack Foods
- Grampian Country Foods
- Euro Tunnel
- PepsiCo Quaker Oats
- Kier Group
- May Gurney
- Marriot Hotels
- Scottish Parliament
- Exxon Mobil
- NHS
- BAA
- National Grid
- Shell
- Aviva
- Carlsberg Tetley Ltd
- ABP
- P&O





NBC Bird & Pest Solutions Ltd Terms of Business

1. DEFINITIONS

1.1 In these Terms the following words and phrases will have the following meanings unless inconsistent with the context:

“Agreement”	any agreement between NBC and the Customer for the sale and purchase of Products and/or provision of Services formed as set out in Clause 2
“Commencement Date”	the date on which NBC commences performance of the Services and/or delivers the Products or as set out in the Specification whichever is the earlier
“Customer”	the person(s), firm or company whose order for the Products and/or Services is accepted by NBC
“Equipment”	any material goods bird(s) or otherwise owned by and/or licensed to NBC and utilised in provision of the Products/Services
“Location”	the place where performance of the Services and/or delivery of the Products is to take place
“NBC”	the company or person (including its/their employees agents or sub-contractors) whose full details are given in the Specification
“Price”	the price rate charges for the Products and/or Services detailed in the Specification or otherwise detailed in this Agreement or in writing by NBC (or where not detailed a reasonable price) and is exclusive of any value added tax or any other applicable sales tax or duty.
“Products”	any products which NBC supplies to the Customer under an Agreement
“Services”	any services which NBC provides to the Customer (including all of them or any part of them) under an Agreement“
Specification”	the documents detailing the Services and Products, including but not limited to any document to which these Terms are appended
“Terms”	these standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Customer and NBC

1.2 The headings in these Terms are for convenience only.

2. AGREEMENT FORMATION

2.1 Subject to any variation under Clause 2.6, the Agreement will be upon these Terms and shall exclude all other terms and any previous oral or written representations, including any terms or clauses which the Customer purports to apply under any similar document whatsoever, including any purchase, acknowledgement or confirmation of order. Each order or acceptance of a quotation for Services and/or Products will be deemed to be an offer by the Customer to purchase Services and/or Products upon these Terms.

2.2 The provision of the Services or acceptance of delivery of the Products will be deemed conclusive evidence of the Customer’s acceptance of these Terms.

2.3 The Agreement is formed when an order is accepted by NBC, and no agreement will come into existence until both parties have signed the Specification

2.4 Any quotation is valid for a period of 30 days only from its date, provided NBC has not previously withdrawn it.

2.5 Save as set out elsewhere in this Agreement, the Customer may not cancel the Agreement. NBC may cancel the Agreement at any time prior to provision of the Services.

2.6 Save as set out in the Agreement, these Terms may only be varied or amended in writing and signed by NBC.

2.7 NBC may provide the Products or Services in stages. Each separate stage will be invoiced and paid for in accordance with the provisions of the Agreement. Each stage will be a separate Agreement and no cancellation or termination of any one Agreement relating to a stage will entitle the Customer to repudiate or cancel any other Agreement or stage.

2.8 All samples, drawings, descriptive matter, and advertising issued by NBC and any descriptions or illustrations contained in NBC’s or manufacturer’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products represented by or described in them, and they will not form part of the Agreement.

3. PRODUCTS & SERVICES

- 3.1 The description of the Services and/or Products will be as set out in the Specification.
- 3.2 Prior to the Commencement Date the Customer shall at its expense and in accordance with law bye-law regulation or otherwise obtain or give assistance in the obtaining of (including without limitation) all licences permissions consents from the relevant local and/or planning authority(ies) and/or any other third party(ies) (including without limitation the Customer's neighbour(s)) or otherwise required for NBC to lawfully provide Services and/or Products on the Commencement Date.
- 3.3 In accordance with clause 3.2 above the Customer shall procure the lawful provision of access to and all facilities at the Location that NBC may reasonably require to carry out the Services on the Commencement Date.
- 3.4 The Customer will permit NBC to make a charge (forming an additional part of the Price) at NBC's hourly rate as detailed in its Specification or otherwise from time to time for any delay in providing Services and/or Products and/or any subsequent work cancellations suffered by NBC as a result of the Customer's failure to comply with any term(s) of these Conditions or otherwise provide proper instruction.
- 3.5 The Customer shall ensure that the Location is in a safe condition and does not present a risk to NBC and shall notify NBC of any specific precautions or regulatory requirements (including but not limited to any site licence) in respect of the Location of which NBC should be aware.
- 3.6 NBC may at its absolute discretion cease to provide Services and/or Products if it has reasonable grounds to consider that the Customer is failing to comply with clauses 3.2, 3.3 and 3.5 inclusive. NBC shall as soon as reasonably practicable inform the Customer of its reasons and shall be entitled (in accordance with clause 4.3 below) to charge the Customer in addition to and forming part of the Price for any Services or Products it would have provided during such periods of non-performance or non-delivery.
- 3.7 NBC may change the Specification and/or the design materials or finishes of the Products and/or Services:
- 3.7.1 to conform to any relevant safety or other statutory or regulatory requirements; or which do not materially affect their quality or performance;
- 3.7.2 NBC will perform the Services with reasonable care and skill, but gives no guarantee or warranty that it will eradicate all target species.
- 3.8 Pests treated that are not detailed in Service Treatment or Service Agreement under pests covered and / or where the number of specified call outs is exceeded, a separate charge will be made. Call outs are those made between 8am and 6pm Monday to Friday.

4. PRICE AND PAYMENT

- 4.1 NBC will be entitled to increase the Price for the Services and/or Products:-
- 4.1.1 following any changes in the Specification made at the request of the Customer and agreed by NBC;
- 4.1.2 to comply with the requirements referred to in Clause 3.7.1
- 4.1.3 to meet the cost of any additional expense incurred by NBC as the result of the Customer's instructions or lack of instructions or other oversight or default whether or not expressly stated in this Agreement
- 4.1.4 annually on each anniversary of the Commencement Date in line with changes in the general index of retail prices
- 4.2 If any sum payable under the Agreement is not paid when due that sum will bear interest (before and after any judgment) from the due date until payment is made in full at 4 % per annum over Barclays Bank plc base rate from time to time. Payment of such interest shall be without prejudice to NBC's rights under the Agreement. NBC shall in addition be entitled to suspend provision of the Services/ Products until the outstanding amount (including without limitation interest) has been received cleared by NBC from the Customer.
- 4.3 Time for payment of the Price will be of the essence and the Price shall be payable to NBC in full (immediately upon termination under clauses 8 and 9 below) and without any set off notwithstanding the Customer's breach(es) (wilful or otherwise) of any term(s) of this Agreement

5. NBC'S OBLIGATIONS

- 5.1 Subject to clause 3.2 NBC shall within a period of 3 months from the date of provision of Services / Products refund the cost of or re-perform such Services at its cost or repair or at its option replace free of charge Products which are proved to the reasonable satisfaction of the parties not to comply with the Specification due to defects in materials or workmanship.
- 5.2 The provisions of clause 5.1 will not apply where:
- 5.2.1 1 any instructions and recommendations in respect of the Services have not been complied with in all respects;
- 5.2.2 the Products have been incorrectly altered in any way whatsoever or have been subject to misuse or unauthorised repair;

- 5.2.3 the Products have been incorrectly installed or connected or any maintenance or usage requirements relating to the Products have not been followed;
 - 5.2.4 any instructions as to storage of the Products (whether prior to and during provision of Services) have not been complied with in all respects; or
 - 5.2.5 the Customer has failed to notify NBC of any defect or suspected defect within 14 days of provision of Services / Products where the defect should be apparent on reasonable inspection or within 14 days of a defect coming to the knowledge of the Customer where the defect is not one which should be apparent on reasonable inspection but at the latest 3 months from the date of performance/delivery;
 - 5.2.6 any part or all of the Price is due and remains unpaid
- 5.3 Any re-performed Services will be liable to re-performance or refund under the terms specified in clause 5.1 for the unexpired portion of the 3 month period from the date of performance of such re-performed Services. Any Products that have been replaced will belong to NBC. Any repaired or replacement Products will be liable to repair under the terms specified in clause 5.1 for the unexpired portion of the 3 month period from the original date of delivery of the replaced Products.
- 5.4 Further to clauses 6.1.7 and 6.1.8 below NBC will exercise all reasonable care in recovering the Equipment from the Customer's premises but NBC will not be responsible for undertaking any restoration work at the Customer's premises and/or any costs whatsoever associated with such restoration work
- 5.5 NBC will only use pesticides that are approved under the Control of Pesticide Regulations 1986 and have been assessed for any hazard under the Control of Substances Hazardous to Health Regulations (COSHH. Information on pesticides used will be available on request.

6. CUSTOMER'S OBLIGATIONS

- 6.1 The Customer:-
- 6.1.1 shall not sell part with possession of pledge or otherwise dispose of any Equipment owned by NBC
 - 6.1.2 shall insure against injury (including death) to any persons or for loss of or damage to property as a result of the Customer's default or negligence.
 - 6.1.3 shall comply with all statutory and safety requirements relating to services, products and hired equipment.
 - 6.1.4 shall advise NBC and its employees of any hazards it/they may encounter whilst working at the customers site.
 - 6.1.5 shall notify NBC immediately of any damage, destruction or loss to or of any equipment.
 - 6.1.6 shall not at any time permit any hired Equipment to be removed, cleaned or repaired or maintained other than by NBC representatives
 - 6.1.7 acknowledges and agrees that Equipment will remain owned or licensed to NBC notwithstanding provision of the Products/Services and Customer shall not at any time have any right of lien or equivalent over any Equipment exercisable against NBC or any other third party
 - 6.1.8 shall on notice allow any person (including without limitation providing access to any access codes keys or equivalent) authorised by NBC to enter premises (including the Location) at all reasonable times to inspect attend to and/or recover Equipment. If on termination of this Agreement or completion of provision of the Products/Services to NBC's reasonable satisfaction NBC is for any reason not allowed (by the Customer or any other third party) or able to take possession of its owned or licensed Equipment NBC will be entitled to charge the Customer the full current replacement cost of such non-recoverable Equipment.
 - 6.1.9 acknowledges and agrees that:-
 - (a) the Customer shall indemnifying NBC in full on demand for any damage caused to the Equipment (other than that which is a direct result of NBC's negligence) whilst on the Customer's possession whether or not such damage is caused by the Customer;
 - (b) NBC will be entitled to charge the Customer for the full repair or replacement cost any Equipment so notified as damaged under clause 6.1.9(a) above

7. LIABILITY AND INDEMNITY

- 7.1 NBC does not exclude its liability (if any) to the Customer for any matter (including for personal injury or death resulting from NBC's negligence) which it would be illegal for NBC to exclude or to attempt to exclude its liability. This Agreement does not affect legal rights where the Customer is a consumer
- 7.2 Except as provided in Clause 7.1 NBC will be under no liability to the Customer whatsoever (whether in contract, tort (including without limitation negligence) for any damage or for any direct indirect or consequential loss (all three of which terms include, but are not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
- 7.2.1 any breach by NBC of any of the express or implied terms of the Agreement;
 - 7.2.2 any of the Services and/or Products (including but not limited to any use made or resale by the Customer of any Products or any product incorporating any of the Products) or the supply or failure or delay in supply of the Services by NBC or on the part of NBC;
 - 7.2.3 any non-fraudulent statement made or not made or advice given or not given by or on behalf of NBC.
- 7.3 Except as set out in Clauses 7.1 NBC hereby excludes to the fullest extent permissible in law all express (other than those set out in the Agreement) or implied statutory customary clauses warranties and stipulations or otherwise which, but for such exclusion would or might subsist in favour of the Customer.
- 7.4 Subject to clause 7.1, NBC's aggregate liability under any Agreement whatsoever (whether in contract, tort (including without limitation negligence) for any injury death damage or direct indirect or consequential loss (all three of which terms include but are not limited to loss of profits loss of business depletion of goodwill and like loss) however caused will be limited to £1million
- 7.5 The Customer acknowledges that the above provisions of this Clause 7 are reasonable and reflected in the Price which would be higher without those provisions and the Customer will accept such risk and/or insure accordingly
- 7.6 The Customer agrees to indemnify keep indemnified and hold harmless NBC from and against all direct indirect or consequential loss (all three of which terms include but are not limited to loss of profits loss of business depletion of goodwill and like loss) costs expenses liabilities injuries damages claims demands proceedings or legal costs and judgments which NBC incurs or suffers as a consequence of direct or indirect breach or negligent performance or failure in performance by the Customer of the terms of the Agreement.

8. FORCE MAJEURE

- 8.1 NBC will not be liable to the Customer in any manner whatsoever for any failure or delay or for the consequences of any failure or delay in provision of Products/Services under an Agreement if it is due to any acts events omissions or accidents beyond the reasonable contemplation and control of NBC including but not limited to acts of God war national emergency or act of terrorism riot civil commotion compliance with any law or government requirement, rule regulation or direction accident; breakdown or non-performance of machinery or Equipment fire explosion flood storm strikes or other industrial disputes (whether involving the workforce of NBC or otherwise) default of suppliers or sub-contractors death or ill health of NBC or of birds used in the provision of the Services ("Force Majeure event")
- 8.2 If the event causing the delay continues for a period in excess of 3 month then either the Customer (subject to clause 8.3) or NBC will be entitled to terminate the Agreement by written notice to the other and NBC will be entitled to payment of the Price in full but will not be entitled to payment from the Customer in respect of extra costs and expenses incurred by virtue of the Force Majeure Event
- 8.3 Any breach(es) of any term(s) of this Agreement (wilful or otherwise) by the Customer will not be deemed a Force Majeure Event entitling the Customer to terminate under clause 8.2

9. TERM AND TERMINATION

- 9.1 This Agreement shall commence on the Commencement Date and subject to the provisions for earlier termination set out elsewhere in these terms will continue until terminated by either party giving to the other not less than 2 months' prior written notice to the other such notice to be given between 4 and 2 months prior to any anniversary of the Commencement Date and to expire on that anniversary.
- 9.2 If the Customer purports to terminate this Agreement other than by giving the required period of notice as detailed in Clause 9.1 and NBC consents to the same or if NBC terminates this Agreement in the circumstances set out in Clause 9.2 then without prejudice to any right or remedy of NBC the Customer shall pay to NBC upon receipt of an invoice a sum equal to Price for as appropriate:
- 9.2.1 the balance of the Price (and any other monies) outstanding from and including the date of NBC's consent or termination to the anniversary of the Commencement Date or any subsequent 12 month period anniversary and expiring on that anniversary; or if this balance of the Price due is less than the amount that would have been due to NBC if the Customer had given the required period of notice under clause 9.2
 - 9.2.2 the balance of the Price (and any other monies) due from the actual date of NBC's consent or termination until the date of expiry of the notice period of notice under clause 9.2

- 9.3 Either party may by notice in writing served on the other terminate the Agreement forthwith if the other:
- 9.3.1 becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983 or dies;
 - 9.3.2 is in material breach (including but not limited to failure to pay any sums due in accordance with Clause 4) of any of the terms of the Agreement and where the breach is capable of remedy the party in breach fails to remedy such breach within 28 days' service of a written notice from the other, specifying the breach and requiring it to be remedied;
 - 9.3.3 has any distraint execution or other process levied or enforced on any of its property ceases to trade or is threatening to cease to trade.
- 9.4 The termination of the Agreement howsoever arising is without prejudice to the rights duties and liabilities of either the Customer or NBC accrued prior to termination.
- 9.5 NBC will be entitled to suspend any performance otherwise due to occur following service of a notice specifying a breach under Clause 9.3.2 until either the breach is remedied or the Agreement terminates whichever occurs first.
- 9.6 The Customer agrees that during the term of this Agreement and for a period of 12 months following termination thereof it will not solicit or entice away or endeavour to solicit or entice away from NBC or employ or offer employment to or engage or otherwise contract whether as employee contractor franchisee or otherwise for the purposes of bird/pest control with any person who was employed by NBC during this Agreement and with whom the Customer had contact nor (which is a separate covenant) will the Customer either during the term of this Agreement or for a period of 12 months following termination thereof engage contract with or otherwise do business for the purposes of bird/pest control with any business in which any such person is an employee or contractor.

10. GENERAL AND RISK AND TITLE

- 10.1 The Agreement is personal to the Customer who may not transfer all or any of its rights or obligations under the Agreement without NBC's prior written consent. NBC may at any time transfer all or any of its rights or obligations under the Agreement without the prior consent of the Customer
- 10.2 This Agreement is governed in all respects in accordance with the laws of England and shall be subject to the non-exclusive jurisdiction of the courts of the England.
- 10.3 No variation modification or alteration of any of the terms of this Agreement shall be of any effect unless evidenced in writing signed by or on behalf of each of the parties.
- 10.4 Any notice to be given in connection with this Agreement shall be in writing and (without prejudice to proof that it has been effectively given in any other manner) shall be deemed duly served if delivered personally or posted by courier or sent by facsimile to the address of the party concerned which is set out in this Agreement or notified to the other party in accordance with the provisions of this clause. Any such notice shall be deemed to be served if delivered personally or sent by facsimile on the day on which it is delivered or if sent by courier forty eight hours after the time of delivery to the courier.
- 10.5 Time for performance of all obligations of the Customer under the Agreement is of the essence. Time for performance of all obligations of NBC under Agreement is not of the essence.
- 10.6 If any clause or part of the Agreement is found by any court or equivalent body to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Agreement and will be ineffective without, as far as is possible, modifying any other provision or part of the Agreement and this will not affect any other provisions of the Agreement which will remain in full force and effect.
- 10.7 No failure or delay by NBC to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy.
- 10.8 The parties to the Agreement do not intend that any of its terms will be enforceable by any person not a party to it save that NBC Bird & Pest Solutions Limited may enforce any term of this Agreement
- 10.9 Risk of damage to or loss of the Products shall pass to the Customer upon delivery of the Products
- 10.9.1 Notwithstanding delivery and the passing of risk in the Products or any provision of this Agreement the property in the Products shall not pass to the Customer until NBC has received in actual cleared funds payment in full of the Price and VAT and the price of all other Products agreed to be sold by NBC to the Customer for which payment is then due
 - 10.9.2 Until such time as the property in the Products passes to the Customer NBC shall be entitled at any time to require the Customer to deliver up the Products to NBC and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products

10.9.3 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of NBC but if NBC does so all monies owing to NBC by the Customer shall (without prejudice to any other right or remedy of NBC) forthwith become due and payable