

SANTIA ASBESTOS MANAGEMENT LIMITED REGISTERED NO. 07511557 AND FIRST ORDER RED LIMITED REGISTERED NO. 05289555 (TOGETHER AND SEPERATELY KNOWN AS "SANTIA") SPECIAL CONDITIONS – FOR REFURBISHMENT AND DEMOLITION SURVEYS AS IMPLEMENTED IN ACCORDANCE WITH THE GUIDANCE PROVIDED IN HSG 264

1. These Special Conditions are subject to Santia's Conditions and capitalised terms in these Special Conditions shall have the meaning set out in Santia's Conditions unless expressly stated otherwise.
2. The scope of demolition/refurbishment works that form part of the Services to be provided by Santia in accordance with the Contract will be undertaken following the detailed brief and project drawings to be provided by the Client and/or other third parties undertaking works on the Client's behalf (the "Scope"). The Scope shall also set out the agreed level of intrusive and destructive surveying and sampling techniques to be used by Santia. The survey undertaken prior to any such demolition and/or refurbishment works (the "Survey") will be restricted to that part of the Premises that will be directly affected by the proposed demolition and/or refurbishment works. The degree of intrusive and destructive surveying to be undertaken will be limited to that which Santia considers appropriate in relation to the demolition and/or refurbishment works to be provided. For the avoidance of doubt the Survey shall form part of the Services to be provided by Santia in accordance with the Contract.
3. During the work activities which are being undertaken under this Contract, Santia will take photographs to comply with the guidance published by the Health and Safety Executive and to illustrate the features and compliance of the work activities. It is presumed the Client has granted permission for the taking of these photographs and if there are any objections, the Client will inform Santia, stating their objections in writing, prior to the commencement of the work activities.
4. Any Survey undertaken by Santia shall not be relied upon for any works which differ in any way from those described in the Scope. It is the Client's responsibility to ensure that any additional refurbishment or demolition surveys are carried out for any works which are additional to or different from those described in the Scope.
5. During any Survey Santia shall give priority to the following areas:-
 - 5.1. Behind fixed wall, door or ceiling panels;
 - 5.2. Beneath fixed floor coverings or floorboards;
 - 5.3. Inside fixed risers or floor ducts;
 - 5.4. Inside ceiling voids in the proposed areas of work and those which may need to be accessed for the routing of utilities/services;
 - 5.5. Inside electrical, mechanical or heating equipment, or external manholes and sewer pipes;
 - 5.6. Within operational lift shafts, plant and machinery, unless special arrangements are made;
 - 5.7. Within inner linings/seals of strong boxes/safes;
 - 5.8. Shuttering within concrete floors / ceiling slabs; and
 - 5.9. All other areas which may need to be accessed for conducting the proposed works.
6. Santia shall undertake the Survey in accordance with the following-
 - 6.1. using trained and experienced surveyors (the "Surveyors");
 - 6.2. using a combined approach, comprising visual inspection, intrusive and destructive surveying techniques and necessary bulk sampling;
 - 6.3. HSG 264 guidance; and
 - 6.4. Santia documented in-house procedures for refurbishment and/or demolition works. Where it may be the case that the degree of destructive surveying cannot be completed at the time of the survey to meet the objectives as agreed during the pre-survey planning process, Santia reserve the right to return to the premises to complete the required destructive examination of those areas of the building included within the scope of the survey.

Where a refurbishment and demolition survey is requested and undertaken in an occupied or partly occupied building Santia will issue an interim report for budgetary purposes only. In these cases the survey, in many cases, will only be fully completed when the areas subjected to the survey have been vacated.

For demolition projects Santia reserve the right to re-visit the survey with the appointed demolition contractor to determine whether additional surveying needs to be undertaken during the soft-strip of the building to identify and analyze any additional materials which are exposed.
7. Santia shall identify all asbestos containing materials so far as it is reasonably practical for Santia to do so and is within the Scope.
8. The Client accepts and acknowledges that:-
 - 8.1. It is possible that asbestos containing materials will be found during demolition or refurbishment works in areas which are not possible to access by the surveyors for health and safety reasons such as areas which may damage the structural integrity of the building or in fire damaged areas. The expectation however is to make all reasonable efforts to find the asbestos containing materials that are within the scope of works.
 - 8.2. Certain materials contain asbestos to varying degrees. Some may be less densely contaminated at certain locations e.g. textured coatings. Where this is the case, the sample taken may not be representative of the whole product throughout and accordingly it is advised that samples should be taken for analysis at the location where work is to be carried out. In the conduct of Surveys Santia shall take and analyse a sufficient number of samples to, so far as is possible from such samples, fully define the location and extent of all asbestos containing materials present in that part of the Premises being Surveyed.
 - 8.3. Santia shall not be liable for any loss or damage caused by the discovery of additional asbestos and/or asbestos containing materials in the instances set out in this clause 7 where Santia has completed the Survey and otherwise acted in accordance with the guidance provided in the current HSG264 together with any Santia documented in-house procedures for refurbishment and/or demolition works (which are available on request).
9. In addition to the above, where asbestos removal works have been undertaken in the area subject to a Survey, it is possible that microscopic asbestos debris may remain. The Client must and must procure that any of its respective designers, contractors or agents ensure that Santia is informed of such previous asbestos removal or abatement works so that this information can be taken into account during Santia's scoping of the Survey. The Client shall promptly provide Santia with any records of any such previous works. Santia shall not be liable for any loss or damage caused by or in relation to any previous asbestos removal or abatement works whether Santia is informed of such works or not.
10. The Client and those acting for and on behalf of the Client in undertaking and managing the proposed demolition and/or refurbishment works shall work closely with and provide all necessary assistance to Santia. The Client shall call Santia back to undertake more invasive surveys if the Premises or part thereof is taken into the possession of the contractor and at key stages of the work envisaged by the Services when the degree of invasive and destructive surveying and sampling is not limited by the possible ongoing occupation and use of

the Premises.

11. Santia shall prepare a report of its findings after undertaking any Survey (the "Report"). The Report shall set out the Scope, details of the findings from the Survey, the scope of any proposed future works, details of all areas of the Premises accessed and all samples taken.
12. It maybe that Santia and/or any third parties authorised by Santia are unable to survey a part of the Premises that forms part of the Scope for reasons beyond Santia's control or the control of any third party authorised by Santia to perform the Survey. Such reasons may be the fact that access could not be gained to such part of the Premises for example due to the presence of working operatives, because it was a sensitive location, location was at an inaccessible height or depth, inconvenience to other third parties or animals, immovable obstacles or confined space, or simply because access could not be gained.
13. Occasionally, in the course of a Survey, Santia and/or the Surveyor may come across areas of the Premises which, despite the Survey planning process and the agreed Scope are not safe to access or reasonably practical to inspect due to conditions which are not reasonably foreseeable and/or which Santia is not reasonably able to mitigate ("No Access Areas").
14. If any of the areas referred to in 11 and 12 are to be disturbed during refurbishments or demolition they will have to be re-visited and surveyed prior to the refurbishment or demolition works being undertaken and additional charges will apply.
15. If there is a No Access Area Santia shall have the right to amend the Scope to take account of it. Until such time as No Access Areas can be inspected and suspect material analysed by Santia and/or the Surveyors and/or any other authorised third party, the No Access Areas should be regarded as containing asbestos contaminated materials and the parties shall implement the appropriate management procedures. No maintenance refurbishment or demolition can occur in any areas declared No Access Areas.
16. Santia may undertake corrective actions at the request of the Client to address the No Access Areas ("Corrective Actions"). Such Corrective Actions could include additional visits, surveys and any other necessary arrangements to ensure that a No Access Area can be accessed. Santia acknowledges that any No Access Areas may affect the overall compliance level of the Premises, and shall action them as a matter of priority, subject to written instruction from the Client. The cost of all such additional work and/or Corrective Action shall be borne by the Client.
17. Where electrical, gas, water, fluids and pressurised equipment is present and is to be examined as part of the Survey or otherwise impacts on the Survey process, no access will be attempted until proof of its safe isolation-is provided. Santia and/or the Surveyors and the Client owe a duty of care under the Health and Safety at Work etc. Act 1974 both to themselves and to others who may be affected by their activities.
18. Where in the opinion of Santia and/or the Surveyor and or the person technically reviewing the subsequent Report, there have been difficulties encountered during the surveying process Santia shall inform the Client, their designers, contractors or agents, and make recommendations for the additional survey work which Santia and/or any third parties authorised by Santia deem necessary to undertake prior to any further work commencing at the Premises.
19. It is the responsibility of the duty holder to ensure that the Priority Assessment Scores (in accordance with HSG 227 'A Comprehensive Guide to Managing Asbestos in Premises') stated for all asbestos containing materials within the report are correct. Santia surveyors will only be able to complete the Priority Scores for the activities that they have witnessed at the time the survey was undertaken. If the duty holder feels that the scores are inadequate or do not reflect the true usage of the room(s), they must contact Santia to discuss the scores who will be able to amend them to reflect the true usage.'
20. Subject to the provisions of the Contract, Santia shall not be liable for any damage caused as part of any Survey carried out on the Client's behalf in addition to that which has been agreed prior to the commencement as part of the Survey planning process. Owing to the nature of any Survey and the necessity for sampling of materials for analysis some damage to the fabric of the building is unavoidable. Santia will endeavour as far as is reasonably practicable to leave the areas subject to any Survey in a safe condition but will not carry out any repairs to the areas damaged as a consequence of the agreed Survey Scope and programme.