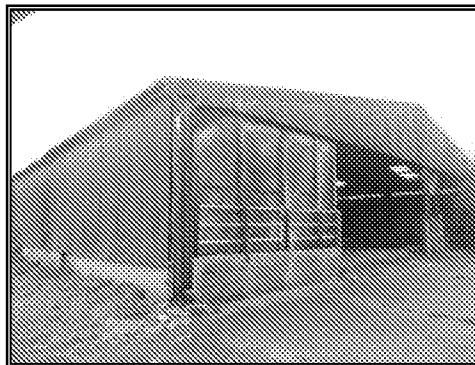
[illegible]

t f e

On behalf of:

Dandara Limited
Wade Park Farm
Salisbury Road
Ower
Hampshire
SO51 6AG

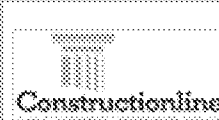
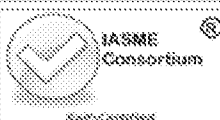


~~Version: 000000~~

Please consider the environment and think before you print.



COMPANY REG NO. 6257205

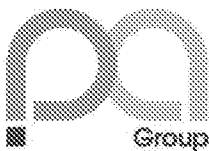


CONTENTS

SECTION	TITLE	PAGE
1.	MASTER CONTROL PAGE	3
2.	EXECUTIVE SUMMARY	5
3.	NOTES ON APPENDICES	7

APPENDICES

A.	REGISTERS -- ASBESTOS / NON-ASBESTOS/ NO ACCESS
B.	PHOTOGRAPHS - ASBESTOS / NON-ASBESTOS/ NO ACCESS
C.	ANNOTATED FLOOR PLANS (IF APPLICABLE)
D.	BULK SAMPLE REPORTS
E.	PROJECT OUTLINE SURVEY METHODOLOGY SAMPLING RATIONALE FOR ASBESTOS SURVEYS SAMPLING METHODOLOGY SAMPLING DENSITY SAMPLE ANALYSIS REPORTING DESCRIPTION OF SURVEY TYPES MATERIAL RISK ASSESSMENT LIMITATIONS & EXCLUSIONS STANDARD TERMS OF ENGAGEMENT





1. MASTER CONTROL PAGE (ASBESTOS SURVEY)

This Control Page is to update all management related changes and revisions to the original survey document and the duty holders responsible. Please ensure this page is completed as required to demonstrate safe ongoing asbestos management.

Client & Address	Dandara Limited, Wade Park Farm, Salisbury Road, Ower, Hampshire, SO51 6AG
Client Contact Details:	Christian O'Brien - [REDACTED]
Surveying Company Details:	PA Group UK Limited, The Granary, Pinden Farm, Dartford, Kent, DA2 8EA - [REDACTED]
Original Survey Type & Date:	Asbestos Demolition Survey - Tuesday 7 th May 2019 & Wednesday 8 th May 2019
Re-Issue Number & Reason for Re-Issue (Where Applicable):	N/A

DUTY HOLDER - Please ensure when a Duty Holder changes complete this section

Duty Holder Name	Date (Duty Began)	Signature	Date (Duty Finish)	Signature	Asbestos Awareness Certificate

RE-INSPECTION - Please complete this section at every asbestos re-inspection

Re-Inspection (Revision Number)	Date	Company	Name	Sign

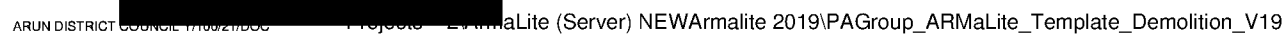




2. EXECUTIVE SUMMARY

1	Site Location	Stakers Farm, North End Road, Yapton, Arundel, BN18 0DU, United Kingdom
2	Survey Type/ Scope	Asbestos Demolition Survey to Agricultural Shed, Feeding Shed and Collapsed Shed and a walk-over the land to inspect for any potential asbestos containing materials in debris form. (See Appendix E for Survey Definitions).
3	Date of Survey	Tuesday 7 th May 2019 & Wednesday 8 th May 2019
4	Surveyor(s)	Phil Jenkins
5	Asbestos Present	Yes
6	Action Required	Yes
7	General Site Description	The site consisted of single-storey Agricultural, Feeding and Collapsed Sheds constructed of cement roof/ceiling sheets, block, timber and cement sheet walls, rubble and dirt floors, steel and timber frameworks, plastic sheet skylights, cement gutters and downpipes, timber-built Store with foam lagged ceilings and walls.
8	Summary of Asbestos	Asbestos has been identified during the course of this inspection in the forms of cement sheets to the ceiling/roof of the Agricultural Shed, cement pipe debris loose on the floor by the South-East corner of the Agricultural Shed externally, cement debris loose on the floor in front of the Agricultural Shed externally, cement sheets to the rear wall and ceiling/roof of the Feeding Shed, and cement sheet debris loose on the floor by the collapsed shed. Please observe the Asbestos Register for further information.
9	Areas of No Access	Not all areas have been accessed. Every effort was made to access all areas of the site. Any areas of No Access are detailed 'Appendix A & B – No Access Register / Photographic Register'. Please ensure these areas are inspected prior to ANY disturbance.
10	General Recommendations	Safely remove all items prior to proposed Demolition Works commencing. Any asbestos items stated on the Survey Registers (Appendix A & B) should be removed if to be disturbed prior to any intrusive works. A specification / Contractor's method statement for the removal of asbestos materials should be developed prior to any asbestos removal works.
11	Specific Exclusions	Survey to scope specified areas only. All other areas considered out of scope of this survey.
12	This sheet is intended to provide a summary only of the asbestos survey, findings and actions. It should not be used for costing and all sections of the report read (See Appendices).	





3. NOTES ON APPENDICES

The appendices generally include the following elements (where applicable):

Appendix A - Registers

Register of Asbestos Materials

The register details the location, approximate extent, risk assessment and required remedial action for each asbestos containing material identified at the time of survey. Each individual item on the register includes a unique 'finding reference'. Not all materials detailed on the register have been sampled and have been referenced and also referred to as 'Presumed or Strongly Presumed' if sampling not possible. Inaccessible materials for the purposes of sampling could also have been included within the 'Register of No Access' and may include annotations of suspected ACMs.

Register of No Access

Where areas are identified as not having been accessed, they have been identified and included within this register including a reason for the no access. These areas should be inspected for ACMs *prior to any work being undertaken* in these areas. Areas of no access can include annotations stating suspected ACM's are present but as they cannot be accessed cannot be sampled.

Register of Non-Asbestos Materials

The 'Register of Non-Asbestos Materials' contains only those materials sampled, analysed and subsequently found not to contain asbestos. It should not be taken as a comprehensive list of Non-asbestos materials within the Building.

Appendix B - Photographic Record

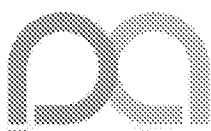
Contains representative images of materials listed in the 'Register of Asbestos Materials', 'Register of No Access' and Non-Asbestos Register including finding reference, location, description and recommendation.

Appendix C - Annotated Plans

The floor plans detail the approximate location of ACMs and the finding references. Annotations can be more detailed including description, recommendation and extent on request. The floor plans (where provided) are diagrammatic and should not be relied on for determining precise extents or scale.

Appendix D - Determination of Asbestos Content Report

Details only items sampled and the type of asbestos within said sample. This does *not detail all asbestos materials present* - see 'Asbestos Register of Asbestos Materials'.



1.	REGISTER OF ASBESTOS	2 PAGES
2.	REGISTER OF NON-ASBESTOS	1 PAGE
3.	REGISTER OF NO ACCESS	1 PAGE



1. Register of Asbestos - Stakers Farm, North End Road, Yapton, Arundel, BN18 0DU, United Kingdom

Item	Extent	Material Details	Recommendations	References
Internal Roof Agricultural Shed. Ceiling/Roof Sheets Cement Sheets	400m2	Chrysotile (white asbestos); Cement products Asbestos composites (Artex, floor tiles, cement etc.); Enclosed sprays, lagging & AIB, asbestos cement; Good condition: no visible damage; Exposed overall, but above head height;	Recommendation: Remove Specific Comment: Remove item prior to Demolition Works commencing	Finding: 07052019PGJA002 Sample: A/002/07052019/PGJ Algorithm Score: 3 Potential for Fibre Release: Very low risk
External Ground Floor Agricultural Shed. Loose on Floor by South-East Corner Cement Pipe Debris	1 Qty	Chrysotile (white asbestos); Cement products Asbestos composites (Artex, floor tiles, cement etc.); Enclosed sprays, lagging & AIB, asbestos cement; High Damage or Delamination of Materials: visible Debris; Easily accessed, below head height;	Recommendation: Remove Specific Comment: Remove item prior to Demolition Works commencing	Finding: 07052019PGJA006 Sample: A/006/07052019/PGJ Algorithm Score: 6 Potential for Fibre Release: Low risk
External Ground Floor Collapsed Shed. Loose on Floor Cement Sheet Debris	50m2	Chrysotile (white asbestos); Cement products Asbestos composites (Artex, floor tiles, cement etc.); Enclosed sprays, lagging & AIB, asbestos cement; High Damage or Delamination of Materials: visible Debris; Easily accessed, below head height;	Recommendation: Remove Specific Comment: Remove item prior to Demolition Works commencing	Finding: 07052019PGJA010 Sample: A/010/07052019/PGJ Algorithm Score: 6 Potential for Fibre Release: Low risk
Internal Ground Floor Feeding Shed. Ceiling/Roof Sheets Cement Sheets	20m2	Chrysotile (white asbestos); Cement products Asbestos composites (Artex, floor tiles, cement etc.); Enclosed sprays, lagging & AIB, asbestos cement; Good condition: no visible damage; Exposed overall, but above head height;	Recommendation: Remove Specific Comment: Remove item prior to Demolition Works commencing	Finding: 07052019PGJA009 Sample: A/009/07052019/PGJ Algorithm Score: 3 Potential for Fibre Release: Very low risk
Internal Ground Floor Feeding Shed. Sheet to Rear Wall Cement Sheet	2m2	Chrysotile (white asbestos); Cement products Asbestos composites (Artex, floor tiles, cement etc.); Enclosed sprays, lagging & AIB, asbestos cement; Good condition: no visible damage; Easily accessed, below head height;	Recommendation: Remove Specific Comment: Remove item prior to Demolition Works commencing	Finding: 07052019PGJA008 Sample: A/008/07052019/PGJ Algorithm Score: 3 Potential for Fibre Release: Very low risk

Item	Extent	Material Details	Recommendations	References
External Ground Floor In Front of Agricultural Shed. Loose on Floor by Out of Scope Unit Cement Debris	5m2	Chrysotile (white asbestos); Cement products Asbestos composites (Artex, floor tiles, cement etc.); Enclosed sprays, lagging & AIB, asbestos cement; High Damage or Delamination of Materials: visible Debris; Easily accessed, below head height;	Recommendation: Remove Specific Comment: Remove item prior to Demolition Works commencing	Finding: 07052019PGJA007 Sample: A/007/07052019/PGJ Algorithm Score: 6 Potential for Fibre Release: Low risk

2. Register of No Access Gained - Stakers Farm, North End Road, Yapton, Arundel, BN18 0DU, United Kingdom

Location	Reason	Reference
Internal, Ground Floor, Throughout Site. Below Ground Core - No Access Below Ground Core	No access below ground core without specialist digging equipment. Please take caution as further inspection may be required	Finding: 07052019PGJA011

4. Register of Non-Asbestos - Stakers Farm, North End Road, Yapton, Arundel, BN18 0DU, United Kingdom

Item	Extent	Material Details	Recommendations	References
External Ground Floor Agricultural Shed. Front & Rear Roof Edgings Cement Sheets	40 L/m	No Asbestos Detected; Cement products Non-asbestos material; Exposed overall, but above head height;	Recommendation: No asbestos detected Specific Comment: No action required	Finding: 07052019PGJA003 Sample: A/003/07052019/PGJ Algorithm Score: 0 Potential for Fibre Release: N/A
External Ground Floor Agricultural Shed. Gutters & Downpipes Cement Pipes	60 L/m	No Asbestos Detected; Cement products Non-asbestos material; Easily accessed, below head height;	Recommendation: No asbestos detected Specific Comment: No action required	Finding: 07052019PGJA004 Sample: A/004/07052019/PGJ Algorithm Score: 0 Potential for Fibre Release: N/A
External Ground Floor Agricultural Shed. To Pipe on External South-West Elevation Rope Capping	2 Qty	No Asbestos Detected; Rope or Cloth Non-asbestos material; Easily accessed, below head height;	Recommendation: No asbestos detected Specific Comment: No action required	Finding: 07052019PGJA005 Sample: A/005/07052019/PGJ Algorithm Score: 0 Potential for Fibre Release: N/A
Internal Ground Floor Agricultural Shed. Wall Sheets to Left & Rear Elevations Cement Sheets	15 m2	No Asbestos Detected; Cement products Non-asbestos material; Easily accessed, below head height;	Recommendation: No asbestos detected Specific Comment: No action required	Finding: 07052019PGJA001 Sample: A/001/07052019/PGJ Algorithm Score: 0 Potential for Fibre Release: N/A

APPENDIX B
PHOTOGRAPHIC RECORD

1.	PHOTOGRAPHIC ASBESTOS REGISTER	3 PAGES
2.	PHOTOGRAPHIC NON-ASBESTOS REGISTER	2 PAGES
3.	PHOTOGRAPHIC NO ACCESS REGISTER	1 PAGE

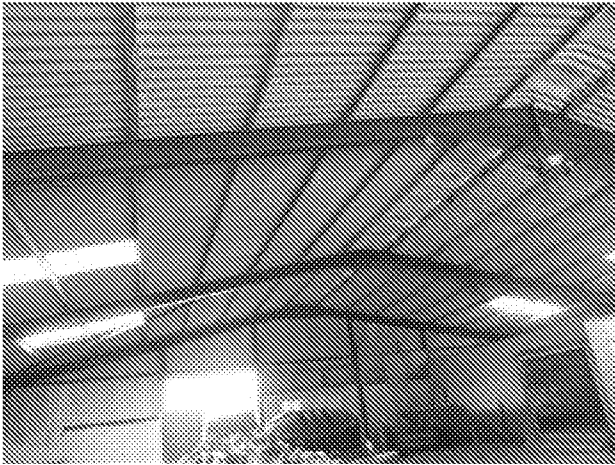
Photographic Asbestos Register

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA002



Floor:	Roof	Internal
Area:	Agricultural Shed	
Location:	Ceiling/Roof Sheets	
Description:	Cement Sheets	
Extent:	400	m2
Accessibility:	3. Exposed overall, but above head height	

Recommendation

Remove

Surveyors Comment:

Remove item prior to Demolition Works commencing

Material Assessment

PT: 1. Asbestos composites (Artex, floor tiles, cement etc.)

MC: 0. Good condition: no visible damage

ST: 1. Enclosed sprays, lagging & AIB, asbestos cement

Algorithm Score: 3

Potential for Fibre Release: Very low risk

Sample Details

Sampled and Analysed

Sample Reference: A/002/07052019/PGJ

Type of Asbestos (TY): 1. Chrysotile (white asbestos)

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA006



Floor:	Ground Floor	External
Area:	Agricultural Shed	
Location:	Loose on Floor by South-East Corner	
Description:	Cement Pipe Debris	
Extent:	1	Qty
Accessibility:	4. Easily accessed, below head height	

Recommendation

Remove

Surveyors Comment:

Remove item prior to Demolition Works commencing

Material Assessment

PT: 1. Asbestos composites (Artex, floor tiles, cement etc.)

MC: 3. High Damage or Delamination of Materials: visible Deb

ST: 1. Enclosed sprays, lagging & AIB, asbestos cement

Algorithm Score: 6

Potential for Fibre Release: Low risk

Sample Details

Sampled and Analysed

Sample Reference: A/006/07052019/PGJ

Type of Asbestos (TY): 1. Chrysotile (white asbestos)

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

Photographic Asbestos Register

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA007



Floor:	Ground Floor	External
Area:	In Front of Agricultural Shed	
Location:	Loose on Floor by All of Scope Unit	
Description:	Cement Debris	
Extent:	5	m2
Accessibility:	4. Easily accessed, below head height	

Recommendation

Remove

Surveyors Comment:

Remove item prior to Demolition Works commencing

Material Assessment

PT: 1. Asbestos composites (Artex, floor tiles, cement etc.)
MC: 3. High Damage or Delamination of Materials: visible Deb
ST: 1. Enclosed sprays, lagging & AIB, asbestos cement

Algorithm Score: 6

Potential for Fibre Release: Low risk

Sample Details

Sampled and Analysed

Sample Reference: A/007/07052019/PGJ

Type of Asbestos (TY): 1. Chrysotile (white asbestos)

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA008



Floor:	Ground Floor	Internal
Area:	Feeding Shed	
Location:	Sheet to Rear Wall	
Description:	Cement Sheet	
Extent:	2	m2
Accessibility:	4. Easily accessed, below head height	

Recommendation

Remove

Surveyors Comment:

Remove item prior to Demolition Works commencing

Material Assessment

PT: 1. Asbestos composites (Artex, floor tiles, cement etc.)
MC: 0. Good condition: no visible damage
ST: 1. Enclosed sprays, lagging & AIB, asbestos cement

Algorithm Score: 3

Potential for Fibre Release: Very low risk

Sample Details

Sampled and Analysed

Sample Reference: A/008/07052019/PGJ

Type of Asbestos (TY): 1. Chrysotile (white asbestos)

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

Photographic Asbestos Register

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA009



Floor:	Ground Floor	Internal
Area:	Feeding Shed	
Location:	Ceiling/Roof Sheets	
Description:	Cement Sheets	
Extent:	20	m2
Accessibility:	3. Exposed overall, but above head height	

Recommendation

Remove

Surveyors Comment:

Remove item prior to Demolition Works commencing

Material Assessment

PT: 1. Asbestos composites (Artex, floor tiles, cement etc.)

MC: 0. Good condition: no visible damage

ST: 1. Enclosed sprays, lagging & AIB, asbestos cement

Algorithm Score: 3

Potential for Fibre Release: Very low risk

Sample Details

Sampled and Analysed

Sample Reference: A/009/07052019/PGJ

Type of Asbestos (TY): 1. Chrysotile (white asbestos)

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA010



Floor:	Ground Floor	External
Area:	Collapsed Shed	
Location:	Loose on Floor	
Description:	Cement Sheet Debris	
Extent:	50	m2
Accessibility:	4. Easily accessed, below head height	

Recommendation

Remove

Surveyors Comment:

Remove item prior to Demolition Works commencing

Material Assessment

PT: 1. Asbestos composites (Artex, floor tiles, cement etc.)

MC: 3. High Damage or Delamination of Materials: visible Deb

ST: 1. Enclosed sprays, lagging & AIB, asbestos cement

Algorithm Score: 6

Potential for Fibre Release: Low risk

Sample Details

Sampled and Analysed

Sample Reference: A/010/07052019/PGJ

Type of Asbestos (TY): 1. Chrysotile (white asbestos)

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

Photographic Non-Asbestos Register

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA001



Floor: Ground Floor Internal
Area: Agricultural Shed
Location: Wall Sheets to Left & Rear Elevations
Description: Cement Sheets
Extent: 150 m2
Accessibility: 4. Easily accessed, below head height

Recommendation

No asbestos detected

Surveyors Comment:

No action required

Material Assessment

PT: Non-asbestos material

MC: N/A

ST: N/A

Algorithm Score: 0

Potential for Fibre Release: N/A

Sample Details

Sampled and Analysed

Sample Reference: A/001/07052019/PGJ

Type of Asbestos (TY): 0. No Asbestos Detected

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA003



Floor: Ground Floor External
Area: Agricultural Shed
Location: Front & Rear Roof Edgings
Description: Cement Sheets
Extent: 40 L/m
Accessibility: 3. Exposed overall, but above head height

Recommendation

No asbestos detected

Surveyors Comment:

No action required

Material Assessment

PT: Non-asbestos material

MC: N/A

ST: N/A

Algorithm Score: 0

Potential for Fibre Release: N/A

Sample Details

Sampled and Analysed

Sample Reference: A/003/07052019/PGJ

Type of Asbestos (TY): 0. No Asbestos Detected

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

Photographic Non-Asbestos Register

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA004



Floor:	Ground Floor	External
Area:	Agricultural Shed	
Location:	Gutters & Downpipes	
Description:	Cement Pipes	
Extent:	60	L/m
Accessibility:	4. Easily accessed, below head height	

Recommendation

No asbestos detected

Surveyors Comment:

No action required

Material Assessment

PT: Non-asbestos material

MC: N/A

ST: N/A

Algorithm Score: 0

Potential for Fibre Release: N/A

Sample Details

Sampled and Analysed

Sample Reference: A/004/07052019/PGJ

Type of Asbestos (TY): 0. No Asbestos Detected

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 2. Cement products

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA005



Floor:	Ground Floor	External
Area:	Agricultural Shed	
Location:	To Pipe on External South-West Elevation	
Description:	Rope Capping	
Extent:	2	Qty
Accessibility:	4. Easily accessed, below head height	

Recommendation

No asbestos detected

Surveyors Comment:

No action required

Material Assessment

PT: Non-asbestos material

MC: N/A

ST: N/A

Algorithm Score: 0

Potential for Fibre Release: N/A

Sample Details

Sampled and Analysed

Sample Reference: A/005/07052019/PGJ

Type of Asbestos (TY): 0. No Asbestos Detected

Additional Asbestos 1:

Additional Asbestos 2:

Specific Product: 3.02 Rope or Cloth

Photographic No Access Register

3. Demolition Survey: Stakers Farm North End Road Yapton Arundel BN18 0DU

Building: Stakers Farm

Survey Date: 07 May 2019

Finding Code: 07052019PGJA011



Floor:	Ground Floor	Internal
Area:	Throughout Site	
Location:	Below Ground Core	
Description:	No Access Below Ground Core	
Extent:		
Accessibility:		

Recommendation

Surveyors Comment:

No access below ground core without specialist digging equipment. Please take caution as further inspection may be required

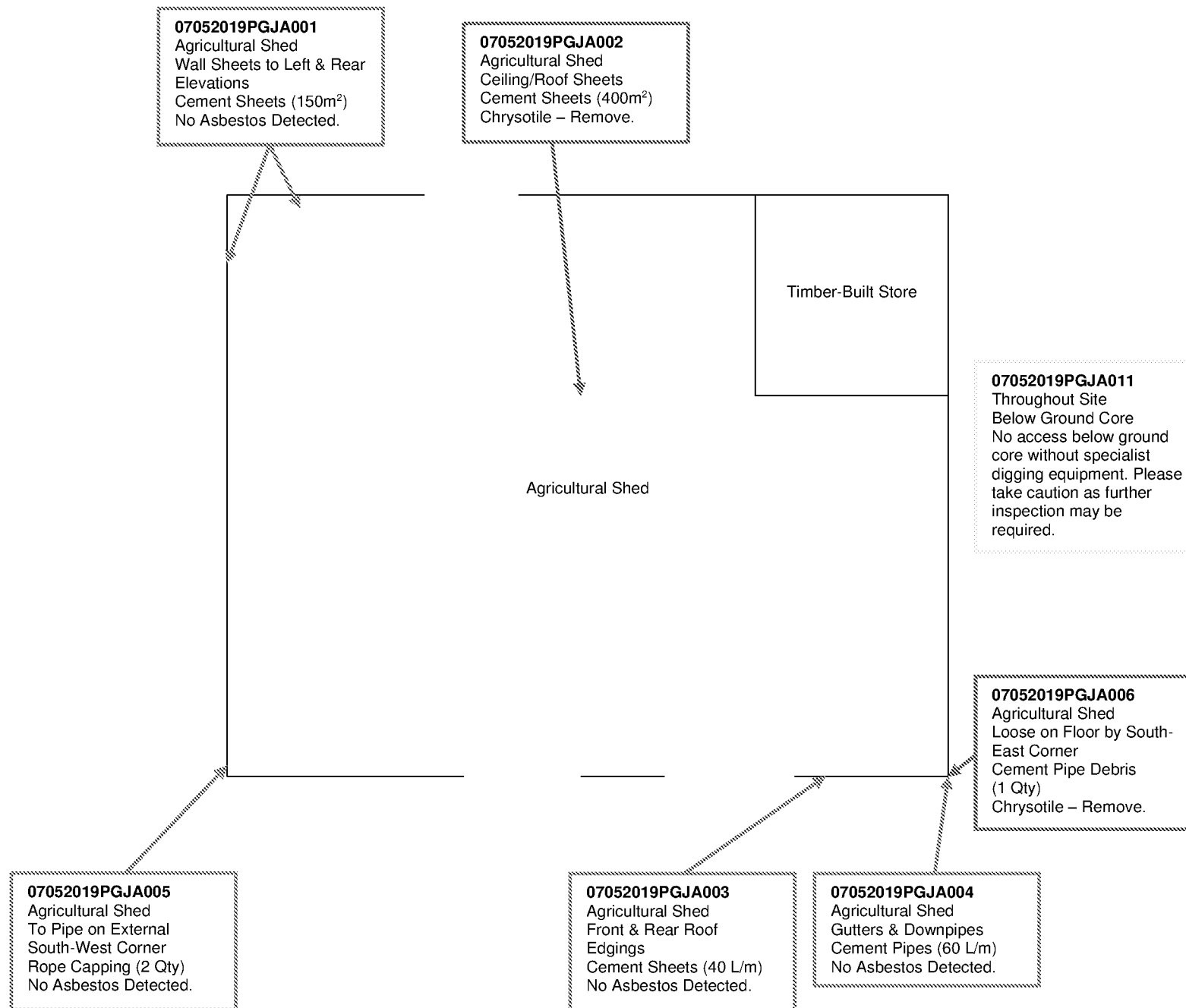
Access and Inspect prior to any disturbance within this area

APPENDIX C ANNOTATED FLOOR PLANS

- | | | |
|----|-----------------------|---------|
| 1. | ANNOTATED FLOOR PLANS | 2 PAGES |
|----|-----------------------|---------|



WWW.PAGROUPUK.COM
E: RECEPTION@PAGROUPUK.COM
0845 474 0172



Key:

- Asbestos
- Non-Asbestos
- No Access
- Survey Scope Area
- Out of Scope

Client:

Dandara Limited
Wade Park Farm
Salisbury Road
Ower, Hampshire
SO51 6AG

Project:

Stakers Farm
North End Road
Yapton, Arundel BN18 0DU

Project No:

2019-00565

Drawing Title:

Agricultural Shed

Version Number:

V1

Purpose of Issue:

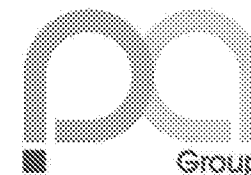
Asbestos Demolition Survey

Date:

7th May 2019

Scale:

Not to scale



WWW.PAGROUPUK.COM
E: RECEPTION@PAGROUPUK.COM
0845 474 0172

Key:

-  **Asbestos**
-  **Non-Asbestos**
-  **No Access**
-  **Survey Scope Area**
-  **Out of Scope**

Client:

Dandara Limited
Wade Park Farm
Salisbury Road
Ower, Hampshire
SO51 6AG

Project:

Stakers Farm
North End Road
Yapton, Arundel BN18 0DU

Project No:

2019-00565

Drawing Title:

Site Plan

Version Number:

V1

Purpose of Issue:

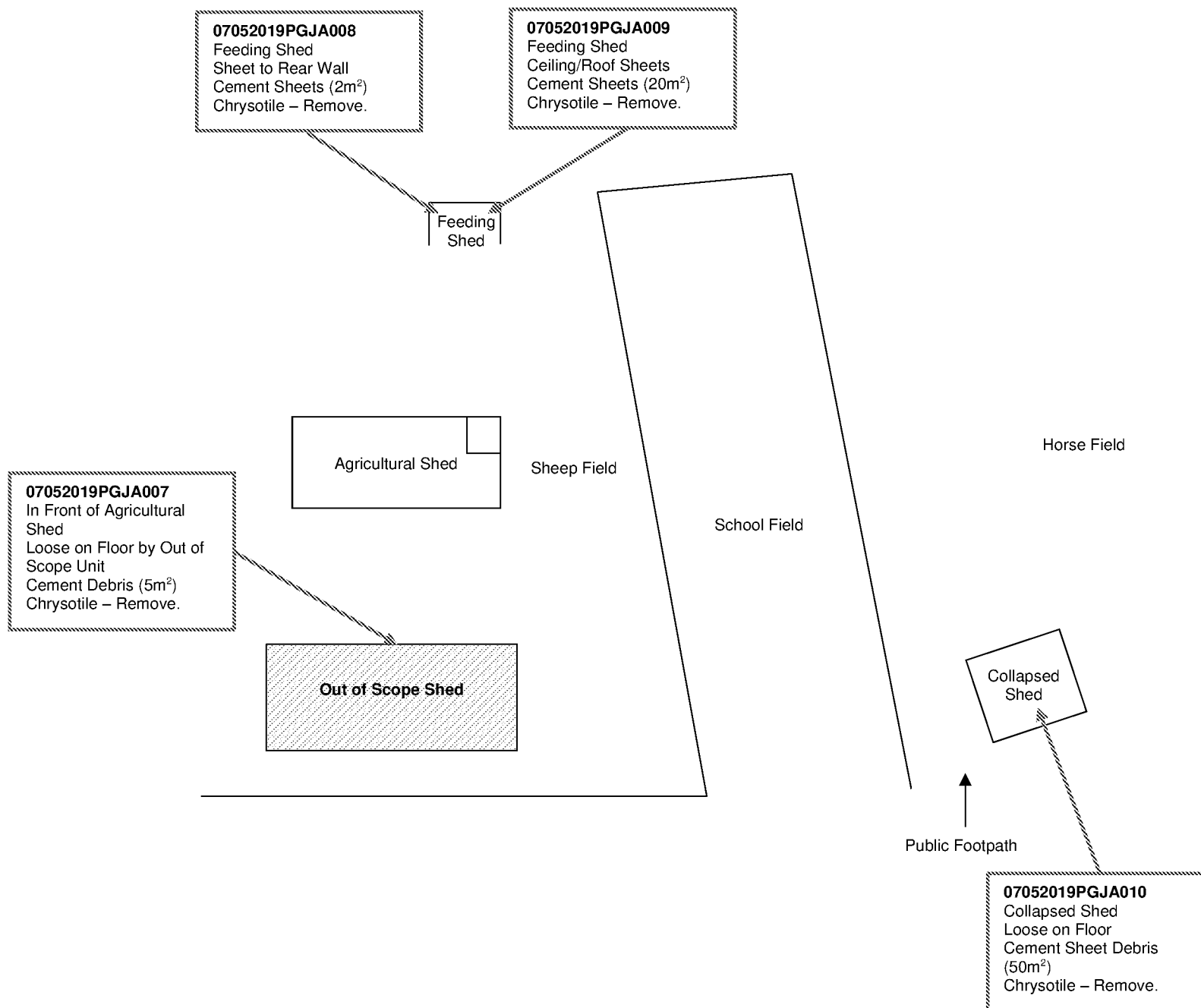
Asbestos Demolition Survey

Date:

7th May 2019

Scale:

Not to scale



APPENDIX D

BULK SAMPLE REPORTS

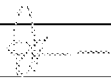
- | | | |
|----|--------------------------|---------|
| 1. | BULK SAMPLE CERTIFICATES | 2 PAGES |
|----|--------------------------|---------|

Determination of Asbestos Report

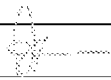
Client: Dandara Limited	This laboratory is UKAS accredited for identification of asbestos in materials. The following results have been obtained from samples taken by an authorised representative of PA Group in accordance with documented in-house procedures for sampling.	 4265
Address: Wade Park Farm Salisbury Road Ower Hampshire SO51 6AG		
Site: Stakers Farm, North End Road, Yapton, Arundel, BN18 0DU		Report Number: 11052019PMOB
Building: Stakers Farm, North End Road, Yapton, Arundel, BN18 0DU		

The following results have been obtained for samples examined by optical microscopy using polarising and dispersion staining techniques in accordance with the documented in-house manual based on HSG248 Asbestos: The analysts guide for sampling, analysis and clearance procedures", ISBN 0 7176 2875 2 (2005). Opinions and interpretations expressed herein are outside the scope of UKAS accreditation. Reference to the type of material is based solely upon physical appearance and asbestos content and is outside the scope of UKAS accreditation.

Location / Description: Internal, Ground Floor, Agricultural Shed, Wall Sheets to Left & Rear Elevations, Cement Sheets	Type of Asbestos: No Asbestos Detected
Sample Reference: A/001/07052019/PGJ	Type of material (if asbestos) Cement products
Location / Description: Internal, Roof, Agricultural Shed, Ceiling/Roof Sheets, Cement Sheets	Type of Asbestos: Chrysotile (white asbestos)
Sample Reference: A/002/07052019/PGJ	Type of material (if asbestos) Cement products
Location / Description: External, Ground Floor, Agricultural Shed, Front & Rear Roof Edgings, Cement Sheets	Type of Asbestos: No Asbestos Detected
Sample Reference: A/003/07052019/PGJ	Type of material (if asbestos) Cement products
Location / Description: External, Ground Floor, Agricultural Shed, Gutters & Downpipes, Cement Pipes	Type of Asbestos: No Asbestos Detected
Sample Reference: A/004/07052019/PGJ	Type of material (if asbestos) Cement products

Project No.: 2019-00565		Analysed by: Phil Ogden		Date of analysis: 11/05/2019	
Date of Issue:		Date Samples Taken: 07/05/2019 Taken by: Phil Jenkins on behalf of PA Group Ltd.			
Authorised Signatory	Signature 	Name Phil Ogden	Function QM	Page 1 of 2	
Chrysotile: White Asbestos Amosite: Brown Asbestos Crocidolite: Blue Asbestos Functions: HL=Head of Laboratory, TM=Technical Manager, QM=Quality Manager, DTM=Deputy Technical Manager, TO=Technical Officer					

Location / Description: External, Ground Floor, Agricultural Shed, To Pipe on External South-West Elevation, Rope Capping		Type of Asbestos: No Asbestos Detected
Sample Reference: A/005/07052019/PGJ		Type of material (if asbestos) Rope or Cloth
Location / Description: External, Ground Floor, Agricultural Shed, Loose on Floor by South-East Corner, Cement Pipe Debris		Type of Asbestos: Chrysotile (white asbestos)
Sample Reference: A/006/07052019/PGJ		Type of material (if asbestos) Cement products
Location / Description: External, Ground Floor, In Front of Agricultural Shed, Loose on Floor by Out of Scope Unit, Cement Debris		Type of Asbestos: Chrysotile (white asbestos)
Sample Reference: A/007/07052019/PGJ		Type of material (if asbestos) Cement products
Location / Description: Internal, Ground Floor, Feeding Shed, Sheet to Rear Wall, Cement Sheet		Type of Asbestos: Chrysotile (white asbestos)
Sample Reference: A/008/07052019/PGJ		Type of material (if asbestos) Cement products
Location / Description: Internal, Ground Floor, Feeding Shed, Ceiling/Roof Sheets, Cement Sheets		Type of Asbestos: Chrysotile (white asbestos)
Sample Reference: A/009/07052019/PGJ		Type of material (if asbestos) Cement products
Location / Description: External, Ground Floor, Collapsed Shed, Loose on Floor, Cement Sheet Debris		Type of Asbestos: Chrysotile (white asbestos)
Sample Reference: A/010/07052019/PGJ		Type of material (if asbestos) Cement products

Project No.: 2019-00565		Analysed by: Phil Ogden		Date of analysis: 11/05/2019	
Date of Issue:		Date Samples Taken: 07/05/2019 Taken by: Phil Jenkins on behalf of PA Group Ltd.			
Authorised Signatory	Signature 	Name	Phil Ogden		Function QM
Chrysotile: White Asbestos Amosite: Brown Asbestos Crocidolite: Blue Asbestos Functions: HL=Head of Laboratory, TM=Technical Manager, QM=Quality Manager, DTM=Deputy Technical Manager, TO=Technical Officer					

APPENDIX E

1.0	PROJECT OUTLINE
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1.0 PROJECT OUTLINE

- a. To provide a Demolition inspection for asbestos containing materials that require identification and documenting to safely and effectively manage in situ or remove prior to disturbance. The purpose of the survey is to establish the presence, location and extent of any asbestos containing materials within the property and to provide recommendations in relation to minimising the risk of exposure up to and during any required safe removal of asbestos materials detected.
- b. Prior to attending site, a review of the floor plans and any historic information provided by the client will be carried out. Historic information in relation to site hazards and previous asbestos surveys will be reviewed, noted and included in any work instruction.
- c. Should it be the case that the building or parts thereof are due to be refurbished in the near future, we will conduct our survey and provide our recommendations with this in mind. Generally, for refurbishment and demolition surveys, significant damage to the present building fabric will be made in order to undertake our survey intrusively. Any areas where damage is not possible (at the request of the ultimate Client), may lead to limitations within the survey scope and these will be clearly defined within our survey report.
- d. We will, as far as reasonably practicable in accordance with this method statement, our standard in-house procedures and our standard terms of engagement identify asbestos containing materials within accessible elements of the property and provide a report detailing their location, estimated extent and our recommendations in relation to minimising asbestos exposure to building occupants, maintenance personnel and members of the public up to and where possible during their safe removal.
- e. Should the building continue to be maintained with no disturbance works planned then the all/any asbestos materials can be managed and maintained in situ assuming they are in sound condition and pose no risk of exposure to building occupants.

2.0 SURVEY METHODOLOGY**2.1 Conditions of Survey**

- 2.1.1 Please note all asbestos surveys will be undertaken in strict accordance with PA Group's standard Survey Procedures Manual and all sections therein. The Survey Procedures Manual is a thorough and detailed document explaining in detail how we as a UKAS accredited inspection body approach and undertake any asbestos commissioned. An uncontrolled copy of this document can be made available upon request should the need arise.
- 2.1.2 Prior to commencing the survey, a request was made on PA Group's standard 'Service Pro-Forma' document as part of our proposal for all information available relating to the building. For example, build date, refurbishment dates, floor plans and elevation drawings, engineering drawings, heating drawings, asbestos records and historical information among other information requests (see project pro-forma). Where provided, this information will be reviewed prior to the survey commencing and included in the survey instruction.

2.2 Risk Assessment

- 2.2.1 On attending site, the surveyor will sign in (if applicable) and where possible or planned conduct a pre-survey meeting and walk through with the client or client's representative. Where this is not possible information will be requested over the phone prior to attending site. The surveyor will then walk through all relevant parts of the site to be included in the inspection prior to conducting an area by area investigation to establish the main features and to carry out a thorough site risk assessment before signing and dating the risk assessment if it deemed safe to continue by the surveyor.
- 2.2.2 Should the surveyor have reservations regarding the survey scope, nature or possibility of safely conducting the survey these are to be documented in full on the risk assessment within the survey workbook and extended onto the notes pages if required?
- 2.2.3 All surveyors have been specifically trained either in-house or externally in relation to completion of Risk Assessments and their production in relation to Asbestos Surveys and issues. Please refer to our Risk Assessment procedure (H&S Policy – Procedure Note 25)

- 2.2.4 On completion of a satisfactory RA (including amended RA) then the 'Pre-Survey Review' can be initiated and completed ensuring any relevant comments on deviations of changes to scope are documented.

2.3 Survey Commencement

- 2.3.1 Should any discrepancies be apparent amend the plans. If no plans are available, then compare the premises with any description provided and generate plans on-site. In addition, a note will be made of any areas likely to require keys for access and brought to the attention of the client or representative. Use of a plan to record on site details is normal and should only be omitted if both a) the client does not require plans; b) the locations of items and features mentioned in the report can be made very clear and precise without a plan.
- 2.3.2 Start by gaining familiarity with the premises and cross-reference the layout to the plans provided. During this initial familiarisation the surveyors will take into account the type, construction and age of the premises to be surveyed and current or former equipment and types of processes carried out in them. These variables are likely to influence the presence and location of ACMs. However, surveyors should be cautious of basing judgements on generalisations attached to age, type or other factors. Specifications may have been altered during construction of the building or poor removal practice may have left debris and residues now partially concealed by substitute materials. In some cases, contamination or debris can occur from the time at which the asbestos materials were installed.
- 2.3.3 The surveyor will select a suitable starting point for systematic coverage of the premises, to avoid missing any areas. It is suggested that you start at the highest or lowest level of the building and at an outermost corner. If you are drawing the plans, then draw them first and then re-start a walk round to carry out the survey.
- 2.3.4 In carrying out the survey it is often helpful to follow risers and ducts or other continuations through as an additional process to the room by room process. Mark any risers and ducts on your working plan.
- 2.3.5 The first room/area will be located on the plan and the description entered (if not already present) in the areas accessed part of the survey workbook. The area on the plan can be ticked or colour shaded to show it has been accessed.
- 2.3.6 Proceed to the next rooms, corridors and connecting spaces in a systematic manner. Inspect the composition of all building fabric and fixtures working around the area progressively. As well as visible materials, inspect accessible voids, ducts, risers etc. In the case of Refurbishment or Demolition surveys a more intrusive approach will be adopted, except where re-occupation is to occur in which case this will place some limitations on the inspection.
- 2.3.7 The surveys and inspections will involve a thorough and methodical inspection of each accessible functional space within the building:
- a. Inspecting walls, partitions, ceilings, floors, beams, ducts, risers, plant and equipment;
 - b. Recording the nature, location and extent of materials suspected to consist of or contain asbestos;
 - c. In the event that materials are inaccessible, or it would be potentially hazardous to gain access to areas, we will record areas to which access was either restricted, partial or not possible or other constraints at the time of inspection together with a reason. In the case of an HSG 264 inspection, such limitations will be included by prior consultation and agreement with the Client.
 - d. Available plans will be annotated with the location of each finding, area no access and appropriate descriptive;
 - e. Each material either presumed, strongly presumed or demonstrated to contain asbestos through sampling and analysis will be subject to a material risk assessment. Whilst this is not strictly required in the case of an HSG 264 Refurbishment or Demolition survey, such information will be provided as it often assists contractors in the preparation of asbestos removal specifications or management strategies.
- 2.3.8 For each material identified a recommended action, based on the decision flow charts contained in Appendix 5 of HSE guidance "Managing Asbestos in Premises" (HSG 227), 2002. Factors within the material risk assessment govern the recommended action, which where appropriate or over-ridden by other considerations may be altered by the surveyor and provided in the form of a "Considered Recommendation and annotated within the 'Surveyors Comments' section of the Registers.

3.0 SAMPLING RATIONALE FOR ASBESTOS SURVEYS (HSG 264)

- 3.1 For HSG 264 Surveys with suspected or presumed asbestos containing materials the following protocol applies;
- Identify all the likely asbestos containing building materials and group them into homogeneous sampling areas in accordance with HSG 264 and our in-house procedures and UKAS Accreditation;
 - Prepare plans of each area and annotate detailing sample and suspect asbestos incident locations;
 - Determine the number of samples to be taken;
 - Determine the locations from where samples will be taken;
 - Collect samples;
 - Report;
- 3.2 In more detailed terms the following will take place;
- Materials will be grouped into homogeneous sampling areas, uniform in texture, colour, and which in all other respect appear identical. Materials which appear to have been installed at different times or if there is any other reason to suspect that materials may be different then the materials must be allocated to different sampling areas;
 - Identification of suspect materials and selection of homogeneous sampling areas are by their very nature subjective processes. If there is any doubt the material will be considered suspect or allocated a separate sampling area as appropriate;
 - Annotation plans provided by the client. In their absence sketch plans or outline drawings may be provided where necessary to indicate the location of a material which otherwise would not be apparent;
 - Samples will be taken in numbers that accord with the recommended density stated under Sampling Density, Section of this method statement;

4.0 SAMPLING METHODOLOGY

- 4.1 All sampling will be carried out by a trained PA Group surveyor in accordance with our in-house procedures and UKAS Accreditation using clear plastic self-seal bags. The procedure for sampling using clear plastic pressure seal bags is detailed below: -
- In any instance where significant release of dust or contamination of clothing is likely where clothing may become visibly dusty as a result of inspection, investigation or sampling, the area will be cordoned off with barrier tape and personal protective equipment (PPE) and Respiratory Protective Equipment (RPE) will be worn by the surveyor.
 - Place plastic drop cloth below area where sample will be taken;
 - Have sample bag ready along with a wet wipe and length of adhesive tape;
 - Using a hand spray or wet wipe wet a small area where the sample will be taken;
 - For sprayed coatings, pipe or vessel insulation place a wet wipe in the barrel of the core sampler. Using the core sampler, whilst continually spraying the material with a hand-held spray, we will bore into the material until the substrata is reached. (Representative samples of other materials will be taken using a hand tool appropriate for the situation);

- f. Damp area again using hand spray, remove core samples and using plunger push samples into bag and seal;
 - g. Fill sample hole with prepared wet wipe and seal with filler and adhesive tape;
 - h. Affix sample location sticker ensuring that sample number and location tally (if applicable);
 - i. Clean drop cloth, area and equipment, especially the core sampler;
 - j. Dispose of or retain contaminated materials such as wet wipes, drop cloth, overalls, gloves etc;
 - k. Continue sampling keeping track of sample numbers and corresponding locations.
- 4.2 Each sample will be stored in an individual sample bag labelled with the unique reference number and each batch of samples will be contained within a further sample bag labelled with unique project reference assigned for a specific project. The batch of samples will be labelled with an asbestos "a" label.
- 4.3 As a minimum, the unique sample reference, title of the room or area from where the sample was taken, the item from which the sample was taken, and a brief description will be recorded on our standard bulk sample report form or survey paperwork. The asbestos type, and to assist in determining the appropriate removal method, the percentage content will be added following analysis.
- 4.4 Additional information recorded at the time of sampling may range from a simple description of the material sampled to the completion of a survey sheet, which can include a photograph, and an estimate of exposure potential in the form of an algorithm.
- 4.5 In some instances the sampling procedure may take other forms such as: -
- a. For thermo-plastic or PVC flooring, bitumen roofing felts, asbestos paper, cloth, ropes or yarns etc by wetting using a spray then cutting a small sample using a scalpel or chisel and seal with filler and adhesive tape;
 - b. Asbestos cement panels, roofing sheets or guttering first wet the material using a spray then break off a small sample using pliers before sealing the broken edge using filler and adhesive tape. Samples taken at a corner are easier to seal;
 - c. For "Durasteel" panels first wet the material using a spray then collect the sample using an awl before sealing with filler and adhesive tape.

5.0 SAMPLING DENSITY

- 5.1 Bulk Sampling Strategy; for the purposes of this survey initial sampling of any finding will be at the density recommended in our procedure manual (at the density set out in the DETR publication "Asbestos and Man-Made Mineral Fibres in Buildings" which exceeds the requirements of HSG 264 and complies with our UKAS Accreditation). One sample only will be taken from all similar subsequent findings unless;
- a. Results exist for identical building elements;
 - b. Where a building element is suspected to contain an asbestos containing material of known composition and that material is within the building element concerned;
 - c. Only one sample of each type of debris found in any one functional space will be taken.
 - d. In which case No further samples will be taken of the repeat finding(s);

6.0 SAMPLE ANALYSIS

- 6.1 All bulk samples (together with all site notes, work books etc), will be submitted to the laboratory, situated at PA Group' offices, for analysis. Upon receipt samples will be logged, analysed and findings reported in

accordance with HSE HSG248 "Asbestos: the analysts guide for sampling analysis and clearance procedures (2005) and UKAS accreditation for this activity. Results are provided to the surveyor for inclusion in the report.

7.0 REPORTING

- 7.1 Format, content and number of copies required will be agreed in advance of site attendance and will be produced in accordance with the requirements of HSG 264.
- 7.2 Reports are produced either by, or under the supervision, of the surveyor. The report once compiled is checked by the surveyor for completeness and accuracy. A further check is carried out by an authorised signatory prior to the report being signed off by both parties.
- 7.3 The standard PA Group (ARMAlite) survey report will be produced in all instances unless specifically requested in writing and agreed by the client.

8.0 DESCRIPTION OF SURVEY TYPES (ALL IN ACCORDANCE WITH HSG 264)

- 8.1 Management Survey: Standard sampling, identification and assessment survey (formerly a type 2 survey)

The purpose of a management survey is to control asbestos-containing materials (ACM) during the normal occupation and use of premises by ensuring that:

- a. Nobody is harmed by the continuing presence of ACM in the premises or equipment
- b. The ACM remains in good condition.
- c. Nobody disturbs it accidentally.

A management survey is the standard survey. Its purpose is to locate, as far as reasonably practicable, the presence and extent of any suspect ACMs in the building which could be damaged or disturbed during normal occupancy, including foreseeable maintenance and installation, and to assess their condition.

Management surveys will often involve minor intrusive work and some disturbance. The extent of intrusion will vary between premises and depend on what is reasonably practicable for individual properties, i.e. it will depend on factors such as the type of building, the nature of construction, accessibility, etc.

A management survey should include an assessment of the condition of the various ACMs. This 'material assessment' will give a good initial guide to the priority for managing ACMs as it will identify the materials which will most readily release airborne fibres if they are disturbed. The survey will usually involve sampling and analysis.

A management survey can also 'presume' the presence or absence of asbestos. By presuming the presence of asbestos, the need for sampling and analysis can be deferred until a later time (e.g. before any work is carried out).

However, as far as possible, all ACMs should be identified as part of the survey. The areas inspected should therefore include, but not be limited to, underfloor voids, ceiling voids, lofts, inside risers, service ducts and lift shafts, areas behind wall linings, basements, cellars, underground rooms, and undercrofts among others.

All practical measures should be employed to ensure all possible spaces are included within a MS and that limitations or exclusions should be kept to an absolute minimum and only included with valid reasons and explanations.

Survey planning should ensure as far as possible that adequate access on site is in place and that keys or similar are available. Stating rooms are locked is not a valid reason without good foundation.

The survey methodology employed should as far as possible include comment or sampling of possible concealed materials that although partially inaccessible could be included within the MS.

- 8.2 Refurbishment or Demolition Survey: Intrusive Survey & Sampling (formerly a type 3 survey)

A refurbishment and demolition survey aim to ensure that:

- a. Nobody will be harmed by work on ACM in the premises or equipment
- b. Such work will be done by the right contractor in the right way.

A refurbishment or demolition survey is needed before any refurbishment or demolition work is carried out. These types of survey are used to locate and describe, as far as reasonably practicable, all ACMs in the area where the refurbishment work will take place or in the whole building if demolition is planned. The survey will be fully intrusive and involve destructive inspection, as necessary, to gain access to all areas, including those that may be difficult to reach. A refurbishment or demolition survey may also be required in other circumstances, e.g. when more intrusive maintenance and repair work will be carried out or for plant removal or dismantling.

There is a specific requirement in the *Control of Asbestos Regulations 2012 (CAR 2012)* for all ACMs to be removed before major refurbishment or final demolition. Removing ACMs is also appropriate in other smaller refurbishment situations which involve structural or layout changes to buildings (e.g. removal of partitions, walls, units etc).

Under the *Construction design and management regulations*, the survey information should be used to help in the tendering process for removal of ACMs from the building before work starts. The survey report should be supplied by the client to designers and contractors who may be bidding for the work, so that the asbestos risks can be addressed. In this type of survey, where the asbestos is identified so that it can be removed (rather than managed), the survey does not normally assess the condition of the asbestos, other than to indicate areas of damage or where additional asbestos debris may be present. However, where the asbestos removal may not take place for some time, the ACMs' condition will need to be assessed and the materials managed.

Refurbishment or demolition surveys are intended to locate all the asbestos in the building or relevant part, as far as reasonably practicable. Disruptive inspection techniques will be needed to lift carpets and tiles, break through representative walls, ceilings, cladding and partitions, and open up floors. In these situations, controls should be put in place to prevent the spread of debris, which may include asbestos. Should specialist equipment be required this should be identified in the pre-contract review and be available on site. The client should be made aware of the full definition and requirements of such surveys at the outset.

The protocol for intrusive survey must ensure all reasonable measures have been engaged and planned to identify all possible asbestos in any given space or building. Surveyors must use hand tools to open up representative areas of all building elements including all layers of building products.

In conjunction with the systematic survey methodology (see section 3 Survey Methodology) which clearly identifies the nature and process employed when surveying these intrusive measures should be incorporated at each stage and any suspected ACM's sampled (section 4/5). If genuine access cannot be gained or limited access is gained, then valid reasons must be clearly stating, and these items photographed and included within the final report as areas that require further investigation.

In many instances ACMs will be effectively concealed within the building fabric and even the most intrusive survey will not locate and identify all ACMs within a property. Careful consideration should therefore be given by the surveyor to stating the limitations of the survey. However, limitations should be kept to an absolute minimum and only included with valid reasons that have foundation.

In some instances, ACMs will be so integral to the fabric of a building that they may only be discovered during the course of refurbishment or demolition work. As a consequence, the client should make provision for this possibility, particularly as there may be potentially significant delays to the project programme, together with increased project costs. Such costs cannot be directly attributable to the surveying entirety.

Survey restrictions and caveats can seriously undermine the management of asbestos in buildings and should only be included where absolutely necessary and can be fully justified. Any survey restrictions and caveats must be agreed in advance between the surveyor and client and documented in the survey report.

Demolition surveys may also require coring works to slabs or similar if the foundations/slab are to be removed as well as the physical building that is to be demolished. This should be identified at planning stage and incorporated in the survey plan. If coring works are necessary specific control measures may be required.

9.0 METHOD OF RISK ASSESSMENTS**9.1 Material Assessment – undertaken by PA Group surveyor (see Register of Asbestos for Scores).**

The material risk assessment adopted by PA Group Limited exceeds the requirements detailed in HSG 264 and is in accordance with our in-house procedures and our UKAS Accreditation.

(Looks at the type and condition of the ACM and the ease with which it will release fibres if disturbed)

The system of risk assessment, which has been adopted, is based on the algorithm stated within HSG 264 (Surveying, sampling and assessment of asbestos containing materials).

The algorithm sets out the factors, which are most relevant in assessment of the potential release of fibres from a suspect material. These factors have been assigned quantifiable numerical values. The algorithm produces a single numerical value for each asbestos item, which may then be used as a priority rating for remedial work. The items that recommend any action should be implemented in accordance with the company's management policy / plan for asbestos containing materials

Materials Assessment	Algorithm Values
MC Material Condition. The condition of the material at the time of the inspection. Factors to be considered include the quality of the installation, deterioration of the outer covering or encapsulation, de-lamination and damage. The range of groups is 0 to 3.	0 Good condition: no visible damage; 1 Low damage: a few scratches or surface marks; broken edges on boards, tiles etc 2 Medium damage: significant breakage of materials or several small areas where material has been damaged revealing loose asbestos fibres 3 High damage or delamination of materials, sprays and thermal insulation. Visible asbestos debris
ST Surface Treatment. If the surface of the material in question encapsulated, papered, painted or covered. The range is 0 to 3.	0 Composite materials containing asbestos: reinforced plastics, resins, vinyl tiles 1 Enclosed sprays and Lagging, asbestos insulation board (with exposed face painted or encapsulated), asbestos cement sheets etc 2 Unsealed AIB, or encapsulated lagging and sprays 3 Unsealed Lagging and Sprays
TY Type of Asbestos. Determined by laboratory analysis the range of groups is 0 to 3.	0 Non-asbestos 1 Chrysotile (White Asbestos) 2 Amphibole asbestos excluding Crocidolite 3 Crocidolite
PT Product Type (or debris from material). The range is 1 to 3.	1 Asbestos reinforced composites (plastics, resins, mastics, roofing felts, vinyl floor tiles, semi-rigid paints or decorative finishes, asbestos cement etc) 2 Asbestos insulation board, mill boards, other low-density insulation boards, asbestos textiles, gaskets, ropes and woven textiles, asbestos paper & felt 3 Thermal Insulation (e.g. pipe and boiler lagging), sprayed asbestos, loose asbestos, asbestos mattresses and packing
Algorithm Significance The algorithm is a numerical way of taking into account many influencing factors, giving each factor considered a score. These scores are totalled to give the material assessment score. Each of the parameters are scored and added to give a total score between 2 and 12:	- Materials with scores of 10 or more are regarded as having a high potential to release fibres if disturbed; - Those with a score between 7 & 9 are regarded as having medium potential to release fibres; - Materials with a score between 5 & 6 are regarded as having low potential to release fibres; - Scores of 4 or less are regarded as having very low potential to release fibres.

The material assessment identifies the high-risk materials, which are those that will most readily release airborne fibres if disturbed. It does not automatically follow that those materials assigned the highest score in the material assessment will be the materials that should be given priority for remedial action. Management priority must be determined by carrying out risk assessment which will take into account other factors such as the following:	• Proposed or Routine Maintenance Activities • Normal Occupation Activities • Resulting Likelihood of Disturbance • Resulting Human Exposure Potential
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9.2 Priority Assessments – undertaken by the Duty Holder as defined in Control of Asbestos Regulations 2012

(Looks at the likelihood of someone disturbing the ACMs)

A detailed risk assessment can only be carried out with knowledge of the Material Assessment Score (provided on the enclosed Register of Asbestos) and the detailed knowledge of the activities carried out in the premises. The risk assessment should form the basis of the Asbestos Management Plan, so it is important it is accurate.

PA Group advise their clients to carry out their own priority risk assessments in accordance with HSG227 and using the parameters and scoring system referred to in the aforesaid publication and shown below. PA Group are not accredited for priority assessments and any comments and observations are outside the scope of our UKAS accreditation.

Priority Assessment Factor	Score	Score variable
Normal occupant activity Main type of activity in area	0 1 2 3	Rare disturbance activity (e.g. little used store room) Low disturbance activities (e.g. office type activity) Periodic disturbance (e.g. industrial or vehicular activity which may contact ACMs) High levels of disturbance, (e.g. fire door with asbestos insulating board sheet in constant use)
Secondary activities for area	As above	As above
Likelihood of Disturbance Location	0 1 2 3	Outdoors Large rooms or well-ventilated areas Rooms up to 100m ² Confined space
Accessibility	0 1 2 3	Usually inaccessible or unlikely to be disturbed Occasionally likely to be disturbed Easily disturbed Routinely disturbed
Extent/amount	0 1 2 3	Small amounts or items (e.g. strings, gaskets) ≤10m ² or ≤10m pipe run ≤10m ² to ≤50m ² or ≤10m to ≤50m pipe run ≤50m ² or ≤50m pipe run
Human Exposure Potential Number of occupants	0 1 2 3	None 1 to 3 4 to 10 >10
Frequency of use of area	0 1 2 3	Infrequent Monthly Weekly Daily
Average time area is in use	0 1 2 3	<1 hour >1 hour to <3 hours >3 to <6 hours >6 hours
Maintenance activity Type of maintenance activity	0	Minor disturbance

Frequency of maintenance activity	1	Low disturbance
	2	Medium disturbance
	3	High level disturbance
	0	ACM unlikely to be disturbed for maintenance
	1	=<1 per year
	2	>1 per year
	3	>1 per month

Worked Example of Priority Risk Assessment

The following is an example of a worked Priority Risk Assessment for a fictitious incident of asbestos thermal insulation lagging on a boiler and pipework to a typical boiler room. The incident detailed in the example has no relation to the building surveyed.

Priority assessment algorithm			
Assessment factor	Variable(s) selected	Score for each variable	Overall Score
NORMAL OCCUPANT ACTIVITY			
Main type of activity in area	Low disturbance activity (checking safety controls on boiler once per day)	1	1
LIKELIHOOD OF DISTURBANCE			
Location	Room up to 100m2 – boiler room 6m x 7m	2	average = 2
Accessibility	Occasionally likely to be disturbed – don't need to disturb ACM to carry out checks but may inadvertently disturb	1	
Extent/amount	Small boiler and single 10m pipe run	2	
HUMAN EXPOSURE POTENTIAL			
Number of occupants	None	0	average = 1
Frequency of use	Daily – daily safety control checks	3	
Average time area is in use	<1 hour – few minutes once a day	0	
HUMAN EXPOSURE POTENTIAL			
Type of maintenance activity	Minor disturbance – potential for disturbance during annual servicing of boiler	0	average = 1
Frequency of maintenance activity	>1 per year – annual service + 1 breakdown visit per year	2	
Total priority assessment score			5
Material assessment score (provided by asbestos survey)			11
Total of material and priority assessment scores			16

Once a similar assessment has been made of each asbestos incident detected within the scope of the survey, the total of material and priority assessment scores should be compared and collated.

The highest scoring assessments will define the Management Priority materials.

Whilst PA Group are unable to undertake these assessments on the Duty Holders behalf, our surveyor can form part of the assessment team to assist the Duty Holder in undertaking these assessments. Please contact PA Group for more details.

10.0 LIMITATIONS, OBSERVATIONS & EXCLUSIONS FOR SURVEY OF ASBESTOS CONTAINING MATERIALS**10.1 General Limitations and Observations**

- 10.1.1 The surveys conducted by PA Group will involve thorough inspection of all accessible parts of a building to which we are able to gain safe access, sampling and testing depending on the type of survey being instructed by the 'client' (or nominated representative) of all suspect materials for asbestos and the provision of a report or similar document which must be wholly read in conjunction with all elements. We to draw your attention to the fact that as highlighted within each survey type (form of inspection), asbestos still may remain undiscovered within any given building, or parts thereof, and therefore should this be identified at a later stage after our services / involvement have finished that PA Group should be consulted in the first instance to advise as necessary in accordance with legislation. Should this not be done we would accept no liability should any costs, time or further implications arise at a later stage through inappropriate use of the report documented or otherwise. Should intrusive investigation such as a refurbishment survey or demolition survey be undertaken damage will occur to the building or parts thereof by the nature of the inspection, if certain areas are not itemised as not to be inspected all parts will be subjected to such destructive measures and PA Group cannot be held liable for any damage.
- 10.1.2 Representative beam casings and bulkheads would be exposed, inspected and any significant dust deposits sampled. If suspect materials are thought to be present, then this would be highlighted at the time and further advice or assessment sought.
- 10.1.3 Dismantling of structural, load bearing or substantial walls for inspection has not been made provision for within the proposal, as this would form part of any refurbishment, renovation or demolition process. Should it be thought that suspect areas are present within said areas then they will be highlighted and annotated accordingly within the report and advised in summary to await further advice.
- 10.1.4 Representative floor spaces would be, exposed and any significant dust deposits sampled. If suspect materials are thought to be present, then this would be highlighted at the time and further advice or assessment sought.
- 10.1.5 Brake linings within lift machinery would not generally be inspected, as a potential element of dismantling of plant may be required and only specifically trained and competent personnel can undertake such an activity. If suspected, it should be presumed that the linings contain asbestos.
- 10.1.6 As highlighted within our proposal should any plans for existing or historic heating or pipework systems be available please forward them to us in good time, however it is noted that these are not likely to be available in many cases. In this instance for us to inspect every inch of wall surface and open it is not a practical solution. Should it be thought that pipework is present within the walls themselves then reasonable measures will be employed to trace this occurrence. Should it be required that continual exposing or dismantling of walls is required then we would envisage revisiting the client to highlight the issue and ask further advice on the intended action. However, we would envisage finding and noting any such occurrences during our standard investigations.
- 10.1.7 Should service ducts be evident they will be inspected if accessible. We would employ measures to lift the ducts if this was an issue. However, should they be immovable or deemed a confined space then accessing this element is not provided for and would have to be evaluated at the time.
- 10.1.8 With regard to the frequency of sampling dust (ventilation, floors and ceiling) and sampling plaster we would ask for guidance on the expected number or frequency to ensure suitable coverage for all parties. Once clarified as to what is reasonable or representative then we can confirm this in writing. Otherwise we will sample only a minimal number of areas of duct or plaster to prove negative results only.
- 10.1.9 As in accordance with current H&S guidelines we are not permitted to access over 2m in height and the use of ladders is now not the preferred route, platform or podium blocks with the relevant handrails are preferred. We have included for step ladders. Should high-level access equipment be necessary i.e. by scissor lift or boom then this would not be included and would have to be requested in advance of the survey and the proposal amended.
- 10.1.10 Should asbestos removal works be deemed necessary during the inspection to open up spaces for inspection, so the survey is as conclusive as possible the removal costs are not included nor the 14-day period within the timescale (if applicable) for the project timeline. This can generally only be evaluated at the time of the survey and phased in thereafter.
- 10.1.11 We would advise that the survey report is for reporting of asbestos materials and documenting them. Should you wish to use it to price for removal works then it is your decision as the use of the report is yours. However, we feel it prudent a specific removal specification is implemented for contractors to price. We cannot be held

responsible if a situation or additional cost arises from the removal contract that would have been included in a suitable specification document.

10.1.12 in advance we wish the client to acknowledge that in accordance with any previous deadline should plant or similar have to be isolated and a programme submitted that this would be currently unforeseeable then there may be a delay in the timescale for completion purely based on these additional elements.

10.1.13 Should you wish for us to revisit the site once any enabling works are planned to liaise with the structural engineer or similar, we will, of course accommodate any requirements where possible. If the assistance is additional then there may be additional costs.

10.2 Report

10.2.1 This report details the findings of a refurbishment or invasive survey for asbestos containing materials (refer to HSG 264 for further details, ISBN 0-7176-2076-X) the information may not be taken to be a full and detailed inspection of all parts of the building and therefore further inspection in accordance with legislation will be required prior to any refurbishment, alteration or demolition.

10.2.2 The report must be read and used wholly in conjunction with all elements of its content, many sections relate directly to others. PA Group can accept no liability or responsibility for the cost of removal of asbestos or other materials or delays etc caused by the inappropriate use of this report. Should interpretation be taken incorrectly without consulting PA Group in the first instance then no liability will be associated?

10.2.3 Prior to any remedial or removal works being undertaken as a result of our findings or recommendations contained within this report, we recommend a specific specification for such works be drafted by a reputable asbestos consultant or competent person acting on behalf of the client. The recommendations set out in this report should not be relied upon as a specification for remedial works.

10.2.4 We further recommend that under no circumstances should any removal or remedial works be costed based on this report or subsequent specification alone. Such documents should only be used as an aid to what we consider to be an essential site walkthrough at the planning stage. In addition, all parties involved in any remedial works should be fully conversant with the findings of the report, the scope of the inspection and the limitations of the survey. If at any time a full understanding of the report, its findings or limitations are not fully understood, we, or an alternative competent person should be consulted.

10.3 Limitations relating to inspection (as detailed in survey report and annotated to specifically reflect survey individually:

10.3.1 The findings of this report are limited only to those areas accessed at the time of the survey and detailed in this report as per the instruction.

10.3.2 *Management Surveys Only* - Flues, ducts, voids or any similarly enclosed areas outside the scope of an asbestos management survey, the access to which necessitated the use of specialist equipment or tools, or which would have caused damage to floors, decoration, fixtures, fittings or the structure have *not* been inspected unless specific information to the contrary has been agreed/provided pre-contract. Therefore, these areas in accordance with guidance provided in HSG264 must be presumed to contain asbestos and prior to any works commencing either re-inspected or removed as asbestos.

10.3.3 Lift shafts or similar which require the attendance of a specialist engineer has not been inspected unless otherwise stated without that engineer in attendance. This attendance must be instructed prior to site works commencing.

10.3.4 Any areas or surfaces that would require the removal or relocation of carpets, furniture, fixed blinds/curtains, fixtures or fittings have not been subject to inspection unless specifically instructed and mentioned elsewhere in this report. This mainly related to occupied properties to which accessing these areas would disrupt normal working activity.

10.3.5 Part's requiring specialist access equipment e.g. internal elements to boilers, plant or pipework or internal glazing elements have not been inspected unless the survey is a Demolition Survey or agreed pre-contract in writing. Any requirement for specialist access equipment has been specifically excluded unless otherwise stated or previously instructed pre-contract including any possible reinstatement or isolations required.

10.3.6 Inspection of pipe work has been restricted primarily to the insulation visible and by representative sampling of the length of the pipework. Debris may be present to areas of the pipework not accessed, sampled or inspected, as it is not possible to inspect below every area (cm) of insulation. This is partially due to plant

being operational at the time of survey and the damage of the insulation affecting the integrity of its purpose. Where it is evident comment will be made or presumed.

10.4 Limitations and Restrictions relating to Sampling:

- 10.4.1 Samples have not been taken where the act of sampling would endanger the surveyor or affect or hinder the functional integrity of the item concerned. For example; fuses within electrical boxes, gaskets, fire doors, ropes associated with heating, glazing or power plant etc.
- 10.4.2 Samples have not been taken where prohibited or prevented by the client, tenant or their representative.
- 10.4.3 Materials have been referred to as Asbestos Insulating Board or Asbestos Cement based upon their asbestos content and visual appearance alone. Density checks on materials have not been carried out unless stated otherwise.
- 10.4.4 Textured Coatings such as *Artex* may contain a trace quantity of Chrysotile asbestos. Due to this low asbestos content, applications of this product may be non-homogenous and may elicit both positive and negative samples. Where both positive and negative samples are obtained the client should presume that the textured coating contains Chrysotile throughout even though a non-detected result has been obtained.

11.0 *STANDARD TERMS OF ENGAGEMENT*

11.1 Parties:

- 11.1.1 The Client which expression shall mean the party for whom the Agreed Work is being undertaken pursuant to the Proposal as herein defined.
- 11.1.2 PA Group registered office is The Granary, Plinden Farm, Dartford, Kent, DA2 8EA (hereafter referred to as "PA")

11.2 Recitals:

- 11.2.1 The Client has requested PA to provide professional environmental consultancy services upon the terms set out in detail in additions or amendments thereto agreed in writing.
- 11.2.2 Services carried out under the Proposal in accordance with these Standard Terms of Engagement and the Proposal.

11.3 The Terms:

11.3.1 Engagement

- 11.3.2 The Client agrees to engage PA and PA agree to undertake the Agreed Work in accordance with these Standard Terms of Engagement and the Proposal.

11.3.3 Standard of Care

- 11.3.4 PA shall perform the Agreed Work using the reasonable standard of skill and care normally exercised by the professional environmental consulting firms in performing similar services under similar conditions.
- 11.3.5 PA shall use all reasonable endeavours to perform the Agreed Work in accordance with all relevant legislation.

11.4 Obligations of the Client

- 11.4.1 Throughout the period of this agreement the Client shall afford to PA or procure the affording to PA of access to any sites where access is required for the performance of the Agreed Work.
- 11.4.2 The Client will inform PA in writing of all special site and/or plant conditions including without prejudice to the generality of the foregoing the existence of any underground cables, pipes drains or underground buildings or

constructions and shall also inform PA of any relevant site operating procedures and site safe operating procedures and any other regulations relevant to the carrying out of the Agreed Work the notification of such matters to be acknowledged in writing by PA if they are to be binding upon them.

11.4.3 The Client shall take all steps to secure and otherwise keep safe all and any property and personal of PA.

11.4.4 The Client shall afford to PA access at all reasonable times to any relevant site for the purpose of removing any plant equipment or records owned or hired by it that are present on the site.

11.4.5 The Client shall provide free of charge such information and drawings as are available to the Client as may reasonably be required by PA for the performance of the Agreed Work.

11.4.6 Where the Agreed Work requires PA to enter upon any site whether or not owned or occupied by the Client then the Client shall notify PA of any hazards known or suspected by the Client to exist upon such site and shall indemnify PA against all cost claims demands and expenses arising as a result of any non-disclosure in this respect.

11.4.7 The Client undertakes not at any time without the prior written consent of PA during the performance of the Agreed Work and for a period of six months thereafter to directly or indirectly solicit, entice, procure or employ any person who during the performance of the Agreed Work was an employee of PA and who had material contact of involvement with the Agreed Work.

11.5 Confidentiality

11.5.1 PA Group undertakes not to divulge or disclose to any third party without the written consent of the Client information, which is designated confidential by the Client prior to the acceptance of the contract or which can reasonable be considered to be confidential and arises during the performance of the Agreed Work unless Required to do so by law.

11.5.2 Subject to 5.8.1 above PA shall be permitted to use information related to the Agreed Work for the purposes of marketing its services and in proposals for work of a similar type.

11.6 Insurance

11.6.1 PA holds professional indemnity insurance in an amount of not less than £1,000,000 in aggregate in any one year.

11.6.2 PA agrees to maintain the insurance referred to in 5.1 above the period of six years from the date of this agreement provided that such insurance continues to be available upon reasonable terms at reasonable commercial rates in the insurance market for environmental consultants and shall when reasonably requested by the Client produce for inspection evidence of such insurance.

11.7 Liability

11.7.1 PA confirms that it will be responsible to the Client for all costs claims and demands properly incurred by the Client and which represent the reasonably foreseeable damage suffered by the Client as a direct result of the negligent act of omission of PA in the performance of the Agreed Work under these Term. Without prejudice to the foregoing the Client acknowledges that PA shall have no liability to the Client or to any third party for any indirect, economic or consequential loss howsoever arising and whiter pursuant to the performance of the Agreed Work under these Terms of howsoever otherwise arising.

11.7.2 PA is carrying out the Agreed Work solely for the benefit of the Client and the Client shall indemnify PA against any claims from any third parties in respect of the Agreed Work unless PA has without being requested by the Client to do so provided advice of information direct to such parties or has in writing permitted disclosure of such advice or information to such persons.

- 11.7.3 The total liability of PA under or in connection with this Agreement and the Agreed Work whether in contract, tort, breach of statutory duty or otherwise shall not exceeds 6x fees for the building in question and the client shall indemnify and keep indemnified PA from and against all costs, claims, demands, proceedings, charges and expenses arising out of or in connection with the Agreed Work in excess of such liability and limitation provided that in the event of the insurance referred to in clauses 5.1 and 5.2 no longer being available upon reasonable terms at reasonable commercial rates then the liability of PA shall be restricted to £25,000 under this.
- 11.7.4 The liability of PA in respect of the Agreed Work shall be limited to that proportion of the Client's losses and damages which it would be just and equitable to require PA to pay having regard to the extent of PA's responsibility for the same and on the basis that any other consultants contractors and sub-contractors shall be deemed to have provided contractual undertakings to the Client in respect of their services in connection with the project of which the Agreed Work is part in terms no less onerous than under these Standard Terms and shall be deemed to have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their respective responsibilities.
- 11.7.5 **Nothing contained in these standard terms shall exclude or restrict the liability of PA in respect of death or personal injury resulting from the negligence of PA.**
- 11.8 Ownership of Documents and Intellectual Property (IP)
- 11.8.1 The Client acknowledges and agrees that any and all intellectual property rights (including without limitation any trade marks, patents and any copyright in drawings, reports, specifications, bills of quantities, calculations software, algorithms, work processes and graphic images and other documents and information) created developed subsisting or used by PA or any third party in performance of the Agreed Work ("the intellectual property") shall vest in or (as the case may be) remain the exclusive property of PA or of any relevant third party.
- 11.8.2 When so agreed by PA and recorded in writing prior to the delivery of such intellectual property and subject to PA and its sub-consultants having received payment of all fees and disbursements properly due under this agreement the Client shall have a non-exclusive licence to copy and use such intellectual property for the purposes directly related to the Agreed Work. Such Licence shall enable the client to copy and use the intellectual property but solely for his own purpose and such use shall not include any licence to reproduce any conceptual designs or professional opinions contained therein. The Client shall have no right to grant sub-licences.
- 11.8.3 Save as above, the Client shall not make copies of such intellectual property nor shall he use the same in connection with any other works or for any other purpose nor pass them to any third party without the prior written approval of PA and upon such terms as may be agreed by PA. PA shall be liable for the use by any person of such intellectual property for any purpose than that for which the same were prepared by or on behalf of PA. The licence granted in terms of this clause may be terminated by PA forthwith if the Client is in material and/or persistent breach of any term of condition of these Terms or if the Client (whether under these Terms or otherwise) within 14 days of the due date, therefore. Unless expressly stated, no other licence to any IP is implied or granted under these Terms.
- 11.8.4 PA shall not without the written consent of the Client such consent not to be unreasonably withheld, publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the Agreed Work. For the avoidance of doubt nothing herein shall prevent or restrict PA from using the intellectual property for its own purposes or for the provision of services to third parties.
- 11.8.5 **Proposals submitted to the Client are solely for his use and the ownership of such proposals not confirmed as Agreed Work with the Client remain with PA and must not be used as the basis for any future work undertaken either by the Client or a third party and no liability can be accepted howsoever arising from such proposals.**
- 11.9 Payment

- 11.9.1 PA shall submit invoices and payment shall be made by the Client in accordance with the rates and fees and timetable set out in the Proposal. If no payment terms are specified in the Proposal invoices can be submitted monthly.
- 11.9.2 Payment shall be made by the Client within fourteen days of the date of any invoice and payment shall be made in full (without any deduction of retention for any claim or counter claim or otherwise) in pounds sterling and interest at the rate of four per cent (8%) above the Bank of England base lending rate will be payable on all overdue payments such interest being calculated from the date of the invoice to the actual receipt of payment by PA.
- 11.9.3 All sums payable by the Client under the terms of the Proposal are exclusive of Value Added Tax which will be payable by the Client in addition to such sums and shall be chargeable at the prevailing rate and in the manner prescribed by law.
- 11.10 Limitation
- 11.10.1 No action in proceedings under or in respect of this agreement whether in contract or in tort or in negligence or for breach of statutory duty or otherwise shall be commenced against PA after the expiry of a period of six years from the date of commencement of the Agreed Work or such other date as may be agreed in writing between the parties.
- 11.11 Waiver
- 11.11.1 No failure by PA to seek redress for breaches by the Client, or failure by PA to exercise any right or remedy to which it may be entitled in terms of these Terms unless in writing by an authorised officer of PA shall in any way affect or prejudice the rights of PA or be taken as a waiver of the terms of this or any other clause of these terms.
- 11.12 Entire Agreement and Exclusion of Representations
- 11.12.1 These Terms and the Proposal to which they apply represent the entire agreement of the parties hereto with respect to the Agreed Work and supersede any prior written or oral warranties, terms, conditions and representations whether express or implied and any claim against PA in respect of the Agreed Work can only be made in contract under the provisions of these Standard Terms or the Proposal, and not under the law of tort or otherwise.
- 11.12.2 PA will not be bound by any standard or printed terms, conditions, warranties or representations furnished by the Client in any of its documents unless PA specifically states in writing separately and the Client acknowledges such notification in writing.
- 11.12.3 For any variation to these Terms to be effective the variations must be in writing signed by both PA and the Client.
- 11.13 Notices
- 11.13.1 Any notice to be given by the Client under this agreement shall be deemed to be duly given if it is in writing and delivered by hand or sent by registered post to PA at the address of PA shown at the head of these Standard Terms. Any notice to be given by PA shall be duly given if it is in writing and delivered by hand or sent by registered post to the Client at the address of the Client as set out in the Proposal or if there is no such proposal the registered office of the Client. These notices shall, if sent by registered post, be deemed to have been received 48 hours after postage.
- 11.14 Delay and Force Majeure
- 11.14.1 PA will comply with the programme for the achievement of the Agreed Work unless delayed or prevented by circumstances beyond its reasonable control and in the event of any such circumstances arising PA undertakes to complete the Agreed Work as promptly as is reasonable but will not be liable to the Client for any delay resulting from such circumstances beyond PA's reasonable control.

- 11.14.2 If PA through no fault of its own is unable to carry out the Agreed Work according to an agreed timetable by reason of other works being unfulfilled or for any other reason which is the responsibility of the Client additional expenses of staff subsistence travel mobilisation as appropriate will be met by the Client and shall include the cost of the hire of equipment of additional sub-contractors' costs reasonably incurred.
- 11.15 Governing Law
- 11.15.1 This agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdictions of the English Courts.
- 11.16 Termination
- 11.16.1 The appointment of PA may be terminated in the event of either party becoming bankrupt, going into liquidation (either voluntary or compulsory unless as part of a bona fide scheme of reconstruction or amalgamation), being dissolved or compounding with its creditors or having a receiver or an administrative receiver or administrator appointed to the whole or any part of its assets. Notice of termination must be given to the party that is insolvent by the other party.
- 11.16.2 If for any reason the performance of the Agreed Work is suspended for a period in excess of one calendar month, then PA shall be entitled to terminate its appointment in respect of the Agreed Work by seven days' written notice to the Client.
- 11.16.3 Any termination of the appointment of PA howsoever caused shall be without prejudice to the right of PA to require payment for all services performed up to the date of such termination.
- 11.17 Assignment
- 11.17.1 The Client shall not be entitled to assign transfer or pass the benefit of the whole or any part of this Agreement without the consent in writing of PA and signed by a Board Director.
- 11.18 Conflict
- 11.18.1 In the event of any conflict between the wording of these Terms of Engagement and the terms of the Proposal the terms of the latter shall prevail.
- 11.19 Disputes
- 11.19.1 The Agreed Work is of a 'Construction Contract' within the definition in Section 104 of the Housing Grants Construction and Regeneration Act of 1996 then the following provisions shall apply.
- 11.19.2 In the event of any dispute or difference arising under or by reason of breach of this Agreement (other than with regard to the meaning or construction of this Agreement) such disputes or difference whether arising before or after the determination of this Agreement may be referred to some independent and fit person to be nominated by the President or Vice President for the time being of the Chartered Institute of Arbitrators within seven days of the application of either of the parties hereto but in the event of any such dispute or difference arising under or by reason of breach of this Agreement then the matter may be referred to a leading Counsel of proven ability and experience to be nominated by the President for the time being of the Law Society within seven days of the application of either of the parties to the person hereto and any fees and expenses which may become payable to the person appointed shall be within the award of that person.
- 11.19.3 Any such adjudicator appointed in the terms of clause 18.1.1 hereof shall have twenty-eight days from the date of referral within which to reach a decision on the dispute, or such longer period as is agreed between the parties after the dispute has been referred, but without prejudice to the forgoing the adjudicator shall be permitted to extend the said period of twenty-eight days up to fourteen days, with the consent of the party by whom the dispute was referred. The adjudicator shall act fairly, reasonably and impartially and shall conduct the adjudication in accordance with rules 13 to 25 (inclusive) of the Technology and Construction Solicitors Association Adjudication Rules 1999 (version 1.3) except that 19(ix) shall not apply thereto.

- 11.19.4 The adjudicator shall be required to issue a written decision to the parties to the dispute, within seven days of reaching a decision, giving detailed reasons for his decision. The decision of the adjudicator shall be binding on both parties until the dispute is finally determined by agreement of the parties or by legal proceedings.
- 11.19.5 When issuing his decision, the adjudicator shall be entitled, but not bound, to award damages and interest thereon to such parties as he may think fit.
- 11.19.6 If the Agreed Work does not constitute a Construction Contract' as defined above then the following provisions shall apply.
- 11.19.7 If any dispute arises between the parties with respect to any matter then such dispute shall at the instance of either party be referred to a person agreed between the parties, and, in default of agreement within twenty-one days of notice from either party by the President for the time being of the Institution of Civil Engineers. Such person shall be appointed to act as an expert and not as an arbitrator. The costs of such expert shall be borne to equally by the parties unless such experts shall decide one party has acted unreasonably in which case, he shall have discretion as to costs.
- 11.20 Severance
- 11.20.1 If any term or provision in these Terms shall be held to be illegal or unenforceable in whole or in part under any enactment or rule of law such term or provision or part shall to that extent be deemed not to form part of these Terms but the validity and enforceability of the remainder of these Terms shall not be affected.
- 11.21 Contracts (Rights of Third Parties) Act 1999
- 11.21.1 The provisions of the Contract (Rights of Third Parties) Act 1999 are expressly excluded from applying to these Terms or the Proposal to which they relate and accordingly no benefit to any third party is intended nor shall be implied under such Terms or Proposal.