



# M3NHF Schedule of Rates

VERSION 8

Responsive Maintenance and Void  
Property Works  
Specification



Your challenges  
expertly solved  
in partnership

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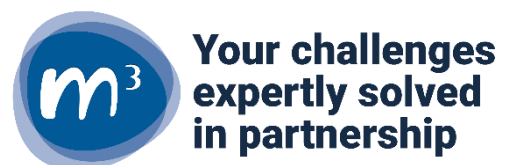
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# **SPECIFICATION OF WORKMANSHIP AND MATERIALS**

**CONTENTS**

**GENERAL..... 3**  
**PEST CONTROL ..... 7**

**GENERAL**

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

### **GENERAL**

#### **Applicability**

- 001 This initial general section applies to all subsequent sections of this Specification of Workmanship and Materials (**"this Specification"**).
- 002 This Specification is drafted as a series of instructions that the Provider must ensure are complied with in relation to the Works. Each instruction includes all tasks necessary to comply fully with the instruction and the Schedule of Rates item(s) to which it relates.
- 003 The Schedule of Rates amounts, as adjusted by the Provider's tendered Rates where applicable, and the tendered Prices include for carrying out all tasks required by this Specification. No further payment is due to the Provider in respect of any such tasks beyond the payments provided for in the Schedule of Rates, the Price Framework and the Price Schedule.
- 004 Specifications across several trades may be relevant to each Schedule of Rates item. The Provider must comply with all requirements of this Specification applicable to the specific type of Works to be undertaken.
- 005 References to Paragraphs and Sections in this Specification are to the applicable Paragraph and Section of this Specification. If any contradiction appears within the Specification sections, Schedules of Rates, the Client's Policy documents etc., the most rigorous standard takes precedence.

#### **Standards of workmanship and Materials**

- 006 Carry out and complete all Works as required by this Contract including:
- in accordance with Law including Health and Safety Law and Building Safety Law;
  - in accordance with all applicable Codes of Practice;
  - in accordance with Good Industry Practice;
  - in accordance with the Client's Policies;
  - in accordance with any specific requirements for those Works in this Specification; and
  - to the satisfaction of the Client's Representative.
- 007 To the extent that the standard of any Works has not been specified in this Contract, agree the relevant standard for the Works with the Client's Representative before their execution. Where particular Works or working methods are to be "approved by" "agreed with" or are indicated to be "subject to the approval of" the Client's Representative, give the Client's Representative adequate notice when such approval or agreement is needed and retain evidence of all approvals given, and items that have been agreed, by the Client's Representative.
- 008 To the extent that it is necessary to Design any aspects of the Works, in preparing those use the reasonable skill, care, diligence and expedition as would be reasonably expected of a prudent experienced contractor with Design obligations having experience in carrying out projects similar in size, scope, nature, complexity and value to the Works.
- 009 Maintain all existing lines and levels at all times and carry through new Work to the same lines and levels unless otherwise Instructed by the Client's Representative.

#### **European and British Standards & Codes of Practice**

- 010 Ensure all Works undertaken and all Materials used in those Works comply with all applicable Standards and Codes of Practice that are current at the time of their use.
- 011 References in this Specification of Workmanship and Materials to any Standards and Codes of Practice are to be construed as references to the version current at the time the Order is undertaken.

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

- 012 Where a specific Standard or a Code of Practice is referred to, this sets out the minimum acceptable standard of Materials or workmanship.
- 013 Any requirement in this Specification of Workmanship and Materials to use Materials defined by reference to a specified Quality Assurance Scheme, British Board of Agrément Certificate, Standard or other approval, may be satisfied by compliance with an equivalent international Standard.
- 014 A Provider offering any Materials on the basis of compliance with any such approval or international Standard shall notify the Client's Representative of such substitution in advance of placing any order for those Materials and provide (in English) technical or other details of the approval or Standard and its qualifying tests.

### **Materials**

- 015 The Client wishes to standardise the use of Materials across its Properties. This is in order to simplify parts requirements and van stock loads, to improve its repairs processes and to reduce maintenance costs. Wherever possible, match all Materials used to materials currently used in the Properties, particularly in terms of their parts requirements and repair procedures. In this Specification the Client has set out details of its current Materials to which the Provider is required to standardise.
- 016 Where this Specification indicates that Materials are to be "Approved by the Client's Representative", provide samples of the proposed Materials to the Client's Representative for Approval. Any Materials that comply with the functionality and compatibility (including aesthetic compatibility) requirements of this Specification may be proposed. No further approval is required for any Materials listed in this Specification as being the Client's currently used Materials. The purpose of the Client's Representative's decision on the use and approval of such Materials is to ensure that they meet the Client's requirements for functionality and compatibility. The decision of the Client's Representative on this is final.
- 017 Where this Specification requires Materials to be matched to existing Materials or finishes, this match is subject to the Approval of the Client.
- 018 Do not use any Prohibited Materials in carrying out the Works. Prohibited Materials are those materials which are generally accepted or (having regard to Good Industry Practice) are reasonably suspected of:
- being harmful in themselves;
  - being harmful when used in a particular situation or in combination with other Materials;
  - becoming harmful with the passage of time; or
  - being damaged by or causing damage to the structure in which they are to be affixed.
- 019 Materials are to be regarded as harmful if, in the context of their use in the Works (whether alone or in combination with other materials) they:
- are prejudicial to health and safety;
  - may pose a threat to the structural stability or the physical integrity of any Property; or
  - could materially reduce the normal life expectancy of any part of the Property.
- 020 Sustainable Timber: All timber and wood derived products referred to throughout this document and which are supplied to the Client, or used in the Works, must be procured in accordance with all applicable Law.
- 021 CE/UKCA Marked Products: All products referred to throughout this document and supplied to the Client, or used in the Works, must be supplied with a Declaration of Performance (DoP) and carry the appropriate CE/UKCA conformity assessment marking.

Performance Standards on the CE/UKCA mark must comply with relevant Building Regulations where required.

The CE/UKCA mark must be fixed visibly, legibly and indelibly either to the product or to a label attached to the product. If this is not possible or not warranted, then it must be fixed to the packaging or within the accompanying documentation.

The DoP must be made available by the manufacturer (this may be via a website).

- 022 Use, fix and apply all Materials strictly in accordance with the manufacturer's recommendations, directions, instructions or technical data sheets.

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

- 023 Participate in joint initiatives with the Client and other contractors to establish supply chain agreements.
- 024 Where appropriate suggest (economically viable) amendments to this Specification where those amendments may lead to an improvement in environmental performance or sustainability.
- 025 At the Client's request provide all information the Client reasonably requests regarding the environmental impact of the supply and use of any Materials the Provider selects for use in the Works.

### **Permit to Work Certification**

- 027 Comply with any "permit to work system" notified to the Provider by the Client's Representative and ensure that no Worker undertakes any Works covered by any "permit to work System" without a permit having been issued by the Client's Representative.

### **Access**

- 028 Ensure that a risk assessment is undertaken and a method statement is provided to the Client's Representative detailing the means of access to undertake all Works requiring access at heights including for inspection and testing.

### **Firestopping**

- 029 Ensure that all holes for cables, pipes etc., in the structure of any Property formed or drilled by the Provider are fire-stopped in accordance with Building Safety Law.
- 030 Report immediately to the Client's Representative where existing holes for cables, pipes or service media in the structure of any Property have no or inadequate firestopping, giving the detailed location of the hole and providing digital photographs.

## **PEST CONTROL**

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

### **PEST CONTROL**

#### **General Requirements**

- 001 The Provider is to provide a pest treatment service upon the instructions of the Client's Representative in respect of all pests at all domestic and corporate and communal facility premises and land owned or managed by the Client.
- 002 Detailed below are the specific Requirements. The Contract must therefore comprise of the following elements:
- Routine treatment
  - Responsive treatment
  - Out of Hours Emergency Works
- 003 Decide on the methods, equipment and materials that should be used in a treatment with due regard to the health and safety of his Staff, the Customer and their family, staff of the Client, the general public and any household pets.
- 004 Carry out the Works in accordance with the Codes of Practice issued by the British Pest Control Association including any future amendments to those Codes or such other Codes or guidance which in the opinion of the Client's Representative is of an equal or better standard and the Client's Environmental Policy.
- 005 Pay attention to:
- The Public Health Act 1936;
  - The Public Health Act 1961;
  - Prevention of Damage by Pest Act 1949;
  - Wildlife and Countryside Act 1981;
  - Food and Environmental Protection Act 1985;
  - Health and Safety at Work Act 1984;
  - Management of Health and Safety at Work Regulations 1992;
  - Control of Substances Hazardous to Health 1988;
  - Personal Protective Equipment at Work Regulations 1992;
  - Provision and Use of Work Equipment Regulations 1992;
  - Control of Pesticides Regulations 1986;
  - Environmental Protection Act 1990; and
  - The UK Rodenticide Stewardship Regime
- 006 The Client will retain the responsibility of enforcement under the Prevention of Damage by Pests Act 1949 and may carry out inspections in addition to those made by the Provider or his approved Subcontractor and will arrange the service of notices on third parties where it considers it necessary.
- 007 Contact the relevant Public Health Co-ordination Team for the local authority area where the infested dwelling, corporate or communal facility or land is located, if the infestation present is of a size that the Provider or his approved Subcontractor believes it cannot be dealt with within the contracted number of visits, or there's harborage on site that requires clearing in order to reduce the incidence of re-infestation.
- 008 Should be a member of the British Pest Control Association or the National Pest Control Technicians Association.
- 009 All rodent control Works undertaken by the Provider or his approved Subcontractor are to be in accordance with the best practice specified within the Rat and Mouse Control Procedures manual March 2019 issued by the Chartered Institute of Environmental Health.

#### **Operational Requirements**

- 010 Notify the Client's Representative of all accidental occurrences involving persons, animals or property on the premises treated by the Provider or his approved Subcontractor.
- 011 All baits laid by the Provider or his approved Subcontractor which remain on the premises shall be removed and disposed of in a safe manner in accordance with the Regulations current at that time.

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

- 012 Remove and dispose of any pest carcasses which result from the pest treatment and dispose of them in a safe and hygienic manner in accordance with the Regulations current at that time.
- 013 Inform the Client's Representative of details of the chemicals to be employed, together the details of toxic properties, antidotes and precautions that may be necessary to prevent damage or injury to persons, animals and property.
- 014 Supply the occupier of any premises treated with a statement of the poison used on the premises and the appropriate precautions in emergency, medical or veterinary treatment.
- 015 Keep a record of all treatments carried out in enough detail as to indicate the extent of each infestation and the number and position of baits laid. A monthly report is to be provided to the Client's Representative summarising which pests treated,
- 016 Provide the Client's Representative with quarterly and annual statistics as the numbers of Works Orders raised by pest, category, time of response and time to resolve the infestations.
- 017 Provide the Client with a qualified scientific advisory and identification service in relation to rodent control including the provision of expert evidence at court proceedings as and when required.
- 018 The Provider is deemed to have included within the rates in the Schedule of Rates and their tendered percentage adjustment for **all visits required** to continue the appropriate treatment until the affected domestic and corporate and communal facility Property and/or land are free from the reported pests.
- 019 Where infestation is found to originate from or extend to an adjoining Property owned and managed by the Client. That Property shall be treated accordingly as a variation to the original Works Order.
- 020 Where infestation is found to originate from or extend to an adjoining Property not owned or managed by the Client, The Provider will give advice on treatment to the owner/occupier of that property, and report his findings to the Client's Representative.

### **Emergency or Urgent Treatment**

- 021 If in the opinion of the Client's Representative, an instruction issued during the normal working day for pest treatment is of such a nature as to warrant being treated as an emergency, then the Provider or his approved Subcontractor shall attend at the Property within 2 hours of the instruction being given for Emergency Treatment, having given the occupier of that property a Triage call within 15 minutes of receiving the Emergency Works instruction being given. No additional payment will be made for Works undertaken as Emergency Treatment, other than the applicable rate in the Schedule of Rates or other Tendered Rates.
- 022 If in the opinion of the Client's Representative, an instruction for pest treatment is of such a nature as to warrant being treated as urgent, then the Provider or his approved Subcontractor shall attend at the Property within 4 hours of the instruction being given for Urgent Treatment, having given the occupier of that property a Triage call within 15 minutes of receiving the Emergency Works instruction being given. No additional payment will be made for Works undertaken as Urgent Treatment, other than the applicable rate in the Schedule of Rates or other Tendered Rates.

### **Permit to Work Certification**

- 023 It is deemed necessary by the Client's Representative for working in confined spaces permit to be issued before any Work is undertaken on the system, the Provider or his approved Subcontractor shall ensure his compliance with the permit to work system as employed by the Client.

### **Access**

- 024 Ensure that he undertakes a risk assessment and provides a method statement for his means of access to allow for inspection and testing.
- 025 All Works shall be carried out in strict accordance with the requirements of "The Work at Height Regulations 2005".

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

026 Ensure that all Staff employed upon this Contract are suitably trained and experienced and competent to work at height.

### **Staff**

027 Employ Staff who have been properly trained in the use of pesticides and rodenticides for all types of pests, both vertebrate and invertebrate and valid certificates of training are to be provided to the Client's Representative both at the commencement of the Contract and on an annual basis.

### **Approval of Pesticides and Rodenticides**

028 Submit details of all pesticides and rodenticides that the Provider or his approved Subcontractor propose to use in providing the pest treatment/control service. Such details are to include the trade name and chemical formulation of the proposed pesticides and rodenticides.

029 If in the opinion of the Client's Representative any pesticides and rodenticides proposed by the Provider or his approved Subcontractor are unsuitable or subsequently become unsuitable for any reason, then the Provider or his approved Subcontractor must immediately cease to use such pesticides and rodenticides and suggest alternative pesticides and rodenticides for the approval of the Client's Representative.

030 Must not use any other pesticides and rodenticides other than those approved by the Client's Representative without the express written consent of the Client's Representative.

### **Investigations**

031 Is required to give the fullest co-operation in cases of alleged poisoning from pest treatments being carried out by the Provider or his approved Subcontractor. This may include a full investigation carried out at the Provider's cost including post-mortems where considered necessary by the Client's Representative, an initial report to the Client's Representative on the remedial action to be taken and a final report to the Client's Representative detailing all findings and actions taken.

### **Surveys**

032 The Client's Representative may request the Provider to undertake an investigative survey in relation to any type of pest at any Property and/or land owned or managed or proposed to be owned or managed by the Client.

033 Upon completion of the investigative survey, the Provider shall immediately a written report of their findings and recommendations for appropriate treatment.

034 The Provider will be reimbursed the rate for Investigative Pest Control Treatment Surveys in the Schedule of Rates for undertaking such surveys.

### **Pest Treatment – Rats and Mice**

035 On receipt of an instruction or a Works Order from the Client's Representative the Provider or his approved Subcontractor shall make a visit to the Property, and shall investigate the nature and extent of the rat and mice pest infestation and shall commence a suitable means of Treatment.

036 Keep a record of the treatment undertaken, including number and position of bait stations, traps and any other equipment or material used.

037 Arrange with the Customer or occupier of the Property a convenient time and date (which shall not be more than 10 days from the date of the initial visit) to return to make subsequent visits to monitor the progress of the treatment, renew bait as necessary vary the treatment if considered necessary and to take any other steps to complete the treatment as speedily as possible and in a manner which is consistent with good practice and safety considerations.

038 On the occasion of the initial visit the Provider or his approved Subcontractor shall arrange for the Customer or occupier of the Property to be notified by means of a written notice which shall be completed by the Provider or his approved Subcontractor's representative or operative giving details of the treatment

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

undertaken and essential safety information. A further notice shall be re-issued on each subsequent visit with updated information and advice. Such notices shall be supplied by the Provider or his approved Subcontractor at no cost to the Client. The design and wording of such notice shall be agreed with the Client's Representative.

- 039 Continue to make such visits to the address until such time as the treatment has been satisfactorily concluded, save that following the second visit (inclusive of the initial visit) and if the treatment has not been satisfactorily concluded, the Provider or his approved Subcontractor shall report to the Client's Representative on the conduct of the treatment and discuss with him any difficulties that have arisen and submit his proposals for the future conduct of the treatment.
- 040 The Client's Representative shall decide as to the future conduct of the treatment for rat and mice infestation and the Provider or his approved Subcontractor must carry out the instructions of the Client's Representative forthwith. For the avoidance of doubt such decision may require the Provider or his approved Subcontractor to continue and satisfactorily conclude the treatment at no further cost to the Client, although such a decision will not unreasonably be made.
- 041 Subject to the provisions of Clause 039 payment shall be made by the Client in accordance with the appropriate rates specified in the Schedule of Rates only on the successful completion of the rat or mice infestation treatment.

### **Pest Treatment - Fleas, Bedbugs and Cockroaches**

- 042 On receipt of an instruction or a Works Order from the Client's Representative the Provider or his approved Subcontractor shall attend the Property, and investigate the nature and extent of the fleas, bedbugs and cockroach pest infestation and shall commence a suitable means of treatment.
- 043 Keep a record of the rat fleas, bedbugs and cockroach treatment undertaken, including type of pest, materials used, location and extent of infestation and any other equipment or material used in the treatment.
- 044 On the occasion of the attendance specified in Clause 041 the Provider or his approved Subcontractor shall arrange for the Customer or occupier of the Property to be notified by means of a written notice which shall be completed by the Provider or his approved Subcontractor's Staff giving details of the treatment undertaken and essential safety information. Such notices shall be provided by the Provider or his approved Subcontractor at no cost to the Client. The design and wording of such a notice shall be agreed with the Client's Representative.
- 045 Undertake and complete the treatment for fleas, bedbugs and/or cockroaches in one visit. If in the opinion of the Provider or his approved Subcontractor a subsequent visit is required to satisfactorily conclude the treatment, he shall submit a written report to the Client's Representative on the facts of the case, and make recommendations on any further measures that may be required to satisfactorily conclude the treatment.
- 046 On receipt of such a report, the Client's Representative shall decide as to the future conduct of the treatment and the Provider or his approved Subcontractor shall carry out the instructions of the Client's Representative forthwith. For the avoidance of doubt such decision may require the Provider or his approved Subcontractor to continue and satisfactorily conclude the treatment at no further cost to the Client, although such a decision will not unreasonably be made.
- 047 Payment for the treatment shall be made by the Client in accordance with the appropriate rates specified in the Schedule of Rates only on the successful completion of the fleas, bedbugs and cockroaches treatment.

### **Pest Treatment – Wasps and Hornets**

- 048 On receipt of an instruction from the Client's Representative and attendance at the Customer's address, the Provider or his approved Subcontractor shall investigate the nature and extent of the wasp or hornet pest infestation and shall commence a suitable means of treatment.
- 049 Keep a record of the wasp or hornet treatment undertaken, including type of pest, materials used, location and extent of infestation and any other equipment or material used in the treatment.
- 050 On the occasion of the attendance specified in Clause 047 the Provider or his approved Subcontractor shall

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

arrange for the Customer to be notified by means of a written notice which shall be completed by the Provider or his approved Subcontractor's Staff giving details of the treatment and essential safety information. Such notices shall be provided by the Provider or his approved Subcontractor at no cost to the Client. The design and wording of such a notice shall be agreed with the Client's Representative.

- 051 Undertake and complete treatment for wasps and hornets in one visit. If in the opinion of the Provider or his approved Subcontractor a subsequent visit is required to satisfactorily conclude the beetle, wasp or hornet treatment, he shall submit a written report to the Client's Representative on the facts of the case, and make recommendations on any further measures that may be required to satisfactorily conclude the bees, wasps or hornets treatment.
- 052 On receipt of such a report, the Client's Representative shall decide as to the future conduct of the wasp or hornet treatment and the Provider or his approved Subcontractor shall carry out the instructions of the Client's Representative forthwith. For the avoidance of doubt, such decision may require the Provider or his approved Subcontractor to repeat, continue and satisfactorily conclude the treatment at no further cost to the Client although such a decision will not unreasonably be made.
- 053 Payment for the wasp or hornet treatment will be made by the Client in accordance with the appropriate rates specified in the Schedule of Rates.

### **Pest Treatment - Beetles, Ants, Psocids and Flies**

- 054 On receipt of a Property and investigate instruction or Works Order from the Client's Representative, the Provider or his approved Subcontractor shall attend at the nature and extent of the pest infestation and shall commence a suitable regime of beetles, ants, psocids and flies treatment.
- 055 Keep a record of the treatment undertaken, including type of pest, materials used, location and extent of infestation any other equipment or material used in the beetles, ants, psocids and flies treatment.
- 056 On the occasion of the attendance specified in Clause 053 the Provider or his approved Subcontractor shall arrange for the Customer or occupier of the Property to be notified by means of a written notice which shall be completed by the Provider or his approved Subcontractor's representative or operative giving details of the Treatment and essential safety information. Such notices shall be provided by the Provider or his approved Subcontractor at no cost to the Client on request. The design and wording of such a notice shall be agreed with the Client's Representative.
- 057 Undertake and complete the treatment in one visit. If in the opinion of the Provider or his approved Subcontractor a subsequent visit is required to satisfactorily conclude the Treatment, he shall submit a written report to the Client's Representative on the facts of the case, and make recommendations on any further measures that may be required to satisfactorily conclude the Treatment.
- 058 On receipt of such a report, the Client's Representative shall decide as to the future conduct of the beetles, ants, psocids and flies treatment and the Provider or his approved Subcontractor shall carry out the instructions of the Client's Representative forthwith. For the avoidance of doubt, such decision may require the Provider or his approved Subcontractor to repeat, continue and satisfactorily conclude the beetles, ants, psocids and flies treatment at no further cost to the Customer or Client although such a decision will not unreasonably be made.
- 059 Payment for the beetles, ants, psocids and flies treatment shall be made by the Client in accordance with the appropriate rates specified in the Schedule of Rates.

### **Pest Treatment - Pigeons**

- 060 Proofing of areas used by pigeons for perching or roosting can be undertaken using barriers, spikes, nets and wire to great effect, in addition more active systems like shock strips, audible scarers and optical gels can be used to create negative associations in birds wishing to land or roost on buildings.
- 061 For a heavy Pigeon infestation, the Provider or his approved Subcontractor may have to employ methods of control such as shooting, trapping or flying of predatory birds.

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

### **Pest Treatment – Use of Spring Traps**

- 062 The use of spring traps can be used to control a number of species where toxic control measures may be illegal or inappropriate. However, the Provider or his approved Subcontractor must ensure that their control measures are legal, humane and are carried out with sensitivity.
- 063 Conform with the legislative requirements of the following:
- Wildlife and Countryside Act 1981, (England, Wales and Scotland)
  - Wildlife (Northern Ireland) Order 1985.
  - Protection of Animals Act 1911
  - BASC Trapping Pest Mammals Code of Practice.
- 064 All spring traps are required to conform with the requirements of the following:
- Pest Act 1954,
  - Agricultural (Scotland) Act 1948
  - Wildlife and Natural Environment Act 2011 (Northern Ireland)
- 065 Break back traps approved by the Small Ground Vermin Traps Order 1958 for small vermin and spring traps for mole control can be used as control measures to which the rules for spring traps do not apply. Break back traps should be used appropriately and checked as regularly as the Provider or his approved Subcontractor assessment dictates. Legislation such as the Animal Welfare Act 2006 may still be breached if such traps are not applied in a humane manner.
- 066 Spring Traps must always be set after consulting the manufacturer's technical data sheet regarding pest species and trap location. Where recommended by the manufacturer, traps should be set in an artificial or natural tunnel to prevent the access of non-target species. Every effort should be made to avoid trapping non target species. The Provider or approved Subcontractor in using spring traps must be able to recognize the signs and evidence of pest activity.
- 067 The entrance of trap tunnels should be restricted (with sticks, for example) to prevent the entry of non-target species, and the spring traps should be firmly anchored in the treatment area.
- 068 Spring traps should be checked at least once a day, or more often where legislation requires it, spring traps should not be set in open or accessible areas where members of the public, animals and pets can gain easy access to them.
- 069 Staff should always wear suitable Personal Protective Equipment when dealing with dead bodies and traps to prevent the transmission of rodent borne disease.
- 070 The capture and trapping of Edible Dormouse (*Glis glis*) must be done under the terms of a Class License WML-CL02. This is available from Natural England (<http://www.naturalengland.org.uk/ourwork/regulation/wildlife/species/edibledormice.aspx>)

### **Pest Treatment – Use of Live Capture Traps**

- 071 May use live capture traps to control a number of species that cannot be treated with toxic compounds, and also allow Provider or his approved Subcontractor to be species specific with their control measures to enable non-target species to be released. However, the Provider or his approved Subcontractor must ensure that their control measures are legal, humane and are carried out with sensitivity in accordance with the Animal Welfare Act 2006.
- 072 The Provider or his approved Subcontractor are required to conform with the legislative requirements of the following:
- Wildlife and Countryside Act 1981, (England, Wales and Scotland)
  - Wildlife (Northern Ireland) Order 1985.
  - Wild Mammals (Protection) Act 1996

- 073 Live capture cage traps should be large enough to accommodate the target species e.g. Fox, Muntjac Deer,

## **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

Mink, Black Rat and Grey Squirrel. Cages should be inspected at least once every day and , target species must be humanely dispatched at the most suitable opportunity and not released in contravention of Wildlife and Countryside Act 1981, (England, Wales and Scotland) or Wildlife (Northern Ireland) Order 1985.

- 074 The body should be responsibly disposed of, non target species must be released unharmed as soon as possible.
- 075 Traps must not be set in a position where the captured animal will be exposed to extremes of temperature or the risk of flooding.
- 076 Non – poisonous bait can be used to attract pest species into cage traps. However, care should be taken to avoid attracting domestic animals as injury to a domestic species can result in prosecution under The Criminal Damage Act 1971.
- 077 Where domestic cats can be shown to be feral (1st generation born wild) live capture trapping followed by humane dispatch is an appropriate control measure if the animals are posing a risk to health or to native species. However, cat owners cannot be held liable for their animal’s action, and every effort should be made to determine if the cat is a pet by, for example, allowing a vet to check for the presence of a microchip.

### **Pest Treatment - Bees**

- 078 Bees, both feral (semi-wild) and colonised, are important beneficial insects and are not normally considered as pests. They live either in the wild in nests as feral colonies or as colonies in hives managed by beekeepers. In either case, they will only sting people if strongly provoked. Because of their beneficial role, every effort should be made to avoid carrying out control treatments against any bees. Treatment with a pesticide should be considered only as a last resort, as there is a risk that foraging, non-target honey bees find a nest which has been treated, they may come into contact with the treatment and may carry away contaminated honey. This can lead to contamination of honey destined for food use, serious bee kills, and the destruction of hives
- 079 Conform with the legislative requirements of the following:  
Food and Environment Protection Act 1985  
Control of Pesticides Regulations 1986  
Health & Safety at Work Act 1974  
Management of Health & Safety at Work Regulations 1999  
Control of Substances Hazardous to Health 2002  
Biocidal Product Regulations 2012
- 080 If instructed by the Client’s Representative to treat a feral honey bee nest, the Provider or his approved Subcontractor should assess the situation carefully., as to whether people been stung by honey bees from the nest, or are they at risk because of its location? If the nest is not causing any risk to public health, then the Provider or his approved Subcontractor should carefully consider the alternatives before carrying out a treatment.
- 081 If the swarm has only recently formed where possible it should be left undisturbed and allowed to move on. This will usually occur within 48 hours. • If the swarm is in a sensitive area and is easily accessible, it can probably be collected and re- housed in a suitable hive.
- 082 May use a bait hive which is a container containing a pheromone lure to attract the queen. If the Provider or his approved Subcontractor do not have the expertise to do this, they should contact the local branch/division of the British Beekeeper’s Association for assistance.
- 083 If the swarm has already invaded a Property, it is unlikely that it can be collected, but if it has only recently taken up residence in a chimney, it may be possible to persuade it to move on using non-pesticidal smoke. This is time critical; if a swarm has taken up residence in a building or void is it wise to assume that they have been in situ for more than 48 hours. This is enough time for the swarm to build comb and for the queen to resume egg laying. This will mean that the swarm is now established and will not move on.
- 084 If the swarm has been in residence for some time (more than 6 months) it will not be possible to get it to move on, so it may be necessary to take control action. It would be best to do this during the Winter from January to mid-March, when the honey cells are capped and the stores are at their lowest. The numbers of bees at this time will also be at their lowest levels. This will reduce the quantity of pesticide required and will allow for an efficient and clean removal of the contaminated comb and stores, if the Customer or occupier of the Property

### **M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

can be persuaded to live with the bees until then.

- 085 It is inevitable that there will be some residual smells from the honey and comb following removal, also the queen pheromone will be lingering. This will make it more likely that another swarm may take residence the following year as the smell of an old colony can be irresistible to scouts looking for a new nest site. It is therefore recommended that the smell be masked or destroyed, by use of deodorising compounds.
- 086 The decision to treat will depend on whether it is possible to close off the entrance(s) to the nest after treatment. It may be possible to use extension lances to get the insecticide to the nest, but it may require access equipment in order to close off entrances safely.
- 087 Treatment with a non residual insecticide may be possible. Blocking off gaps is still required, because all pesticides have a half life where they are still viable after application, it is therefore possible given the right conditions for foragers from other managed hives to find the unattended honeycomb and call their own hive into robbing mode within 12/24 hours.
- 088 If treatment is considered the best option, they should make use of the British Beekeepers Association's spray liaison scheme. This will enable local beekeepers to be warned by their own Spray Liaison Officer where one exists. It is important for the Provider or his approved Subcontractor to liaise with local beekeepers in this way before treating a nest. Members of the British Beekeepers Association can provide advice and can sometimes remove accessible feral honey bee colonies, avoiding the need to use pesticides.
- 089 The entrances to feral bee's nests are often high up on a building, sometimes associated with the chimney. If this is the case, then consideration may need to be given to working from access equipment in order to carry out the treatment and to cap off the entrance to the nest. This introduces all the hazards involved with working at height and this work should only be attempted by technicians suitably trained in this.
- 090 If the nest is associated with a chimney, care should be taken to assess whether the nest is inside the flue or in the cavity surrounding the flue. If inside the flue, the implications of sealing it off are potentially serious if it is still in use. It is strongly recommended that no treatment be carried out until arrangements have been put in place to remove the combs, which may involve the partial demolition and rebuilding of the chimney.
- 091 In accordance with the Control of Pesticides Regulations 1986, only technicians who have been suitably trained in the use of the appropriate insecticide, application equipment and personal protective equipment, so that they are competent to do the work, should carry out such a treatment.
- 092 Only insecticides that are 'Approved for Use' by the Health and Safety Executive should be used. The label should be read in detail and all instructions followed.
- 093 The requirement to "take every reasonable action to prevent foraging honey bees from gaining access to the treated nest, by removing the combs or blocking the nest entrances" still applies, even though this phrase may not be on the label of the product concerned. This requirement is implicit in the Food and Environment Protection Act 1985 with reference to non-target species and is of particular importance in this situation given the likelihood of neighbouring bee colonies robbing the treated nest.
- 094 To reduce the risk of bees from other colonies gaining access to the treated nest whilst ensuring that all bees from the problem colony are controlled, it may be appropriate for the treatment to be carried out just before dusk, with the nest entrances being closed as soon as possible (i.e. first thing the next day).
- 095 In accordance with The Management of Health and Safety at Work Regulations 1999, a suitable and sufficient risk assessment for site activities and actions and a COSHH assessment for pesticide preparations must also be documented. The final choice of the product to use will depend on the site-specific risk assessment, which should be in writing, which will in turn affect the COSHH Assessment.
- 096 The removal of the treated honey combs must be treated as 'Controlled Waste' and disposed of via a licensed waste carrier to a licensed waste contractor as 'Non-Hazardous Waste'. The Provider or his approved Subcontractor should use a "Duty of Care Transfer Note" to legalise the transfer to another person. The recommended EWC Code is 20.01.99, as for dead mice, rats, insects and pigeons. Use of a biocide on the honeycombs or other associated debris materials would not render the waste 'hazard classified' i.e. H14-ecotoxic would not be invoked.

**M3NHF SCHEDULE OF RATES – RESPONSIVE MAINTENANCE & VOID PROPERTY WORKS – SPECIFICATION – VERSION 8**

- 097 Other biocides would need to be assessed to ascertain if any hazard classification of the treated materials was appropriate. The EWC Code may depend on the types of pesticide used to kill the nest, and is at the discretion of the individual.
- 098 These considerations conclude that the classification of the waste is non-hazardous and disposal could be undertaken at landfill sites. However, there is a very high risk to bee colonies if they were able to access contaminated honeycombs at the landfill tip. This might arise, for example, if incomplete covering of torn waste bags occurred. For this reason disposal via incineration should be the preferred option.

**Client’s current manufacturers/suppliers/products**

- 099 Ensure all Materials are compatible with and standardised to the Client’s current products specified in the table below (listed by manufacturers, suppliers and/or brand names).

<b>Product</b>	<b>Brand name</b>	<b>Manufacturer’s details</b>

**[complete table as appropriate]**