

SANTIA ASBESTOS MANAGEMENT LIMITED REGISTERED NO. 07511557 AND FIRST ORDER RED LIMITED REGISTERED NO. 05289555 (TOGETHER AND SEPERATELY KNOWN AS "SANTIA") SPECIAL CONDITIONS – FOR 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

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 HSG248 "Asbestos": The analysts' 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).
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. 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.
7. 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.

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 are notified accordingly.

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
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.
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.
11. Following the completion of the four stage clearance procedure, Santia shall not be liable for:-
 - 11.1. any loss or damage caused to any sealed or repaired asbestos containing materials by subsequent works;
 - 11.2. for any delays, costs, expenses or any other consequences of any additional asbestos containing materials which may be revealed by subsequent works.
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.
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 who are also SAFEcontractor approved.