

SANTIA ASBESTOS MANAGEMENT LIMITED REGISTERED NO. 07511557 AND FIRST ORDER RED LIMITED REGISTERED NO. 05289555 TOGETHER AND SEPERATELY KNOWN AS ("SANTIA") SPECIAL CONDITIONS – FOR MANAGEMENT SURVEYS AND RE-INSPECTION SURVEYS 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. Santia shall undertake a survey or condition monitoring survey (the "Survey") as part of the Services to be provided by Santia in accordance with the terms of the Contract. The methods employed by Santia to undertake the Survey shall be agreed with the Client prior to starting the work during the pre-survey planning process (the "Scope"). It is the intention of the Survey to minimise all areas of restriction or limitation of access. However, the parties shall use their reasonable endeavours to identify in advance of the Survey, any such areas that shall be excluded from the Scope.
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. 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.
5. Any intrusive inspection of parts of the Premises shall be agreed by the parties as part of the pre-survey planning process. Any agreed intrusive inspection shall be set out in the Scope. The Client must not procure Santia to undertake a Management Survey if its intention is that such Survey shall be used for planning major refurbishment or demolition works. If the Client requires such work a Refurbishment/Demolition survey as described by HSG264 should be commissioned. A Management Survey by its very nature will not locate all ACM's concealed within any site, property and/or buildings.
6. Santia shall identify all asbestos containing materials so far as it is reasonably practical for Santia to do so and is within the Scope.
7. Santia shall undertake the Survey in accordance with the following:
 - 7.1. using trained and experienced surveyors (the "Surveyors");
 - 7.2. using a combined approach, comprising visual inspection, intrusive surveying techniques as agreed during the pre-survey planning process and necessary bulk sampling; and
 - 7.3. HSG 264 guidance; and
 - 7.4. Santia documented in-house procedures accredited by the United Kingdom Accreditation Services (UKAS).
- 7.5. The Client accepts and acknowledges that only Surveys are UKAS accredited; re-inspection surveys are not.
8. Santia shall identify all asbestos containing materials so far as it is reasonably practical for Santia to do so within the Scope of the survey being undertaken.
9. The Client accepts and acknowledges that:-
 - 9.1. It is always possible that additional asbestos containing materials may be present at the Premises that will be Surveyed or in an area covered by the Survey for various reasons, including (but not limited to):-
 - 9.1.1. Asbestos containing materials being hidden or obscured by other items or covered by one or more finishes (including overboarding);
 - 9.1.2. asbestos containing materials hidden within the structure of a building and which will not become visible until such structure is dismantled;
 - 9.1.3. Microscopic debris from previous asbestos removal projects being present in some areas; and
 - 9.1.4. Previous defective asbestos removal works which have not been informed to us by the Client as part of the pre-survey planning process.
 - 9.2. 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.
 - 9.3. 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 6 where Santia has completed the Survey and otherwise acted in accordance with the guidance provided in the current HSG264 together with any relevant Santia documented in-house procedures (which are available on request).
10. In addition to the above, where asbestos removal works have previously been undertaken in the area subject to a Survey, it is possible that microscopic asbestos debris may remain. The Client must ensure 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 pre-survey planning process and in the Scope. The Client shall 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.
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. In any Client Premises in which asbestos containing materials have been located and it is clear that not all areas have been investigated, any material that is found to be suspicious and not detailed as part of the Survey should be treated with caution and sampled and analysed in accordance with the requirements of the Control of Asbestos Regulations 2012 to determine whether it contains asbestos or should otherwise be presumed to contain asbestos. Similarly any suspect materials in Premises which have not previously been found to contain asbestos should be treated in the same manner.

13. 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. Areas not accessed will be detailed in the survey report.
14. 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").
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 without the necessary further survey work being undertaken.
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. The cost of all such additional work and/or Corrective Action shall be borne by the Client.
17. Generally the following areas may not have been inspected for health and safety reasons or where excessive damage would result:
 - 17.1. Behind fixed wall, door or ceiling panels;
 - 17.2. Beneath fixed floor coverings or floorboards;
 - 17.3. Inside fixed risers or floor ducts;
 - 17.4. Inside ceiling voids where there is no safe means of access;
 - 17.5. Inside electrical, mechanical or heating equipment, or external manholes and sewer pipes unless special arrangements have been made;
 - 17.6. Within operational lift shafts, plant and machinery unless special arrangements are made e.g. attendance of a lift engineer;
 - 17.7. Within inner linings/seals of strong boxes/safes;
 - 17.8. Shuttering within concrete floors/ceiling slabs.
17. 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.'
18. 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.