

SANTIA ASBESTOS MANAGEMENT LIMITED REGISTERED NO. 07511557 AND FIRST ORDER RED LIMITED REGISTERED NO. 05289555 (TOGETHER OR SEPERATELY KNOWN AS "SANTIA") SPECIAL CONDITIONS – FOR THE PROJECT MANAGEMENT OF ASBESTOS ABATEMENT WORKS INCLUDING AIR MONITORING AND CLEARANCE TESTING

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 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.
 - 2.1 The Control of Asbestos Regulations 2012
 - 2.2 The Approved Code of Practice, "Work with materials containing asbestos" L143
 - 2.3 HSG264 "Asbestos: The analyst's guide for sampling, analysis and clearance inspections"
 - 2.4 HSG 210 "Asbestos Essentials task manual: Task guidance sheets for the building maintenance and allied trades"
 - 2.5 HSG 189/2 "Working with asbestos cement"
 - 2.6 HSG 247 "Asbestos: The Licensed Contractors' guide"
 - 2.7 ISO/IEC 17025:2005 "General requirements for the competence of testing and calibration laboratories"
 - 2.8 ISO/IEC 17020 "General criteria for the operation of various types of bodies performing inspection"
 - 2.9 HSG248 "Asbestos: The analyst's guide for sampling, analysis and clearance inspections"
 3. 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) as requested by the United Kingdom Accreditation Service (UKAS).
 4. 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.
 5. 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.
 6. Where Santia is required to undertake air monitoring as part of an investigation of a 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.
 7. 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.
 8. 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.
 9. 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:-
 - 9.1. complying with the detail of the Scope;
 - 9.2. complying with any additional measures Santia and/or Santia's appointed analyst and/or project manager have identified as necessary to control fibre release;
 - 9.3. 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.
10. 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.

11. 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.
12. 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.
13. 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 cm^3 . The Client accepts and agrees that the decision of Santia and/or its Analyst on this matter is final.
14. 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.
15. 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.
16. Following the completion of the four stage clearance procedure, Santia shall not be liable for:-
 - 16.1. Any loss or damage caused to any sealed or repaired asbestos containing materials by subsequent works;
 - 16.2. Any delays, costs, expenses or any other consequences of any additional asbestos containing materials which may be revealed by subsequent works.
17. 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.