

Wildlife Impact Assessment & Strategy to Manage Risk

For BPM Contracting Services Ltd



Completed by: Jon Gatiss



Managing nature. Reducing risk

Stuart Fairweather
Pixash Lane
Keynsham
Bristol
BS31 1TP

8 July 2025

Quote Reference: NBC/Q

Dear Stuart

Waste Transfer Shed Netting

Further to my site visit to Keynsham I have the pleasure of enclosing our findings in a survey report with recommendations for the netting system in the waste transfer building and proofing the top of the shutters to deny ingress and roosting.

Your quotation is valid for a period of 60 days.

Please do not hesitate to contact me if you have any immediate questions and I will do all I can to help.

I look forward to speaking with you soon

Kind regards

Jon Gatiss

Field Surveyor

 (+44) [07860 270827](tel:07860270827)

 Jon.gatiss@nbcenvironment.co.uk

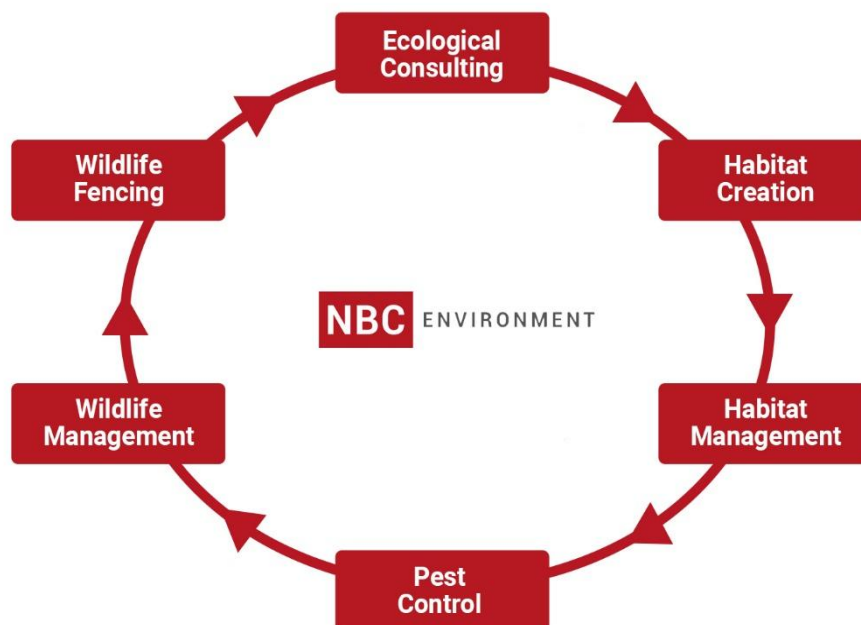
► About NBC Environment



NBC are the modern face of Wildlife Management linking Ecological consulting, environmental contracting, pest control and bird control to provide expert advice and ethical solutions which support and embrace our corporate clients increasing sensitivity towards their legislative requirements and sustainability objectives.

We have embarked on a journey to take NBC Environment beyond the traditional approach of pest exterminators and traditional ecologists to a place where organisations can enjoy a professional holistic approach that links seamlessly all their wildlife management requirements.

NBC's innovation and forward thinking has created a niche where we deliver a unique set of complementary services to the highest level...



.....to a blue chip customer base.

University of
Kent



National
Trust

**MORGAN
SINDALL**



easyJet

TESCO



► Expert – 30 years unrivalled experience and knowledge



Established in 1993 NBC are leading experts in all aspects of wildlife management with vast experience over a huge variety of scenarios providing the knowledge necessary to give you the most effective solution. We have a unique structure with a team of CIEEM accredited ecologists who not only provide consulting advice for clients to ensure compliance on environmental issues but also our operations teams on legislation and the management of wildlife behaviours.

► Ethical – With control comes responsibility

NBC believes that pest control companies should operate responsibly and seek sustainable solutions rather than focus on extermination. Regulation, public perception and client requirements now demand a deeper and more integrated approach to managing situations where wildlife conflict occurs to minimise risk to businesses and public health.

► Innovation – Delivering measurable value

NBC has spearheaded the development of services based on expertise in wildlife and environmental consulting to drive innovation in our industry to meet the new requirements and ethics of our marketplace. NBC have invested in a wide breadth of capability enabling an integrated approach to client requirements that includes environmental and ecological consultancy alongside innovation in products and techniques in pest control and bird control to deliver

► Value – Quality, cost effective solutions

Each service is designed to complement another providing an unrivalled offering to our clients. Working with a huge number of clients across various sectors including utility companies, local government authorities, construction, highways, aviation, retail and warehouse outlets and the leisure and tourism industries. Partnering with major companies including Tesco, the RAF and Thames Water.

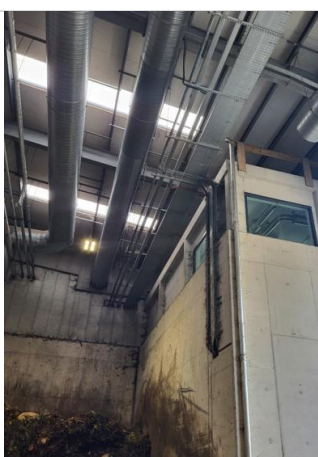
Our clients are extremely important to us and our employees have real passion for their work which shines through in their dedication to outstanding service.



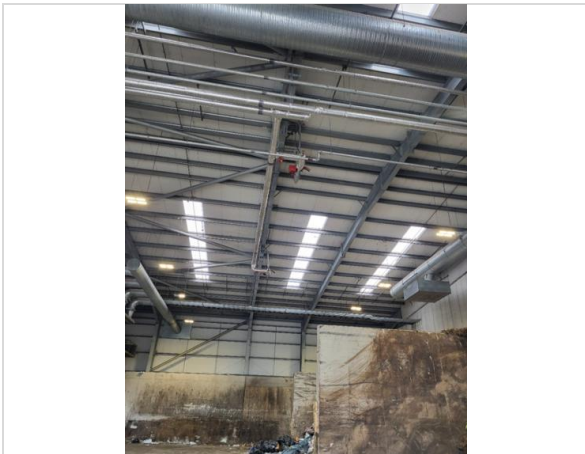
► Your Survey Report



The site currently has issues with Feral Pigeons accessing the waste transfer station. Due to the construction of the building, there are a multitude of roosting and nesting places.



Pigeons will look to find harbourage anywhere they deem safe and allows them to raise young without risk of predation



The transfer station offers the perfect site to roost and nest with the pigeons capable of nesting on cable trays, RSJ's, and tops of walls.

This leads to problems with guano build up and nesting material build up. The main issue is to the health and safety of staff and contractors from the guano. When wet it becomes a slip hazard and when dry, if disturbed, becomes a dust which if inhaled has serious health implications.

► Our Recommended Solution

I recommend that a 50mm netting system is installed to the walls and ceiling denying ingress to the areas the pigeons can access to roost and nest. This will require access out of operational hours using a MEWP.



The netting will be attached to 2mm stainless steel wire tailored to fit as flush as possible under the vents and cable trays. The lighting will require access zips in the netting for servicing to be possible when required.

► Pricing

Qty	Description	Selling price	VAT	Gross amount
1	Materials and Access	£4,606.00	£921.20	£5,527.20
7	2x technicians OOH	£1,500.00	£2,100.00	£12,600.00

Total ex VAT:	£15,106.00
Total Tax:	£3,021.20
Total:	£18,127.20

► Quality, Safety & Environmental Management Systems



Quality Management System (ISO 9001)

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



Quality Management System (ISO 14001)

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

Safecontractor is a recognised leading pre-qualification scheme that assesses the health and safety competency of contractors and service providers. Membership No: UE1261



Constructiononline

is the UK's leading procurement and supply chain management service that collects, assesses and monitors standard company information through a question set that is aligned to PAS 91, the standardised pre-qualification questionnaire developed by BSI to reduce duplication within the construction industry.



Skills Certificate Scheme (CSCS)

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



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.



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.



Builders Profile

Pre-qualified for the construction industry via Builders Profile.



Reset

Improves and simplifies health and safety procedures for estates and facilities managers, health and safety professionals, building managers, principal and sub-contractors.

► NBC Environment 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 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 a 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 Environment 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

