

These Special Conditions (Asbestos) are subject to Santia's Standard Terms and Conditions (Asbestos) and capitalised terms in these Special Conditions (Asbestos) shall have the meaning set out in Santia's Terms and Conditions (Asbestos) unless expressly stated otherwise.

Dependent on the Services being provided by Santia as set out in the Quotation, the following Special Conditions relevant to the Services being provided shall apply to the Contract:

1. THE PROJECT MANAGEMENT OF ASBESTOS ABATEMENT WORKS INCLUDING AIR MONITORING AND CLEARANCE TESTING

- 1.1 If the project management, air monitoring, or clearance inspection works shall form part of the Services to be provided by Santia to the Client in accordance with the terms of the Contract, Santia shall undertake the project management, air monitoring, or clearance inspection works in accordance with the following legislation, guidance and the scope of the UKAS Accreditations held by the Company for the air monitoring and clearance inspection content of the work.
- 1.1.1 The Control of Asbestos Regulations 2012
- 1.1.2 The Approved Code of Practice "Work with materials containing asbestos" L143
- 1.1.3 HSG264 "Asbestos: The analyst's guide for sampling, analysis and clearance inspections"
- 1.1.1 HSG 210 "Asbestos Essentials task manual: Task guidance sheets for the building maintenance and allied trades"
- 1.1.2 HSG 247 "Asbestos: The Licensed Contractors' guide"
- 1.1.3 ISO/IEC 17025:2017 "General requirements for the competence of testing and calibration laboratories"
- 1.1.4 ISO/IEC 17020:2012 "General criteria for the operation of various types of bodies performing inspection"
- 1.1.5 HSG248 "Asbestos: The analyst's guide for sampling, analysis and clearance inspections"
- 1.2 In addition, Santia shall act in accordance with the Santia documented in-house procedures for project management, air monitoring, or clearance inspection works (a copy is available on request) which, for the air monitoring and clearance inspections address the requirements of ISO 17025:2017 and ISO 17020:2012 as confirmed by the UKAS Accreditations 857 and 155 respectively.
- 1.3 Before undertaking any Services, the parties shall agree the scope of the project management, air monitoring and clearance inspections works (the "Scope"). The Scope shall take account of relevant risk assessments and method statements and all other information that the Client is required to provide Santia with in accordance with the terms of the Contract.
- 1.4 During the Services 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 Services. 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 Services.
- 1.5 Where Santia is required to undertake air monitoring as part of an investigation of possible exposure to airborne asbestos fibres, Santia shall, as far as reasonably practicable, provide and/or collect air quality data which can be used to measure, estimate or derive the actual exposures which may have occurred. In a situation where it is suspected that there may be settled or surface laying fibres, Santia will not be required to undertake any disturbance tests even if otherwise such tests formed part of the Scope, and the Scope shall be amended accordingly. The Client accepts and acknowledges that such actions may lead to possible additional exposures. In these circumstances, Santia shall where reasonably practicable make arrangements for an appropriate level of cleaning in the area by appointing a component Licensed Asbestos Removal Contractor who will undertake the work utilising recognised dustless methods.
- 1.6 Santia shall not be liable for any loss or damage caused by and/or incurred by the Client where the Scope is rendered inappropriate as a consequence of changes in the Scope or the working methods identified in the Scope which are requested by and/or introduced by the Client and/or the Client's appointed contractor, unless Santia has been informed of these changes and has agreed to them. Santia reserves the right to make any necessary changes to the Scope, the charges and any agreed timescales to take account of the revised requirements.
- 1.7 Where the Scope requires that air monitoring is undertaken outside enclosures erected for asbestos removal works (leak testing) Santia shall not be held liable for any loss or damage caused by or in connection with any sudden increase in airborne fibre concentration. Similarly, Santia shall not be held liable for any loss or damage caused by or in connection with any sudden increase in airborne fibre concentrations caused as a consequence of damage caused to the enclosure or a sudden increase in the air pressure within the enclosure which have resulted or are connected in anyway to the actions of the Client and/or the Client's appointed licensed contractor or any other third party or individual not being an employee of Santia.
- 1.8 In circumstances where Santia is appointed to project manage asbestos removal or abatement works and Santia and/or Santia's appointed analyst and/or project manager considers (in its sole discretion) that the Client and/or the Client's licensed contractor is not (i) complying with the detail of the Scope; (ii) complying with any additional measures Santia and/or Santia's appointed analyst and/or project manager have identified as necessary to control fibre release; or (iii) otherwise taking action to maintain compliance with any relevant safety requirements; Santia and/or Santia's analyst and/or project manager shall offer appropriate advice to the Client and/or the Client's licensed contractor, which it considers is reasonably necessary to address any of its concerns. Santia shall report any non-compliance with the requirements of the Scope or Statutory and Regulatory documentation to the Client's appointed representative.
- 1.9 The Client shall ensure that its licensed contractor ensures that it acts in accordance with the Scope and that the licensed contractor undertakes any necessary remedial measures to ensure compliance with any relevant safety requirements. Santia shall not be liable for any loss or damage caused by any act or omission of the Client and/or the Client's licensed contractor and/or any other third party authorized or otherwise acting on behalf of the Client.
- 1.10 During the course of asbestos removal or abatement works, where asbestos-containing materials, which are additional to those listed in the Scope of Works Document are encountered, the Client shall ensure that its licensed contractor informs Santia (if appointed), the Contract Administrator, Principal Contractor and the Health and Safety Enforcement Authority. The Client shall ensure that its licensed contractor undertakes any necessary amendments to the method statement and informs Santia (if appointed), the Contract Administrator, Principal Contractor, the Client and the Health and Safety Enforcement Authority of these changes.
- 1.11 Where Santia's Analyst considers that the airborne fibre levels either inside an enclosed working area or as otherwise within the premises are increasing to a level which is likely to cause a hazard with an associated health and safety risk to any party, the Client accepts and acknowledges that Santia and/or its Analyst shall have the authority to require the licensed contractor to cease the asbestos removal or abatement works and to take all actions necessary to ensure that the airborne fibre levels are reduced to a level considered to be safe in the circumstances. The Client shall ensure that its licensed contractor adheres promptly to any such orders or instructions.
- 1.12 During the course of inspections inside an asbestos working enclosure, porous surfaces may be encountered which may need to be sealed to achieve clearance. The Licensed Contractor shall not apply any sealant product prior to an initial air test unless in the sole opinion of Santia and/or its Analyst the surface has been thoroughly cleaned to the required standard and that Santia and/or its Analyst considers that the application of the sealant product is absolutely necessary to achieve the clearance indicator level of <0.010 fibres per cm³. The Client accepts and agrees that the decision of Santia and/or its Analyst on this matter is final.
- 1.13 It shall be at the sole discretion of Santia's Analyst whether any working enclosure meets the required standards of cleanliness to proceed to the third stage of air sampling. During the inspection period the Client shall ensure that its appointed licensed contractor shall comply with all reasonable instructions issued by Santia and/or its Analyst to ensure that the required standards of cleanliness are achieved. However, it is the responsibility of the Client and their appointed Contractor to ensure that the required levels of cleanliness are met. Santia will not be obliged to specify what measures should be taken to achieve the required objectives.
- 1.14 Santia shall not be liable for any loss or damage caused by any delays in completing the four-stage clearance procedure and/or the issue of the required certification caused by any act or omission of the Client and/or its licensed contractor to effectively remove, seal or the repair any asbestos contained materials identified and/or any failure of the Client and/or its licensed contractor to achieve the required levels of cleanliness inside the enclosure.

- 1.15 Following the completion of the four-stage clearance procedure, Santia shall not be liable for (i) Any loss or damage caused to any sealed or repaired asbestos-containing materials by subsequent works; (ii) Any delays, costs, expenses or any other consequences of any additional asbestos-containing materials which may be revealed by subsequent works.
- 1.16 Notwithstanding the previous provisions and subject to the terms of the Conditions, Santia shall not be liable for any loss or damage caused by or as part of any asbestos monitoring, project management or clearance inspection implemented on the Client's Premises save where such loss or damage is caused directly by the negligence of Santia and/or its employees, agents or sub-contractors.
- ## 2. REFURBISHMENT OR DEMOLITION SURVEYS AS IMPLEMENTED IN ACCORDANCE WITH THE GUIDANCE PROVIDED IN HSG 264
- 2.1 The scope of demolition or 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 or refurbishment works (the "Survey") will be restricted to that part of the Premises that will be directly affected by the proposed demolition 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 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.
- 2.2 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.
- 2.3 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.
- 2.4 During any Survey Santia shall give priority to the following areas:-
- 2.4.1 Behind fixed wall, door or ceiling panels;
- 2.4.2 Beneath fixed floor coverings or floorboards;
- 2.4.3 Inside fixed risers or floor ducts;
- 2.4.4 Inside ceiling voids in the proposed areas of work and those which may need to be accessed for the routing of utilities/services;
- 2.4.5 Inside electrical, mechanical or heating equipment, or external manholes and sewer pipes;
- 2.4.6 Within operational lift shafts, plant and machinery, unless special arrangements are made;
- 2.4.7 Within inner linings/seals of strong boxes/safes;
- 2.4.8 Shuttering within concrete floors/ceiling slabs; and
- 2.4.9 All other areas which may need to be accessed for conducting the proposed works;
- 2.5 Santia shall undertake the Survey in accordance with the following:
- 2.5.1 using trained and experienced surveyors (the "Surveyors");
- 2.5.2 using a combined approach, comprising visual inspection, intrusive and destructive surveying techniques and necessary bulk sampling;
- 2.5.3 HSG264 guidance; and
- 2.5.4 Santia documented in-house procedures for refurbishment or demolition surveys
- 2.6 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.
- 2.7 Where a refurbishment or demolition survey is requested and undertaken in an occupied or partly occupied building, Santia may agree to issue an interim report for budgetary purposes only. In these cases, the survey will only be fully completed when the areas subjected to the survey have been vacated and all inspection work completed.
- 2.8 For demolition projects, Santia reserves 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 or latter stages of the project to identify and analyze any additional materials which are exposed.
- 2.9 Santia shall identify all asbestos-containing materials so far as it is reasonably practicable for Santia to do so and is within the Scope.
- 2.10 The Client accepts and acknowledges that:-
- 2.10.1 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.
- 2.10.2 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.
- 2.10.3 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 these Terms 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 or demolition surveys (which are available on request).
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 It may be 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.
- 2.15 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 practicable to inspect due to conditions which are not reasonably foreseeable and/or which Santia is not reasonably able to mitigate ("No Access Areas").
- 2.16 If any of the areas referred to in 2.12 and 2.13 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.

- 2.17 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 a 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.
- 2.18 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.
- 2.19 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.
- 2.20 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.
- 2.21 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.
- 2.22 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 program.
- 3. MANAGEMENT SURVEYS AND 'RE-INSPECTION' SURVEYS IMPLEMENTED IN ACCORDANCE WITH THE GUIDANCE PROVIDED IN HSG 264**
- 3.1 Santia shall undertake a survey, condition or 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.
- 3.2 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.
- 3.3 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 program.
- 3.4 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 or 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.
- 3.5 Santia shall identify all asbestos-containing materials so far as it is reasonably practicable for Santia to do so and is within the Scope.
- 3.6 Santia shall undertake the Survey in accordance with the following:
- 3.6.1 using trained and experienced surveyors (the "Surveyors");
 - 3.6.2 using a combined approach, comprising visual inspection, intrusive surveying techniques, bulk sampling as agreed during the pre-survey planning;
 - 3.6.3 process and necessary bulk sampling;
 - 3.6.4 HSG264 guidance; and
 - 3.6.5 Santia documented in-house procedures for inspection accredited by the United Kingdom Accreditation Services (UKAS) under accreditation number 155
- 3.7 The re-inspection surveys undertaken by Santia are covered by the scope of the UKAS accreditation for Inspection as held by the Company.
- 3.8 Santia shall identify all asbestos-containing materials so far as it is reasonably practicable for Santia to do so within the Scope of the survey being undertaken.
- 3.9 The Client accepts and acknowledges:
- 3.9.1 that 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):
 - 3.9.2 Asbestos-containing materials being hidden or obscured by other items or covered by one or more finishes (including overboarding);
 - 3.9.3 Asbestos-containing materials hidden within the structure of a building and which will not become visible until such structure is dismantled;
 - 3.9.4 Microscopic debris from previous asbestos removal projects being present in some areas; and
 - 3.9.5 Previous defective asbestos removal works which have not been informed to us by the Client as part of the pre-survey planning process.
 - 3.9.6 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.
 - 3.9.7 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 3 of the Special Conditions (Asbestos) 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).
- 3.10 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.
- 3.11 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.
- 3.12 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 the premises which have not previously been found to contain asbestos should be treated in the same manner.
- 3.13 Generally, the following areas may not have been inspected for health and safety reasons or where excessive damage would result:
- 3.13.1 Behind fixed wall, door or ceiling panels;
 - 3.13.2 Beneath fixed floor coverings or floorboards;
 - 3.13.3 Inside fixed risers or floor ducts;
 - 3.13.4 Inside ceiling voids where there is no safe means of access;
 - 3.13.5 Inside electrical, mechanical or heating equipment, or external manholes and sewer pipes unless special arrangements have been made;
 - 3.13.6 Within operational lift shafts, plant and machinery unless special arrangements are made e.g. attendance of a lift engineer;
 - 3.13.7 Within inner linings/seals of strong boxes/safes;
 - 3.13.8 Shutting within concrete floors/ceiling slabs.
- 3.14 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.
- 3.15 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.
- 4. THE PROJECT MANAGEMENT OF ASBESTOS ABATEMENT WORKS WHERE SANTIA APPOINT THE LICENSED ASBESTOS REMOVAL CONTRACTOR AND INCLUDING AIR MONITORING AND CLEARANCE TESTING IMPLEMENTED IN ASSOCIATION WITH THESE WORKS**
- 4.1 The project management, air monitoring, or clearance inspection works shall form part of the Services to be provided by Santia to the Client in accordance with the terms of the Contract. Santia shall undertake the project management, air monitoring, or clearance inspection works in accordance with the following legislation and/or guidance.
- 4.1.1 The Control of Asbestos Regulations 2012
 - 4.1.2 The Approved Code of Practice "Work with materials containing asbestos" L143
 - 4.1.3 HSG 210 "Asbestos Essentials: task manual: Task guidance sheets for the building, maintenance and allied trades"
 - 4.1.4 HSG 247 "Asbestos: The Licensed Contractors' guide"
 - 4.1.5 ISO/IEC 17025:2017 "General requirements for the competence of testing and calibration laboratories"
 - 4.1.6 ISO/IEC 17020:2012 "General criteria for the operation of various types of bodies performing inspection"
 - 4.1.7 HSG248 "Asbestos: The analyst's guide for sampling, analysis and clearance inspections"
- 4.2 In addition, Santia shall act in accordance with the Santia documented in-house procedures for project management, air monitoring, or clearance inspection works (a copy is available on request) which, for the air monitoring and clearance inspections address the requirements of ISO 17025:2017 and ISO 17020:2012 as confirmed by the UKAS Accreditations 857 and 155 respectively.
- 4.3 Before undertaking any Services, the parties shall agree the scope of the project management, air monitoring and clearance inspections works (the "Scope"). The Scope shall take account of relevant risk assessments and method statements and all other information that the Client is required to provide Santia in accordance with the terms of the Contract.
- 4.4 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.
- 4.5 Santia shall not be liable for any loss or damage caused by and/or incurred by the Client where the Scope is rendered inappropriate as a consequence of changes in the Scope or the working methods identified in the Scope which are requested by and/or introduced by the Client and/or unless Santia has been informed of these changes and has agreed to them. Santia reserves the right to make any necessary changes to the Scope, the charges and any agreed timescales to take account of the revised requirements.
- 4.6 Santia shall not be liable for any sudden increase in airborne fibre concentrations or any loss or damage attributable thereto caused by and as a consequence of any damage caused to the enclosure save where such loss or damage is caused directly by the negligence of Santia and/or its employees, agents or sub-contractors.
- 4.7 Where during the course of the asbestos removal or abatement works asbestos-containing materials additional to those considered and set out in the Scope and/or approved method statement are encountered, Santia will inform the Client, the Contract Administrator, the Principal Contractor and Construction Design and Management Coordinator if appointed of this discovery. The Licensed Contractor appointed by Santia will ensure that the Method Statement for the work is updated as necessary and that the Health and Safety Enforcement Authority is notified accordingly.
- 4.8 Where Santia's analyst considers that the airborne fibre levels either inside an enclosed working area or as otherwise within the Premises are increasing to a level which is likely to cause a hazard with an associated health and safety risk to any party, the Client accepts and acknowledges that Santia and/or its analyst shall have the authority to require the licensed contractor to cease the asbestos removal or abatement works and to take all actions necessary to ensure that the airborne fibre levels are reduced to below 0.010 fibres per cm³ or the pre-existing ambient airborne fibre concentration. If such incidents may give rise to localised contamination, Santia will specify the necessary remediation works to reduce the airborne fibre levels to below 0.010 fibres per cm³ or the pre-existing ambient airborne fibre concentration. The Client shall procure that its licensed contractor adheres promptly to any such orders or instructions
- 4.9 During the course of inspections inside an asbestos working enclosure, porous surfaces may be encountered which may need to be sealed to achieve clearance. The Licensed Asbestos Contractor shall not apply any sealant product prior to an initial air test unless in the sole opinion of Santia and/or its analyst the surface has been thoroughly cleaned to the required and that Santia and/or its analyst considers that the application of the sealant product is absolutely necessary to achieve the clearance indicator level of <0.010 fibres per cm³. The Client accepts and agrees that the decision of Santia and/or its analyst is final.
- 4.10 It shall be at the sole discretion of Santia and/or its analyst whether the enclosure meets the required standards of cleanliness to proceed to the third stage of air sampling.
- 4.11 Following the completion of the four-stage clearance procedure, Santia shall not be liable for:-
- 4.11.1 any loss or damage caused to any sealed or repaired asbestos-containing materials by subsequent works; or
 - 4.11.2 for any delays, costs, expenses or any other consequences of any additional asbestos-containing materials which may be revealed by subsequent works.
- 4.12 Notwithstanding the previous provisions and subject to the terms of the Conditions, Santia shall not be liable for any loss or damage caused by or as part of any asbestos monitoring, project management or clearance inspection implemented on the Client's Premises save where such loss or damage is caused directly by the negligence of Santia and/or its employees, agents or sub-contractors.
- 4.13 For the avoidance of doubt, Santia shall be entitled to sub-contract any part or whole of the Services which relate to the removal and/or disposal of asbestos. Santia shall only sub-contract asbestos or removal abatement works to contractors who hold the required license as granted by the Health & Safety Executive under the provisions of the Control of Asbestos Regulations 2012 and otherwise comply with the full requirements of the Santia Preferred Suppliers Procurement Scheme.