
TERMS AND CONDITIONS

1. *Interpretation*

1.1 In these conditions:

'CLIENT' means the person who accepts a quotation of the Company for the provision of the Services or whose order for the Services is accepted by the Company.

'COMPANY' means Noble Health & Safety Consultancy Ltd (registered in England under number 3830216)

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Client and the Company

'CONTRACT' means the contract for the provision of the services

"OUTPUT MATERIAL" means data, drawings, plans, documents, test results and other information prepared by the Company in relation to the Services

'SERVICES' means the provision of Asbestos Consultancy, Bulk Sampling, Asbestos Survey, Asbestos Bulk Analysis, Asbestos Air Monitoring, Asbestos Four Stage Clearances, Asbestos Project Management, Asbestos and Health & Safety Training, Health & Safety Consultancy, Expert Witness or other services for which the company undertakes to perform for The Client under the Contract.

'WRITING' includes service by electronic mail, facsimile transmission and comparable means of communication, and is taken to be only on company headed notepaper.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. *Basis of the sale*

2.1 The Company shall provide the Services and Client shall pay for the same in accordance with any written quotation or tender of the Company which is accepted by the Client, or any written order of the Client which is accepted by the Company, subject in either case to these conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No Variation to these Conditions shall be binding unless agreed in Writing between the authorised representative of the Client and the Company.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Services unless confirmed by the Company in Writing. In entering into the Contract the Client acknowledges that it does not rely on, and waives any claim for breach of, any such representations, which are not so confirmed.

2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

2.5 In situations, which in our opinion give rise to imminent risk to the health and safety of any party, the Client in accepting this agreement also confers on us the authority to deal with matters that would be defined, in criminal law, as being part of the Client's undertaking, as we see fit.

3. *Orders and specifications*

3.1 No order submitted by the Client shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.

3.2 The Client shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Client, and for giving the Company any necessary information relating to the Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

3.3 The company reserves the right to make any changes in the specification of the Services which are required to conform with any safety or other statutory requirements.

TERMS AND CONDITIONS

- 3.4 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as the result of cancellation.
4. *Assignments and Sub-Contracting*
- 4.1 The Company will normally perform the Services using its own staff. However, the company reserves its right to sub-contract the whole or part of the work and will notify the Client accordingly.
5. *Price of Services*
- 5.1 The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.
- 5.2 The Company reserves the right by giving notice to the Client at any time before commencement of the Service, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.
- 5.3 Value Added Tax ("VAT") will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided The Company has been notified of the Client's VAT registration number. If the Client is not registered or The Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.
6. *Terms of payment*
- 6.1 Subject to any special terms agreed in Writing between the Client and the Company, the Company shall be entitled to invoice the Client for the price of the Services on or at any time after commencement of the same.
- 6.2 For training courses, all fees are due before the start of any course. No certification or equivalent will be issued until all fees and any additional costs which may have been added for late payment have been paid.
- 6.3 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds Sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.4 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 6.4.1 cancel the Contract or suspend any further provisions of the Services to the Client. . Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.
- 6.4.2 under The Late Payment of Commercial Debts (Interest) Act 1998, charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above Lloyds TSB Banks plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
- 6.4.3 charge the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.
- 6.4.4 The receipt of payment shall not prevent Noble Health & Safety Consultancy Ltd, from questioning the correctness of any statement made by the Client in respect of such payments.

TERMS AND CONDITIONS

7. *Force Majeur*

- 7.1 The Company shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Company's reasonable control.

8. *Accuracy*

- 8.1 Any results provided by the Company comprising advice data and conclusions are based on information supplied by the Client and evidence known at the time to the Company. The Client shall supply all necessary information, data, drawings and items necessary to the timescale required by the Company and shall arrange, at the Client's expense and risk, for the conveyance of all test items to and from the Company's laboratories unless the conveyance of samples and other items forms an integral part of the Work. All Data provided, conclusions reached, or recommendations made by the Company rely on scientific and engineering concepts disciplines and procedures used or adopted by the Company and the Company does not warrant that the same will necessarily be achieved by other parties, or that such conclusions or recommendations will necessarily be valid in circumstances other than those of which the Company has direct experience. Any results are believed to be accurate and reliable subject to the limitations of normal experimental uncertainties.
- 8.2 Any report produced by the Company for the benefit of the Client relates solely to the goods or samples reported on and not bulk from which the goods or samples were drawn.

9. *Confidentiality and Intellectual Property*

- 9.1 The property, and any copyright, design rights or other intellectual property rights in any Output Material shall, unless otherwise agreed in Writing between the Client and the Company, belong to the Company, but the Client shall be entitled to use the Output Material for the purposes of utilising the Services by way of an exclusive licence, subject to payment in full of all sums payable under this contract.
- 9.2 Any information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Company, and all Output Material or other information provided by the Company which is so designated by the Company shall be kept confidential by the Client; but the foregoing shall not apply to any documents or other materials, data or other information which either party is required to disclose by law or by statutory requirements or which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party.
- 9.3 The Output Material is prepared exclusively for the Client for the purposes of the Contract and may not under any circumstances be used by any third party. The Company is not liable for any Output Material so used and the Client shall indemnify the Company against all liability and loss, damages and expenses awarded against or incurred by the Company in connection with any claims by third parties in connection with such use of the Output Material.
- 9.4 While the Company is not aware, to the best of its knowledge, that any Output Material is in infringement of any design rights, copyright or other intellectual property rights of any third party, it does not give any particular warranty in this respect.
- 9.5 Re- printing of output material in the event of alterations and adjustments made after the first iteration has been agreed will incur an additional charge.

10. *Warranty and Limitation of Liability*

- 10.1 The Company warrants to the Client that it is accredited by UKAS for Asbestos Bulk Analysis, Asbestos Air Monitoring, Asbestos Four Stage Clearances, Asbestos Surveys and that these Services will be provided in accordance with the procedures accredited by UKAS. All other services will be delivered in compliance with the relevant legislation or standards and as per the procedures externally assessed for ISO9001.
- 10.2 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage,

TERMS AND CONDITIONS

expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.

- 10.3 The Services are provided to and for the benefit of the Client exclusively and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 10.4 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client, which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.
- 10.5 No liability is accepted by the Company for loss or damage howsoever caused to any goods or samples submitted for examination by the Client. Following examination of the goods or samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary the Company shall be entitled to dispose of all goods or samples within 6 months of the completion of the Contract.
- 10.6 Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.
- 10.7 The entire liability of the Consultancy under or in connection with the Agreement shall not exceed a multiple of 20 (twenty) times the Company's charges for the provision of the Specific Service under the Contract.
- 10.8 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damage or other losses incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Client.
- 10.9 The Client is under a duty to mitigate any losses howsoever caused.
- 10.10 The Client acknowledges and agrees that the limitation of liability contained in this clause is:
- 10.10.1 fair and reasonable;
 - 10.10.2 reflected in the level of charges and of insurance cover carried by the Company
 - 10.10.3 just and equitable having regard to the extent of the responsibility of the Company for any loss or damage suffered, on the basis that all other consultants, the contractor and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those contained in this Contract.

11. *Publicity*

- 11.1 The Company's name shall not be used in connection with the Contract for purposes of publicity promotion or advertising without the prior written approval of The Company. The Company may publish or join in publishing any description or illustration of the works with the prior consent of the Client.

12. *Non-solicitation of Staff*

- 12.1 The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee, secondee or consultant, any person who is or was employed or engaged by the Company in providing the Services.
- 12.2 Should the Client be in breach of 12.1 above, then it shall pay to the Company a sum to cover the Company's reasonable losses in this matter.

13. *Data Protection Act 1998*

- 13.1 The Company is registered under the Data Protection Act 1998.
- 13.2 The Company may consult or register information about the Client and the conduct of the Client's account with a licensed credit reference agency. The Company may also consult a

TERMS AND CONDITIONS

licensed credit agency about any credit information that they hold on the Client, or the Client's principal directors. The Company will keep a record of that search either on computer or on manual records.

13.3 As part of its marketing policy the Company may send to the Client from time to time details of its products and services. If the Client does not wish to receive these details then please contact Noble Health & Safety Consultancy Ltd, 13 Barn Close, Lantage Business Park, Plymouth PL7 5HQ.

13.4 **Data Protection Notice** – Data relating to the Data Subject will be processed by the Data Controllers and will be held

securely in confidence and processed for the purpose of carrying out the business of the Data Controllers and associated activities such as insurance, risk assessment and other related activities (“Activities”). The Data Controller may consult with and disclose the Data Subject’s Data to third parties such as insurer’s, credit insurers, credit reference agencies and other carefully selected parties (“Third Parties”) who may process the Data also as the Data Controllers for the purpose of carrying out the Activities for any business applications made directly or indirectly to the data subject from the Third Parties. The Data will be processed both within and outside the European Economic Area.

The Data Subject can also write to the Data Controller:

- The Data Subject does not have a contractual relationship with the Data Controllers and are objecting to the processing as set out in this notice.
- The Data Subject requires access to their data held by the Data Controller

The Data Subject requires details of any third party data controllers who also process the Data Subjects Data.

14. *Dispute Resolution And Applicable Law*

14.1 Any dispute or difference arising out of or in connection with this Contract shall be referable at the option of either party to alternative dispute resolution ie mediation, arbitration or adjudication as most appropriate. The person who is to act as the “independent party” shall be agreed between the Client and the Company, the preferred person will be a member of the Chartered Institute of Arbitrators.

14.2 The contract shall in all respects be subject to and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English Courts.

15. *Events of Default, Termination, Repossession, Suspension*

15.1 If:

15.1.1 the Client fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company; or

15.1.2 the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or

15.1.3 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

15.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

15.1.5 the Client ceases, or threatens to cease, to carry on business; or

15.1.6 where the Client is an individual or partnership, he or any partner dies; or

15.1.7 outside England and Wales anything corresponding to any of the above occurs; or

15.1.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client.

TERMS AND CONDITIONS

- 15.2 then in the above cases the Client shall notify the Company forthwith in writing of such event and in all cases the Company may (at its discretion, whether or not it has received notice from the Client as aforesaid, and without prejudice to its other rights hereunder or otherwise) at any time by notice to the Client do any one or more of the following:-
- 15.2.1 terminate, cancel and/or rescind the Contract and other contracts with the Client;
 - 15.2.2 declare immediately due, payable and interest-bearing under clause 6.3.2 above any amounts owed by the Client to the Company under any contract;
 - 15.2.3 suspend the provision of any Services to the Client;
 - 15.2.4 proceed against the Client for any sums owing under the Contract and/or damages, as appropriate.

16. *General*

- 16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 16.2 No waiver by the Company of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder or the provision in question shall not be affected thereby
- 16.4 The parties acknowledge that, except as specifically provided in this Contract, it is not their intention that any third party shall be entitled to enforce any term of this Contract which may confer a benefit on that third party, whether any such entitlement would, but for this provision, arise under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

17. *Training Courses*

- 17.1 Cancellations or amendments to bookings must be received from the Client and acknowledged by the Company, in writing, 15 clear days before the course start date. After that time no refund will be made.
- 17.2 Any booking made by the Client is subject to the following conditions
- 17.2.1 The Company has received the minimum number of bookings required for the training course to proceed at least 7 days before the course commencement date. In the event that the minimum number of delegates has not been reached, the Client will be offered the option of enrolling on an alternative course if one is available or a refund of the fees paid.
 - 17.2.2 The Company will be allowed to postpone a training course at their discretion. Any course that is postponed must still be paid for in full 7 clear days before the original booked course start date. The Company agrees to hold its price at the original amount invoiced for a period of 3 months from the date of the original booking except where external costs have increased, i.e. increased cost of air fares, etc. In any event postponed courses must be rearranged and the training delivered within 6 months of the originally booked training dates or a refund will be given.
 - 17.2.3 It is the Client's responsibility to inform the Company of the special needs of any delegate 7 days prior to the start date of the course. This would include any learning difficulties, inability to participate in any physical elements of the course, or associated activity. This would also include any special dietary needs which will be catered for so where reasonably practicable.
- 17.3 The Company reserves the right to remove any delegate from its courses for reasons of foul, abusive, disruptive language or behaviour, for reasons of health and safety, or for any other activity or behaviour deemed as inappropriate or unsafe. In such cases the individual(s) and their employer will be informed and the situation will be treated as a cancellation by the Client, and will be charged accordingly
- 17.4 The Company reserves the right to stop the delivery of any courses held at any venue or premises provided by the Client where the Client has patently failed to provide suitable facilities for the training to be undertaken. This can relate to either, and, or the non-supply of

a room in which the training course can be held, the size of room being completely unsuitable for the number of delegates to be trained; unhygienic conditions in the room to be used for training purposes; and the non-supply of basic facilities to meet normal health and safety requirements. This condition may also apply where the client has failed to supply any equipment that was agreed or the equipment is not in a safe condition to use, or where the client has failed to supply reasonable refreshments where requested. In such cases client company will be informed and the situation will be treated as a cancellation by the Client, and will be charged accordingly.

- 17.5 The Company draws to the Client's attention that the performance of an individual delegate on a training course is not necessarily indicative of their performance in the workplace. It is the Client's duty under health and safety legislation to ensure that their staff possess the necessary competence and skills and are adequately supervised to carry out work activities. The Company can therefore accept no liability for the delegate's subsequent performance.

18. Bulk Asbestos Analysis

- 18.1 All bulk analysis of samples carried out are based on the Company's internal method, appendix 8 Bulk Analysis. This method is based on the HSE publication, appendix 2 of HSG 248 Asbestos, the Analysts Guide for Sampling, Analysis and Clearance Procedures.
- 18.2 The sample submitted for analysis is initially examined using a low powered (7-45) stereo microscope. Each individual fibre type present in the sample is selected and mounted in a refractive index (RI) liquid chosen to match the most likely asbestos type. The fibres are then positively identified as one of the asbestos types on the basis of their details optical properties using polarised light microscopy (PLM) at a magnification of x100.
- 18.3 **Each sample submitted is inspected for all possible types of asbestos. The results are then reported as either 'N.A.D.I.S.' or a list of the fibre types positively identified. If asbestos is positively identified within the sample, it will then be classified according to material type.**
- 18.4 The percentage asbestos content within the material or a determination of its exact density and or water adsorption is not recorded as part of the standard report. If this information is required, it must be requested in advance. This is outside the scope of the Company's UKAS accreditation.
- 18.5 All samples submitted for analysis must be double bagged and clearly labelled with all relevant details regarding the sample. It is the Company's aim to analyse and produce a report within 4 standard working days. If an urgent result is required, please telephone in advance and we will ensure that the sample can be analysed as soon as possible. Prior warning is also appreciated when submitting batches of greater than 20 samples particularly of textured coating.
- 18.6 All samples are kept for a period of six months following analysis prior to disposal at a licensed asbestos disposal site. If you wish the sample to be retained for longer, or returned, we must be contacted in writing within this six month period.

19. Asbestos Fibre Counting / Air Monitoring

- 19.1 Air monitoring and fibre counting carried out by the Company is based on our internal UKAS procedure – 'The Measurement of Asbestos Fibres Concentrations, in Air, by Phase Contrast Microscopy (PCM) and internal UKAS procedure – The Sampling of Air by Personal and Static Means, for Analysis to Determine the Airborne Asbestos Fibre Concentrations'. These methods are based on the standard HSE publications HSG248.

The important aspects of these methods are as follows:

19.2 Fibre Counting

- 19.2.1 To determine the airborne, fibre concentration, a measured volume of air is drawn through a membrane filter, which is subsequently mounted on a microscope slide and rendered transparent. Fibres on a measured area of filter are counted using Phase Contrast Microscopy (PCM) at x 500 magnification, and the concentration of fibres in

TERMS AND CONDITIONS

the air is calculated. This method determines the number of 'respirable fibres' present and not the number of actual 'asbestos fibres'.

- 19.2.2 All analysts are able to carry out fibre counting on site, provided a clean work area and surface, and a suitable power supply is available. If we are pre-notified a mobile facility can be provided.
- 19.2.3 All samples analysed for fibre concentration are kept for a period of six months prior to disposal.
- 19.2.4 If samples are requested to be analysed by Scanning Electron Microscopy (SEM) to determine the actual number of asbestos fibres present, these samples will be sub-contracted to a laboratory accredited by UKAS for this technique. This form of analysis must be requested in advance, before the sample is taken, and written permission will be required prior to the sample being subcontracted.

20. *Site Clearance Certifications (Clearance Air Monitoring)*

- 20.1 After the completion of any licensable asbestos work it is a requirement of the Control of Asbestos at Regulations 2006 for a Four Stage Clearance (4SC) to be carried out resulting in a certificate declaring the site safe for reoccupation (certificate of reoccupation). All areas relating to the work area are inspected for the presence of asbestos debris and then clearance indicator monitoring is carried out to confirm the enclosure is free from airborne asbestos fibre contamination before it is dismantled. This sampling will normally only take place if, following a thorough visual inspection, the enclosure is dry and free of all visible dust and debris. The Four Stage Clearance Certification consists of the following 4 stages:
- Stage one – preliminary check of the site condition and job completeness
 - Stage two – a thorough visual inspection inside the enclosure/work area
 - Stage three – clearance air monitoring
 - Stage four - final assessment post enclosure/work area dismantling
- 20.2 The Company are accredited by UKAS to carry out all four stages. A normal certificate of reoccupation cannot be issued until all four stages have been satisfactorily completed. If there is a foreseeable reason why "normal clearance will be difficult, e.g. a spring in a basement" this needs to be discussed beforehand. We will only issue a "fail certificate" if the situation cannot be rectified and our analyst has to leave site. We will maintain an audit trail of our actions taken in our analysts site log.
- 20.3 As part of stage one the following areas are inspected to ensure they are intact, operable and clean, with all Asbestos Containing Materials (ACM's) included in the scope of the work and non essential asbestos contaminated equipment removed:
- Work area
 - Surrounding area- which may be delineated in the method statements
 - Transit route
 - Waste route
 - Area around the waste disposal storage
- 20.4 Stage 2 consists of a thorough visual inspection in order to ensure that the enclosure is of the required standard of cleanliness prior to carrying out air monitoring. If the enclosure is found to be unsatisfactory we will point the problems out to the site supervisor whose responsibility it is to rectify the problems prior to us proceeding with the clearance testing. We will follow HSG 248 with regard to the time needed to undertake a visual.

TERMS AND CONDITIONS

- 20.5 Generally problems can be rectified whilst we wait on site. However, if the additional cleaning is expected to take longer than 1 hour, we may need to reschedule the clearance tests for a further visit. If we remain on site we will charge as per our schedule of rates.
- 20.6 The following is expected of all enclosures:
- To be free from all visible traces of dust/debris (not just asbestos dust/debris)
 - Any fibrous materials within the enclosure must either be sealed in polythene prior to the disturbance of any asbestos materials or completely removed
 - A supervisor to be available to accompany our analyst in the enclosure
 - Ladders or scaffolding which comply with the Work at Height Regulations must be available to ensure that the analyst can access all areas of an enclosure. If we are unable to access high level areas we are unable to provide a clearance certificate to state that is visually clean. Scaffold inspections records will need to be provided.
 - If powered access equipment, cherry pickers or scissor lifts are to be used, the Client must provide an operator with an IPAF or CPCS qualification for the appropriate plant, and the equipment must have been inspected within 6 months under the Lifting Operations and Lifting Equipment Regulations. Records must be available.
 - Any areas within an enclosure that have sealed off with polythene and are therefore inaccessible to the visual inspection will be noted on the report.
 - Any striped surfaces within an enclosure must NOT be sealed with any form of encapsulant (i.e. PVA, ET10, ET150, paint etc) prior to a visual inspection being carried out.
 - The negative pressure unit must be switched off and sealed (with its protective cover, or polythene) prior to clearance testing being carried out.
- 20.7 Stage 3, Clearance Air Monitoring, can only be carried out when an enclosure has passed the visual inspection as detailed above. As part of clearance testing dust-raising activities (brushing) will be carried out in order to raise dust from surface to simulate future normal activity in the area.
- 20.8 All clearance samples will be collected over a specific period, at a flow rate of appropriately obtain at least the minimum sample volume of 480 litres/air. All results will be reported as either <0.010 fibres/ml (the clearance indicator limit) satisfactory, or to the actual result if above this limit.
- 20.9 Following satisfactory completion of stages one to three, the enclosure or work area can be dismantled. The area will then visually inspected again to ensure that all debris has been removed. Where there is evidence of dust and debris being released during dismantling of the enclosure, and this cannot be easily removed by vacuum, the site must be re-enclosed and re-cleaned. The visual inspection will then be repeated and a disturbed air test carried out to make sure that the air borne asbestos fibre concentration is as low "so far as is reasonably practicable", and in any case below the clearance indicator. This will be recorded on the Certificate of Reoccupation and signed by the person carrying out the inspection.

21. Reassurance Air Testing

TERMS AND CONDITIONS

21.0 This will be carried out for the following reasons

- As a background test, prior to the disturbance of any asbestos materials.
- As a leak test, outside the enclosure during the removal of asbestos materials.
- Following a limited environmental clean when no asbestos has been removed or disturbed- NB Licensable work will require a four stage clearance.
- Following the removal of an enclosure to confirm that the residual asbestos fibre concentrations are <0.010 fibres/ml.
- Following damage to asbestos materials when the airborne fibre concentration needs to be determined.
- Following the removal or encapsulation of a small amount of asbestos material that did not require any form of enclosure.
- Following non licensed work.

21.1 A visual inspection will NOT be carried out as routine during reassurance test sampling unless specified request by yourself when booking the air test.

21.2 Dust raising activities will be carried out during reassurance sampling unless it is obvious that there will be problems with dust or fibre. If this is case the analyst will make a decision and note it on their site log.

21.3 All reassurance samples will be collected over a specified period, at a flow rate of appropriate to obtain at least the minimum sample volume of 480 litres/air, unless in a particularly dirty/ dusty area where this volume of air will result in the in the sample being uncountable. All results will be reported as either <0.010 fibres/ml (the clearance indicator limit), or to the actual result if above this limit.

21.4 All areas of testing will be carried out as detailed above in section 19.3, unless requested otherwise. If different arrangements / standards are required for specific sites / projects, please do not hesitate to contact us so this can be agreed in advance.

22. Asbestos Surveys

22.1 The Client is responsible for providing 240 v power.

22.2 The Client is responsible for providing full access to all areas.

22.3 Unless advised, the Company will not access ducts, voids or any similarly enclosed areas which require the use of specialist equipment or tools to enter.

The Company has been asked to carry out an asbestos survey. Unless the client provides details of existing services, ducts, risers and the like, we can not guarantee to find concealed spaces, which may exist within the fabric of the building.

22.4 The Company will accept no responsibility is accepted for the presence of asbestos in void (under floor, floor, wall or ceiling) other than those opened up during the investigation.

22.5 Samples will not be taken where the act of sampling would endanger the surveyor or affect the functional integrity of the item concerned. For example fuses within live electrical boxes, gaskets, fire doors, and rope associated with heating, glazing or power and lift plant etc.

22.6 The company will carry out a limited inspection only of any pipe work concealed by overlying non-asbestos insulation. Inspection of pipe work will be restricted primarily to the insulation visible. The presence of debris to pipe work, which is not readily visible or would require the removal and replacement of all overlying non-asbestos insulation, is considered to be outside the scope of this survey.

22.7 The surveyor will make a decision on site as to whether it is possible to enter loft spaces and the like safely. In many cases where the joists have been hidden under thermal insulation quilting it will only be possible to carry out a limited survey.

22.7 Where full access can not be provided for example because for example of stored items or thermal insulation, the Client must accept that the accuracy of the survey will be limited.

22.8 During the analysis of samples, materials will be referred to as Asbestos Insulating Board or Asbestos Cement based upon their asbestos content and visual appearance alone.

TERMS AND CONDITIONS

- 22.9 The Company will provide access equipment to safely reach 3 metres. Additional equipment will only be provided by prior agreement, and this forms part of our pre work enquiry process with the Client.
- 22.10 The Company will take all reasonable care in our works and cannot accept liability for consequential contamination.
- 22.11 The client is to provide 3 copies of a site layout drawing showing internal rooms, or an electronic version in AutoCAD format – the Company reserves the right to charge for the production of CAD drawings where no drawings are supplied.
- 22.12 The standard time allowed for production of the survey report is 28 days, from the end of the site work. However, if a report is required earlier than that an additional charge will be made.
- 22.13 It should be understood by the Client that no survey can guarantee that all asbestos-based materials, within a building, have been found or identified.
- 22.14 Unless advised, the Company has not allowed for the presence of a Decontamination Unit or any work in contaminated environments, confined spaces or the like.
- 22.15 Quantities of asbestos containing materials contained within a report are estimates, and should not be relied on as a bill of quantities. For any subsequent removal works we suggest that a detailed specification is produced.
- 22.16 Any reference to the type of contractor required for work is made in good faith and the Company cannot be held liable for any misinterpretations of the Control of Asbestos Regulations 2006.
- 22.17 Any reference to fixing type is for guidance and the Company will not be held responsible for subsequent loss.
- 22.18 All Bulk Analysis is carried out by a UKAS accredited Laboratory.

23. *Expert Witness*

- 23.0 These are in addition to our standard terms and conditions

23.1 Introduction:

23.1.1 The Appointor(s) has/have engaged the Expert to advise or report in accordance with these Terms and Conditions of Engagement

23.1.2 The Civil Procedure Rules 1998 (the CPR) including any protocol approved, shall prevail over any part of this document which is inconsistent with the CPR.

23.2 Definitions:

23.2.1 Appointor(s) - means the party or parties instructing the expert, which may be a solicitor, an insurance company, a Government department, a local authority, a corporate body, partnership or other firm or organisation and any individual who seeks advice or the provision of an expert report from the expert.

23.2.2 Instructions - means the written statement of services required by the appointor of the expert including sufficient details of the relevant issue to enable the expert to comply with the Civil Procedure Rules 1998 and any order of the Court.

23.2.3 Court - means any Court of Law, Tribunal or body concerned with the process of arbitration or dispute resolution.

23.2.4 Advisor - means any expert who is retained to give advice on an issue before it becomes a matter for litigation under the CPR.

TERMS AND CONDITIONS

23.2.5 Party's Expert - means an expert who is instructed to provide advice or a report by one or other of the parties to a dispute (claimant or defendant).

23.2.6 Single Joint Expert (SJE) - means an expert who is appointed under the CPR Part 35.7 to submit expert evidence on a particular issue on behalf of all litigating parties.

23.2.7 The Client(s) - means the parties, person(s) Government department, local authority, firm or company on whose behalf the appointor(s) has instructed the expert to advise or prepare a report for the court.

23.2.8 Advice - means the expert's opinion on an issue which lies within his field of competence or expertise to assist the instructing solicitor in deciding whether or not to initiate court proceedings on behalf of the client.

23.2.9 Report - means the written report prepared by the expert for the assistance of the Court in accordance with the CPR Part 35.10.

23.2.10 Fees & Disbursements - means the expert's professional charges for carrying out the appointor's instructions together with all reasonable expenses incurred in discharging these obligations such as relevant out of pocket expenses including car mileage, first class rail travel, business class air fares, reasonable refreshments and hotel accommodation where an overnight stay is necessary, together with the cost of photocopying, reproduction of diagrams and drawings and other similar expenses incurred in the production of the report, as set out in more detail in Clause 23.5.

23.3 The Appointor's obligations:

23.3.1 To provide clear written instructions and copies of all relevant documents.

23.3.2 Where an SJE is appointed, all appointors shall either issue joint instructions or agree to a single set of instructions. The SJE shall not start work until such instructions have been received. Any appointor may issue separate additional instructions to the SJE, in which instance he must send a copy to every other appointor.

23.3.3 To keep the expert informed of and ascertain his availability for all relevant court dates. Where there is more than one appointor, the appointor should agree as to who is to accept that obligation.

23.3.4 To deal promptly with the Expert's requests for information and/or further instructions.

23.3.5 To promptly inform the Expert of the making of any Court Order affecting the Expert and supply the Expert with a copy thereof.

23.4 The Expert's obligations:

23.4.1 The expert's over-riding duty is to the Court and he must act with objectivity and independence in carrying out his instructions.

23.4.2 Only to accept appointments where he has relevant qualifications and experience.

23.4.3 To advise the appointor(s) of any conflict of interest (actual or perceived).

23.4.4 To use skill and care when carrying out his instructions.

TERMS AND CONDITIONS

- 23.4.5 When instructed to report to the Court, to do so in compliance with the relevant requirements of the case management instructions and of the CPR (including Practice Directions and any approved protocols) and within any agreed time limit.
- 23.4.6 When ordered to meet with an expert for an opposing party, to conduct such meeting in accordance with the CPR as defined immediately above.
- 23.4.7 To deal with written questions from an opposing party on his report within any time limit set by the Court, such replies to form part of the expert's report.
- 23.4.8 To deal with all other matters promptly and where appropriate, within any time limits agreed by the appointor(s) or set by the court.
- 23.4.9 Unless otherwise agreed, to prepare an advice and/or report at a cost proportionate to the sums in issue. If in doubt, the expert should seek advice from his appointor(s) as to what is proportionate. Where the expert becomes aware that his costs are likely to exceed any estimate or quotation given at an earlier date, he must inform the appointor(s) immediately.
- 23.4.10 To make himself available for court hearings, conferences and other meetings.
- 23.4.11 To preserve confidentiality.
- 23.4.12 To remain objective and impartial.
- 23.4.13 When acting as an SJE, to conduct himself consistent with the principles of fairness and transparency.

23.5 Fees and Disbursements:

- 23.5.1 For the avoidance of doubt, no instructions can be accepted where payment is contingent on the outcome of the case. Where deferred terms have been agreed, that fact, together with a statement of interest or enhanced rates applicable to the appointment as specified in this letter
- 23.5.2 The basis of fees and estimated date for delivery of advice/report are specified in the proposal.
- 23.5.3 Wherever possible, the fee shall be agreed in advance, or an estimate provided to the appointor(s), in which case details will appear in the expert terms.
- 23.5.4 The charging basis for attendance at a hearing is as per the proposal.
- 23.5.5 The point(s) at which invoices will be presented, and any period of credit granted are as specified in this letter
- 23.5.6 Where the expert is appointed as an SJE unless otherwise provided for the appointers will be jointly and severally liable for the expert's fees.
- 23.5.7 The Expert's fees shall be paid in full regardless of the outcome of any assessment by the court.
- 23.5.8 Disbursements including travel and accommodation costs shall be charged at the cost incurred. They shall include, but not be limited to those listed at clause 23.2.10.
- 23.5.9 Where travel time is chargeable, that fact and the hourly rate is as specified in the proposal.
- 23.5.10 Cancellation fees will be charged. The fee is 50% with 7 days notice and 100% with less than 48 hours notice. This includes all time that has been pre- booked for court attendance.
- 23.5.11 Where questions are posed to an expert under CPR Part 35.6(1)(a) by a party other than his appointor the party posing the questions will bear the cost of the time and any disbursements incurred in replying.

TERMS AND CONDITIONS

23.5.12 Where a fee note has been rendered, payment must be received in full before any additional instructions will be accepted.

23.5.13 The Appointor (instructing party) is responsible for the payment of all fees and disbursements

23.6 Miscellaneous:

23.6.1 The expert shall retain all intellectual property rights over his advice and/or report.

23.6.2 The expert should be identified by name.

23.6.3 These terms are not intended to cover the appointment of the expert as assessor to the court under CPR Part 35.15.