ECOLAB®
PROTECTING WHAT'S VITAL™

Bird control solutions



Survey report

Findings and recommendations

SITE ADDRESS: MANCHESTER VICTORIA,VICTORIA STATION APPROACH,, MANCHESTER, M99 1ZW

For the attention of :

Customer name:

Company: ISS FACILITY SERVICES LTD

Email address:

Our reference: 681182

Client reference:

Date: 3/03/2025

Senior Pest Bird Surveyor,
PEST ELIMINATION
ECOLAB T +44 (0)2920 852000
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Ecolab is the industry leader in bird management and has been designing, innovating and delivering bird control solutions for more than 20 years.

Our dedicated team of bird experts manage the project from start to finish ensuring all works are completed on time, to the highest standards of safety and to specification.

BUILDER'S PROFILE

BPCA British Pest Control Association

Constructionline Gold Member

CHAS® Accredited Contractor CHAS.co.uk

SSIP SAFETY SCHEMES IN PROCUREMENT

ISO 45001

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Survey findings

Further to my survey of the above site, I confirm the following:

- The species in question is the Feral Pigeon *(Columba Livia).*
- The key issues are feral pigeons are using various areas of site as a place to perch, roost, and nest.
- The impact of this is that fouling from the bird activity is staining the walls and walkways to several areas of site which creates a health and safety hazard.
- As site is effectively open to the elements birds can freely move from outside to inside with little challenge.
- Site have tried to proof different areas which has had minimal impact on the bird activity around the train station.
- A majority of the train station is very difficult to access in order to install proofing and as such the birds can nest at height or in other areas which may not be visible.
- Feral birds fouling id known to carry various fungal spores and diseases which can be hazardous to human health
- Bird fouling is also very greasy when wet which could easily lead to a slip or fall resulting in injury to staff, contractors, and passengers.
- To help control the number of birds on site a management programme should be considered to help reduce numbers which will have a positive impact on site by reducing the activity and therefore the amount of fouling and potential disease.

Important information / diseases associated with birds

Click here for additional information on the above.

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Summary of proposed solutions

Bird Cull

As requested by site,

Ecolab operatives will attend site out of hours and undertake a bird cull to the station to help reduce the target species.

All our marksmen undergo rigorous training and can achieve a very high degree of success in difficult surroundings. We will establish the most effective way of carrying out this programme with the minimum of disruption to your working schedule.

Our company and staff naturally carry the appropriate licences and operate in strict accordance with the provisions of the 1981 Wildlife and Countryside Act.

Visits to site will be undertaken at dawn or dusk when the number of roosting birds will be at their highest.

Each visit to site will be 2 hours in duration.

Please note: A bird cull will only yield a short-term result.

Bird Shooting Programme

Ecolab will attend site out of hours and undertake bird population control by means of shooting.

Several techniques will be used to dissuade the birds which include, lasers, handheld wailers and shooting.

All our marksmen undergo rigorous training and can achieve a very high degree of success in difficult surroundings. We will establish the most effective way of carrying out this programme with the minimum of disruption to your working schedule.

Our company and staff naturally carry the appropriate licences and operate in strict accordance with the provisions of the 1981 Wildlife and Countryside Act.

To maintain effectiveness shooting will be undertaken twice per month.

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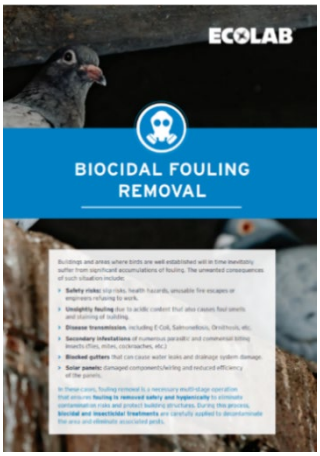
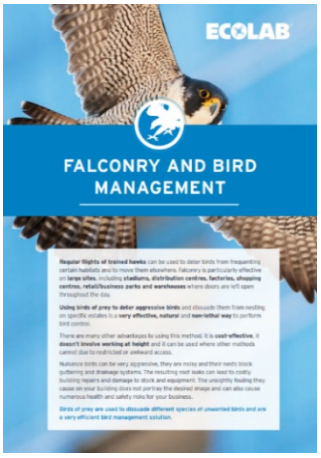
Product information

For additional information on the solution recommended above click here:













Special conditions

- We have based our quotation on the following working hours: *08.00-16.00*
- Although we are proposing bird control measures to key areas, there is a possibility that birds may move to areas that have not been protected.
- It should be noted that whilst fouling and associated debris will be removed from the treatment area, underlying staining may be inevitable. The overall appearance will therefore be improved but not to the state that existed prior to the bird problem.
- The majority of the components within our installations are constructed of stainless steel as our preferred choice. We reserve the right to use the best product for the job or to use these alternatives wherever and whenever necessary.
- Some surveys are completed from ground up level with certain assumptions being made about the depths of ledges and their composition and purpose. Upon installation of our systems, should we need to re-evaluate components for key areas, we will consult with you. Should there be any difference in cost, we will agree this and any changes to our specification prior to any deviation.
- During works we request that you provide us with the use of a place for our vehicle, which carries all materials and tools for the execution of the works.

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Terms and conditions

All prices are **excluding VAT** which will be charged at the current rate and in accordance with our terms and conditions.

Construction Industry Scheme (CIS) Reverse Charge

Please be advised that you are required to notify Ecolab if :-

- you qualify as an end user for the purposes of Section 55A of the VAT Act 1994 regarding the reverse charge for building and construction services.
- you do not qualify as an end user, to ensure the correct VAT treatment is applied prior to the acceptance of this quotation.
- It is your responsibility to communicate the correct tax treatment of invoices to Ecolab. Unless you provide us with written notice that you do not qualify as an end user and are subject to different tax treatment, prior to the acceptance of this quotation, our invoices will include standard rated VAT and you will be liable to pay the invoices in full (including VAT at the rate charged by Ecolab).

By raising a purchase order for the above specified quotation, you are adhering the Ecolab full terms and conditions as outlined below.

If instruction is received to postpone or cancel works within 2 working days of the agreed start date, labour costs up to two days and all non-recoverable costs such as access or equipment hire will still be invoiced. If works are not rebooked for a later date, a £150 cancellation fee will also be added.

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Ecolab Limited (Company number 00649192)
Terms and Conditions for the Provision of Services for the Pest Division
August 2024

1. Definitions

In these terms and conditions, except where the context otherwise requires, words denoting the singular shall include the plural and vice versa, "he" includes "she" and "it" and vice versa, and the following expressions shall have the following meanings:
"this Agreement" means the Agreement between Ecolab Ltd ("the Company") and the Client for the provision of the Service comprising the terms overleaf, these terms and conditions, the specification (if any) and any other document expressly referred to any of the foregoing as forming part of the Agreement
"the Service" means the service to be provided by the Company to the Client as specified overleaf or in the Specification (if any)
"the Specification" means the schedule, if any, a copy of which is annexed hereto and which, for the purpose of identification, has been signed by or on behalf of the Company and the Client
"the Premises" means the place at which the Services are to be performed and/or as referred to overleaf.
"Equipment" means any equipment provided under Condition 5.
"the Initial Period" (if any) means a period of 12-months from the agreed start date, or a period of 36-months if Intelligent Rodent Monitoring is installed, or as detailed in the Specification (if any)

2. Duration

2.1 This Agreement shall take effect on the Start Date and shall continue in force, subject to the provisions of condition 14, until terminated by either party giving to the other at least three months' notice in writing expiring no sooner than the end of the Initial Period. In absence of an Initial Period or following the Initial Period, this Agreement shall automatically renew on the anniversary of each contract year end, for indefinite one year periods.).

3. Provision of the Services

3.1 In consideration of the Client agreeing to:
a) pay the Company the fees payable under this Agreement in accordance with its terms and conditions; and
b) observe and perform the other terms and conditions of this Agreement on its part to be observed and performed,
the Company hereby agrees that it will provide the Service to the Client for the term of this Agreement.

3.2 All Services will be performed in a good and workmanlike manner and in accordance with the Scope of Work or (if there is no Scope of Work) the Company's then-current standard written procedures.

3.3 Notwithstanding anything to the contrary in this Agreement, the Client acknowledges that despite the proper performance of the Services, pests may gain access to the Client Premises in various ways which are outside the reasonable control of the Company and the Company therefore does not warrant that the performance of the Services shall eliminate all pests within the Client Premises or bring pest numbers to a certain measurement/level.

4. Fees

4.1 Subject to the provisions of Condition 4.2 the Client shall pay to the Company the fee specified overleaf and/or in the Specification (together with VAT at the rate for the time being in force) in respect of the provision of the Service.

4.2 Unless otherwise agreed or provided for in this Agreement, the Company will increase the fee payable in respect of any period, any time on or after the first anniversary of the Start Date. This increase will be based on a number of factors including CPI and labour rates. Unless disputed by the Client in writing within 30 days of the date of the invoice issued incorporating the increased fee, then such increased fee shall be deemed to have been accepted by the Client.

4.3 All fees shall become due for payment within 30 days of the date of invoice.

4.4 Company reserves the right to charge the normal hourly rate for any call outs which are required due to Client failing to implement any recommendations made by the Company.

4.5 If any amount to be paid by the Client under this Agreement shall become overdue the Company may (without the prejudice to any of its other rights) charge interest on the overdue amount at the rate of eight per cent (8%) per annum over the Bank of England base rate for the time being in force (for the periods both before and after judgement) and/or, where such overdue payment has not been remedied within 14 days of Company's request, do one or more of the following, with immediate effect (i) suspend the performance of the Services without incurring any liability; (ii) apply a condition of payment in advance for the provision of Services.

5. Equipment Provided

5.1 As part of the provision of the Service the Company may provide items of monitoring, bait holding, fly killing or other associated equipment to be placed on the Premises. All such equipment shall remain the property of the Company unless otherwise agreed in writing.

5.2 The Client shall insure such equipment in its full replacement value as notified by the Company from time to time against all risks prudently insurable against with a reputable insurer during the term of this Agreement. The Client shall notify the Company forthwith upon making an insurance claim in respect of any of the Equipment and shall not agree the settlement of such claim without the Company's prior written consent. The Client shall appoint the Company as its agent for the purpose of dealing with such claim and shall authorize the insurer to pay any settlement of the claim in respect of such Equipment to the Company.

5.3 The Client shall notify the Company forthwith upon coming aware that any of the Equipment is damaged or is not in good working order, condition and repair, or is not functioning properly.

5.4 The Client shall be liable for any loss, theft or destruction of or damage to the Equipment howsoever caused from the time of delivery until it is removed by the Company.

5.5 The Client shall not sell, assign, mortgage, charge, underlet or part with the possession of the Equipment or any interest in it, or remove it from the Premises or, without the Company's prior written consent (such consent not to be unreasonably refused) move it from the location on the Premises where the Company shall have placed it.

5.6 The Client shall not move or interfere with the Equipment without the written authority of the Company.

6. Clients General Obligations

6.1 The Client hereby agrees that it shall:

6.1.1 afford the Company's personnel access to the Premises between the hours of 8am and 5pm on Mondays to Fridays excluding bank holidays or at such other times by prior arrangement to allow the service to be provided;

6.1.2 give the Company and its personnel all such facilities, assistance and confirmation as it or he may reasonably require in connection with the provision of the Service;

6.1.3 at all times during the term of this Agreement immediately inform the Company in writing of any change in use and/or any other circumstances in relation to the Premises (or if required by the Company, in relation to any other premises owned, occupied or used by the Client or the owner of the Premises), which may affect the provision of the Service;

6.1.4 ensure that the Premises are managed maintained and adapted in such a way as to ensure that the Premises are secure against the attraction, ingress, movement or harborage of pests;

6.1.5 if reasonably required for the performance of the Services, the Client shall ensure that all necessary services (such as electricity) and facilities (in each case to the standard required by the Company) are provided at the Client's expense and that the Premises in all ways complies with any requirements of the Company and is suitable for the performance of the Services;

6.1.6 the Client shall ensure that the place where the Services are to be performed and any fixtures and fittings therein are prepared for the performance of the Services in accordance with the advice and instructions of the Company and that any items that the Services are not to be performed upon or which may be damaged during performance of the Services are removed prior to commencement of the Services and the Client acknowledges that risk of damage or loss to any property upon which Services are being performed shall be borne by the Client; and

6.1.7 the Client shall provide any assistance or cooperation reasonably requested by the Company to facilitate the proper performance of the Services, including that any communication provided by Company personnel to its usual Client contact shall be escalated appropriately by Client. For the avoidance of doubt, any such communication shall be considered as received by the appropriate decision makers of Client as escalation of concerns, risks or recommendations shall be the exclusive responsibility of Client.

6.2 Should the Company identify any means by which pests could reasonably enter the Premises, provide harborage for pests or any other factor which may increase the risk of pests, the Company may make recommendations to the Client in relation thereto. The Client shall comply with all such recommendations whether made verbally or in writing. The Client acknowledges that failure to comply with any recommendations or to comply with its obligations under the Agreement in particular but not limited to clauses 5 and 6, may result in performance of the Services being rendered ineffective or impossible and Company shall not be liable for any

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losses suffered due to Client's failure hereunder. Where such failure to follow recommendations leads, in Company's reasonable discretion, to a situation where Services cannot be rendered in a safe and/or effective manner, Company reserved the right to suspend the Services.

7. Visits Outside Normal Hours and Impeded Visits

7.1 Visits by the Company's personnel to the premises outside the hours of 8am and 5pm on Mondays to Fridays and any hours during bank holidays will be subject to an additional charge at the Company's standard rates for such visits for the time being in force. Where a visit is attempted and the Company's technician is refused access to the premises a charge for an aborted visit may be made.

7.2 Where job works are cancelled or postponed by Client within 2 working-days of the agreed start date, the Client will be liable to pay labour costs of up to 2 days plus non-recoverable costs incurred (such as equipment hire, licence fees). If works are not rebooked for a later date an additional cancellation fee of £150 will also be charged.

7.3 Where a job works are cancelled with more than 2 days notice by Client, the Client will be liable to pay any non-recoverable costs incurred (such as licence fees and associated administration costs)

8. Acceptance of Liability

8.1 The Company accepts liability for injury, death or damage to any domestic animal, bird, livestock, goods or Equipment or other property of the Client caused by the Company's negligence provided that notice in writing of any such death, injury or damage is given to the Company within 7 days of its occurrence.

9. Limitation of Liability

9.1 To the maximum extent permitted by law and notwithstanding any other provision in this contract:-

(a) the Company's total liability in respect of any and all claims for damages or losses arising out of breach of contract, warranty, guarantee, indemnity, tort (including negligence), strict liability, statutory duty or otherwise, which may arise in connection with or arising out of its performance or non-performance under this contract shall not exceed in the aggregate the greater of (i) the Prices paid or payable by the Client during the 12 month period immediately preceding the date of the Client's written claim under the Agreement or, in the event that the Agreement has terminated, the 12 month period ending with the final day of the Agreement; and (ii) £100,000 (one hundred) thousand pounds.

(b) in no event shall the Company be liable to the Client, whether as a result of breach of contract, warranty, guarantee, indemnity, tort (including negligence), strict liability, statutory duty or otherwise, for:-

(i) any of the following damages or losses:-

A loss of revenue, loss of profit, loss of contract, economic loss, wasted expenditure or costs, loss of anticipated savings, loss of use, cost of capital, loss of or damage to goodwill; (each whether direct or indirect) , or any indirect interruption of business or loss of production; or

B any special, incidental, indirect or consequential loss or damage howsoever caused even if the Supplier was advised of the possibility of them in advance;

(ii) any and all claims for damages, losses, expenses or otherwise which may arise in connection with or arising out of physical damage caused by pests at and/or around the Premises to the extent the foregoing was not caused by Company's breach;

or

(iii) if the Client has failed to comply with its obligations under clause 6 ("Clients General Obligations") Company shall not be liable to the Client for any claims for damages, losses, expenses or otherwise in connection with the Client's failure to comply which may arise out of or in connection with the Company's performance or non-performance under this contract ; and

(c) nothing in the Contract shall limit or excludes any liability which cannot legally be limited or excluded, including but not limited to liability for:

(i) death or personal injury caused by negligence;
(ii) fraud or fraudulent misrepresentation; and
(iii) if subject to English law, breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.2 The Client agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and can effect at more economic rates than the Company, appropriate insurance cover for its business and property including without limitation, cover against loss, damages, costs, claims and expenses referred to in conditions 9, 10 and 11. The Client therefore acknowledges that it is reasonable for the Company to agree to provide the Service and to fix the fees therefore on the basis of the exclusions and limitations of liability set out in this Agreement and the Client agrees that it will be reasonable for effecting such insurance cover as may be appropriate to its business and property including (but not limited to) such insurance cover as mentioned above.

9.3 The Client agrees and acknowledges that it will ensure that the Client's insurers shall in no circumstances whatsoever have any rights or remedies against the Company additional to those of the Client.

10. Events Beyond the Company's Control

10.1 "Force Majeure" means any event including but not limited to, fire, explosion, flood, storm, Act of God, pandemic, epidemic, governmental acts, orders or regulations, imposition of tariff(s), trade barrier(s), restrictions, requirements to obtain authorizations, registrations, listings or other administrative procedures by governmental authorities, disruption in transportation, disruption in the procurement of materials, exchange rate fluctuations, hostilities, civil disturbances, strikes, (whether of the party asserting Force Majeure or of third parties), unexpected unavailability of staff, machinery breakdown, inability to obtain necessary materials from usual sources of supply, shortage of transport facilities or delays in transit or any other circumstances whatsoever and howsoever arising (whether or not of a class or kind before mentioned) beyond its reasonable control.

10.2 Save for an obligation to make payment, neither party shall be liable under this Agreement whenever and to the extent to which the fulfilment of its obligations is prevented, frustrated, impeded and/or delayed as a consequence of Force Majeure and

10.3 The party affected by Force Majeure undertakes to use its reasonable endeavours to overcome the effects of the Force Majeure event.

11. Statutory Obligations of the Client

11.1 The Client acknowledges that the provision of the Service does not absolve the Client from any of the responsibilities, duties or obligations which the Client may have under any legislation relating to the Premises or its business (including but not limited to environment, health and safety).

12. Indemnity in Favor of the Company

12.1 The Client shall indemnify and hold the Company harmless from and against all losses, claims, proceedings, demands, charges, actions, damages, reasonable costs and expenses and any other liabilities suffered or incurred by the Company (including any reasonable professional or legal expenses) arising out of or in connection with the misuse by the Client of the Service or of the Equipment or arising out of the Client's breach of applicable environment, health and safety law in connection with the Premises and its business.

12.2 In particular (but without prejudice to the generality of the foregoing) the Client agrees that it will maintain in full force and effect at all times full and valid insurance cover in respect of employer's liability, personal injury liability and third party liability in connection with the Premises and its business.

13. Termination

13.1 If the Client

a) shall fail to pay to the Company any sum due under its Agreement within 14 days from written notice; or
b) shall commit a material breach of any provision of this Agreement (other than as to payment) or persistent breaches of any provision of this Agreement; or
c) shall fail to notify the Company of any change which the Company reasonably deems to be of a material nature in relation to the Premises or its business; or
d) being a company, shall have a petition presented to its winding-up or for the appointment of an Administrator or if a resolution shall be passed for its winding-up or a Receiver or an Administrative Receiver shall be appointed over all or any of its assets or a proposal shall be made for a voluntary arrangement regulating its affairs; or
e) being a partnership, the partnership shall be dissolved, or a Receiver appointed over the partnership or over any of its assets; or
f) being an individual, an application shall be made for an interim order in respect of the Client

then and in any such event the Company may by notice to the Client at any time thereafter terminate this Agreement forthwith.

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13.2 Termination of this Agreement other than in accordance with clause 1 hereof shall not entitle the Client to be refunded any sum previously paid to the Company.

13.3 If the Client shall terminate this Agreement before the end of the Initial Period, the Client shall pay to the Company by way of liquidated damages on the date of such termination, a sum equal to 50% of the fees payable in respect of the remainder of the Initial Period at the rate payable on such date together with all other sums due to the Company on or before such date under this Agreement.

13.4 Following termination of this Agreement for whatsoever reason the Company shall be under no further obligation to provide the Service to the Client.

13.5 Any termination of this Agreement shall not prejudice any rights of the parties which shall have accrued prior thereto.

14. Assignment

14.1 This Agreement may be assigned, mortgaged or charged by the Company but may not be assigned, mortgaged or charged by the Client without the Company's prior written consent (not to be unreasonably withheld).

15. General

15.1 This Agreement (which may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties hereto) sets forth the entire Agreement and understanding between the parties hereto in connection with the transactions contemplated by this Agreement which supersedes all prior negotiations, documents and agreements with regard thereto.

15.2 The Company's failure to exercise and no delay in exercising any of its rights, powers or privileges hereunder shall operate as a waiver of any of them in any manner whatsoever or affect its subsequent exercise of any of them. No waiver by either party shall be effective unless it is in writing.

15.3 Each party hereto acknowledges that in entering into this Agreement it does not do so on the basis of, and does not rely on, any representation, warranty or provision except as expressly therein provided and all conditions, warranties or other terms implied by statute, common law, trade usage, custom or otherwise, are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the Client waives any right it may have to claim damages for misrepresentation or to rescind this Agreement unless the misrepresentation was made fraudulently.

15.4 The invalidity, illegality or unenforceability of any provision of this contract shall not affect the validity of the remaining provisions. If any provision proves to be invalid, illegal or unenforceable, the parties shall replace such provision by a valid new one having an effect as close as possible to the original provision.

16. Notices

16.1 Any notice required to be given hereunder shall be in writing and may be given personally or by sending the same by express pre-paid registered post in the case of the Company FAO Legal Dept, Ecolab Limited, Winnington Avenue, Northwich, Cheshire, United Kingdom, CW8 4DX or such other address as the Company may from time to time have notified to the Client and in the case of the Client to the Client at the address specified overleaf or such other address as the Client may from time to time notify to the Company. Any notice if so posted shall be deemed to have been given five days after the date of posting.

17. Law and Jurisdiction

17.1 The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.