

ASBESTOS RE-INSPECTION REPORT FOR ASBESTOS MATERIALS AT:

Tower House
Westgate Gardens, Canterbury, Kent
CT1 2DB

ON BEHALF OF:

Canterbury City Council
Military Road
Canterbury, Kent
CT1 1YW



PROJECT MANAGER:	JAMES PULLEN
ISSUE DATE:	18 Mar 2024
JOB NUMBER:	J029229
PROJECT REFERENCE:	FW-040
UPRN REFERENCE:	10033155428
VERSION NUMBER:	V1
REVISION NUMBER:	001
PAGE NUMBER:	1 OF 27

Please consider the environment and think before you print.

PLEASE NOTE: THIS REPORT IS A RE-INSPECTION OF A PREVIOUS REPORT AND ONLY CONTAINS ASBESTOS THAT REMAINS IN SITU. AS THIS IS A RE-INSPECTION, IT DOES NOT FALL IN LINE WITH PA GROUP'S UKAS ACCREDITATION. HOWEVER, THE WORK HAS BEEN UNDERTAKEN BY A QUALIFIED AND COMPETENT PERSON.


REGISTERED ADDRESS

SPRING LODGE | 172 CHESTER ROAD | HELSBY | CHESHIRE | WA6 0AR

OFFICE ADDRESS

PINDEN END FARM | CANADA FARM ROAD | DARTFORD | KENT | DA2 8EA


COMPANY REGISTRATION NUMBER: 6257126

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EXECUTIVE SUMMARY

<p>AS REQUESTED, AND INSTRUCTED BY OUR CLIENT, PA GROUP HAVE UNDERTAKEN AN ASBESTOS RE-INSPECTION AND COMPILED THIS REPORT IN ACCORDANCE WITH HSG 264 ASBESTOS: THE SURVEY GUIDE.</p>	
INSPECTION TYPE(S):	Asbestos Re-Inspection
INSPECTION SCOPE:	Re-Inspection of all previously identified asbestos containing materials only
SPECIFIC EXCLUSIONS:	Only previously identified asbestos containing materials have been re-inspected during this visit.
ASBESTOS PRESENT:	Yes
ACTION REQUIRED:	No
SUMMARY OF FINDINGS & RECOMMENDATIONS:	<p>Asbestos has been previously identified during the scope of this inspection in the form of thermal insulation residue to the walls within the store and insulating board to the lining of the door within the boiler room.</p> <p>Please note, since the last inspection, the doors within the basement store area have been removed.</p> <p>Please observe the Registers within this report for further information.</p>
GENERAL RECOMMENDATIONS:	<p>Any recommendations as stated on the Executive Summary Registers (Section 3), or Photographic Registers (Appendix A) should be actioned as a minimum to ensure the asbestos either remains in situ in sound condition or is removed. A specification / contractor's method statement for the removal of asbestos materials should be developed prior to any asbestos removal works. Thereafter, ongoing re-inspections are recommended, and specific assessments should be made when refurbishment works are planned.</p>

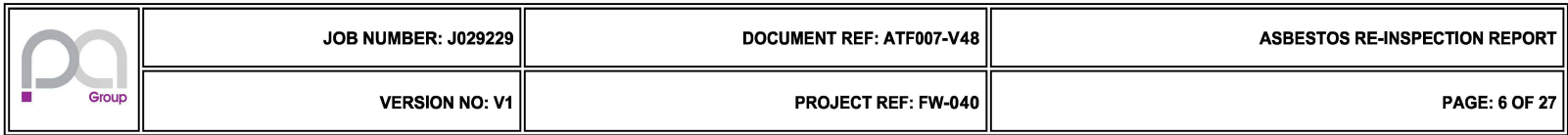
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EXECUTIVE SUMMARY REGISTERS


ASBESTOS REGISTER

Where asbestos containing materials have been identified, referred, presumed, or strongly presumed, their locations will be detailed below. Please refer to the Photographic Asbestos Register contained within Appendix A of this report for further information.									
Building	Floor	Room	Location	Description	Risk Level	Approximate Extent	Level of Identification	Finding Ref.	Recommendation
Main Building	Basement	Store	To Walls	Thermal Insulation Residue	Medium	4m ²	Presumed	1	Manage & Monitor Condition
Main Building	Basement	Store	To Walls	Thermal Insulation Residue	Medium	4m ²	Presumed	2	Manage & Monitor Condition
Main Building	Basement	Boiler Room	To Lining to Door	Insulating Board	Low	4m ²	Presumed	3	Manage & Monitor Condition



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Building	Floor	Room	Location	Description	Finding Reference	Reason for No Access
All areas within the scope of this survey were accessed.						


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GENERAL RE-INSPECTION INFORMATION

SITE ADDRESS:	Tower House, Westgate Gardens, Canterbury, Kent, CT1 2DB
INSPECTION ATTENDANCE DATE(S):	Monday 26th February 2024
SURVEYOR NAME(S):	Ollie Roberts
GENERAL SITE DESCRIPTION:	The site consisted of a cobble and brick built, purpose built estate building. Built appropriately in the 1800s comprising of clay roof tiles and wooden door frames.
SAMPLES ANALYSED BY:	N/A
SAMPLE ANALYSIS DATE(S):	N/A
THE CLIENT DID NOT REQUEST ANY METHODS THAT WERE CONSIDERED INAPPROPRIATE OR OUT OF DATE.	

All PA Group employees are witnessed and authorised prior to undertaking re-inspections. If employees are not authorised, they will not undertake the re-inspection, unless being witness for the duration (for authorisation purposes).			
This Asbestos Re-Inspection has been undertaken, compiled, reviewed, and approved by Ollie Roberts.			
Signature:		Approval Date:	18/03/2024
Following approval of the finalised re-inspection report by the surveyor(s), the report undergoes a further final check by an authorised PA Group quality assurance employee.			
This Asbestos Re-Inspection has undergone a final review by Stephanie Barnett. The data collected, conclusions, and actions within this report are accurate and conform to PA Group UK Limited's procedures.			
Signature:		Approval Date:	18/03/2024


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ASBESTOS RE-INSPECTION DESCRIPTION & PURPOSE

The Control of Asbestos Regulations 2012 requires that the condition of previously identified asbestos containing materials (ACM's) must be inspected regularly and records updated accordingly. The frequency of the Asbestos Reinspection regime must not exceed 12 months but is dictated by the nature of risk that the asbestos poses. The risk is assessed by the type, extent, condition, and location of the asbestos.


The purpose of an Asbestos Reinspection is to check the materials condition and inspect for any signs of deterioration. The reasoning behind this requirement is that asbestos can become damaged or can deteriorate over time. Deterioration can either be caused by accidental damage, weathering, or general wear and tear etc.

When the condition of an asbestos containing material changes, the associated risks (material risk) with the product can change substantially and may no longer be safe and manageable.

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NOTES ON APPENDICES

The appendices within our re-inspection reports will generally include the following elements (where applicable).
<p align="center">APPENDIX A PHOTOGRAPHIC REGISTERS</p> <p>PHOTOGRAPHIC ASBESTOS REGISTER</p> <p>The <i>Photographic Asbestos Register</i> details the location, approximate extent, material risk assessment and required action for each asbestos containing material identified at the time of the original survey. If during the re-inspection the item condition has deteriorated, this will be updated in the material assessment to reflect the change. Each individual item on the register includes a unique 'Finding' reference. Not all materials detailed on the register have been sampled. Some items may have been referenced 'Referred' where the material is an identical application of an already sampled item. Items may also be 'Presumed' or 'Strongly Presumed' if sampling is 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 ACM's. This register also contains a representative image of each Finding.</p> <p>PHOTOGRAPHIC NON-ASBESTOS REGISTER</p> <p>The <i>Register of Non-Asbestos</i> only those materials that have been sampled (or referred to a sample), analysed, and subsequently found not to contain asbestos. It should not be taken as a comprehensive list of non-asbestos materials within the premises. This register also contains a representative image of each Finding. Non-asbestos items will only be included in this re-inspection report if sampled during the re-inspection.</p> <p>PHOTOGRAPHIC NO ACCESS REGISTER</p> <p>Where areas are identified as not having been accessed, they have been identified and included within this <i>Register of No Access</i>, including a reason for the no access. These areas should be inspected for ACM's <i>prior to any work being undertaken</i> in these areas. Areas of no access can include annotations stating suspected ACM's are present but as they cannot be accessed, they cannot be sampled. This register also contains a representative image of each Finding.</p> <p align="center">APPENDIX B ANNOTATED FLOOR PLANS</p> <p>The <i>Annotated Floor Plans</i> detail the approximate location of ACM's and the 'Finding' references. Annotations can be more detailed including description, recommendation, and extent upon request. The floor plans (where provided) are diagrammatic and should not be relied on for determining precise extents or scale.</p> <p align="center">APPENDIX C DETERMINATION OF ASBESTOS CONTENT REPORT</p> <p>The <i>Determination of Asbestos Content Report</i> details only items that have been sampled, and, if applicable, the type of asbestos within said sample. This <u>does not</u> detail all asbestos materials present. See Appendix A <i>Photographic Asbestos Register</i>.</p>

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APPENDIX A

PHOTOGRAPHIC RECORD


PHOTOGRAPHIC ASBESTOS REGISTER
PHOTOGRAPHIC NON-ASBESTOS REGISTER
PHOTOGRAPHIC NO ACCESS REGISTER

KEYS

MATERIAL ASSESSMENT (MA) KEY	
The material assessment score is calculated by adding together the MC, ST and PT scores, and the score of the most dangerous asbestos type (AT).	
MC	Material Condition
ST	Surface Treatment
PT	Product Type
AT	Asbestos Type


ASBESTOS TYPE (AT) SCORING KEY	
1	Chrysotile
2	Amosite, Anthophyllite, Actinolite or Tremolite
3	Crocidolite

ALGORITHM SCORE & RISK LEVEL KEY	
Score	Risk Level
10 or >10	High Risk
7 - 9	Medium Risk
5 - 6	Low Risk
4 or <4	Very Low Risk

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APPENDIX A PHOTOGRAPHIC ASBESTOS REGISTER

Site Address	Tower House, Westgate Gardens, Canterbury, Kent, CT1 2DB
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FINDING REFERENCE:	1	LOCATION, DESCRIPTION & EXTENT	
		BUILDING:	Main Building
		FLOOR:	Basement
		AREA:	Store
		LOCATION:	To Walls
		DESCRIPTION:	Thermal Insulation Residue
		EXTENT:	4m ²
		ACCESSIBILITY:	Routinely disturbed


MATERIAL ASSESSMENT (MA)			SAMPLE INFORMATION	
MC:	Low Damage	1	LEVEL OF IDENTIFICATION:	Presumed
ST:	Surface Sealed / Enclosed Lagging & Sprays	1	SAMPLE REFERENCE:	Visual
PT:	Insulation/Coating	3	ASBESTOS TYPE 1 (AT):	Amosite
ASBESTOS TYPE (AT) SCORE:		2	ASBESTOS TYPE 2 (AT):	N/A
ALGORITHM SCORE:		7	ASBESTOS TYPE 3 (AT):	N/A
RISK LEVEL:		Medium	MATERIAL CLASSIFICATION:	Insulation/Coating

RECOMMENDATION:	Manage & Monitor Condition
SURVEYORS COMMENT:	Continue to manage and monitor item in situ.

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APPENDIX A PHOTOGRAPHIC ASBESTOS REGISTER

Site Address	Tower House, Westgate Gardens, Canterbury, Kent, CT1 2DB
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FINDING REFERENCE:	2	LOCATION, DESCRIPTION & EXTENT	
		BUILDING:	Main Building
		FLOOR:	Basement
		AREA:	Store
		LOCATION:	To Walls
		DESCRIPTION:	Thermal Insulation Residue
		EXTENT:	4m ²
		ACCESSIBILITY:	Easily disturbed


MATERIAL ASSESSMENT (MA)			SAMPLE INFORMATION	
MC:	Low Damage	1	LEVEL OF IDENTIFICATION:	Presumed
ST:	Surface Sealed / Enclosed Lagging & Sprays	1	SAMPLE REFERENCE:	Visual
PT:	Insulation/Coating	3	ASBESTOS TYPE 1 (AT):	Amosite
ASBESTOS TYPE (AT) SCORE:		2	ASBESTOS TYPE 2 (AT):	N/A
ALGORITHM SCORE:		7	ASBESTOS TYPE 3 (AT):	N/A
RISK LEVEL:		Medium	MATERIAL CLASSIFICATION:	Insulation/Coating

RECOMMENDATION:	Manage & Monitor Condition
SURVEYORS COMMENT:	Continue to manage and monitor item in situ.

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APPENDIX A PHOTOGRAPHIC ASBESTOS REGISTER

Site Address	Tower House, Westgate Gardens, Canterbury, Kent, CT1 2DB
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FINDING REFERENCE:	3	LOCATION, DESCRIPTION & EXTENT	
		BUILDING:	Main Building
		FLOOR:	Basement
		AREA:	Boiler Room
		LOCATION:	To Lining to Door
		DESCRIPTION:	Insulating Board
		EXTENT:	4m ²
		ACCESSIBILITY:	Easily disturbed


MATERIAL ASSESSMENT (MA)			SAMPLE INFORMATION	
MC:	Low Damage	1	LEVEL OF IDENTIFICATION:	Presumed
ST:	Surface Sealed / Enclosed Lagging & Sprays	1	SAMPLE REFERENCE:	Visual
PT:	Insulating Board	2	ASBESTOS TYPE 1 (AT):	Amosite
ASBESTOS TYPE (AT) SCORE:		2	ASBESTOS TYPE 2 (AT):	N/A
ALGORITHM SCORE:		6	ASBESTOS TYPE 3 (AT):	N/A
RISK LEVEL:		Low	MATERIAL CLASSIFICATION:	Insulating Board

RECOMMENDATION:	Manage & Monitor Condition
SURVEYORS COMMENT:	Continue to manage and monitor item in situ.

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APPENDIX A PHOTOGRAPHIC NON-ASBESTOS REGISTER

THERE WERE NO NEGATIVE ITEMS

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APPENDIX A PHOTOGRAPHIC NO ACCESS REGISTER

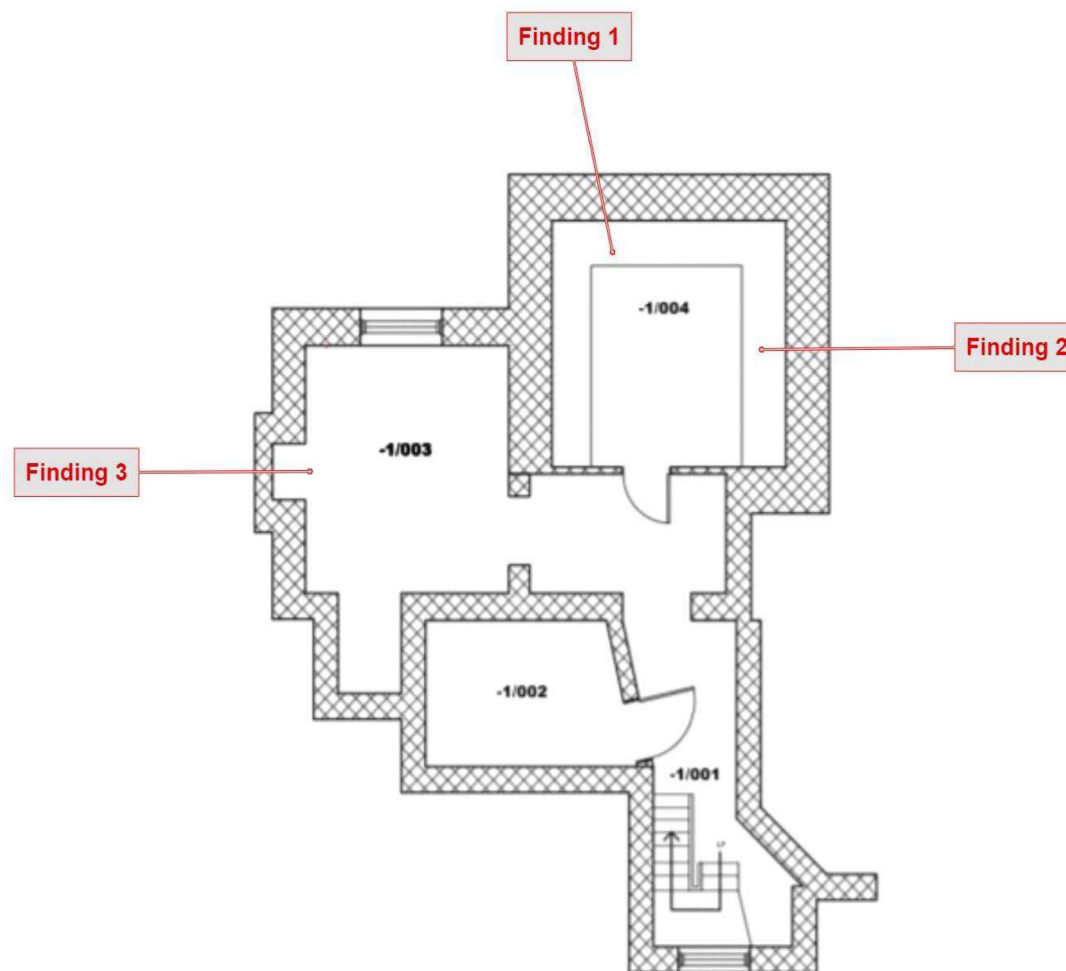
ALL AREAS WERE ACCESSED


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APPENDIX B

ANNOTATED FLOOR PLANS

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Client Details:	Canterbury City Council, Military Road, Canterbury, Kent, CT1 1YW	KEY			Building:	Main Building	 WWW.PAGROUPUK.COM E: RECEPTION@PAGROUPUK.COM 0845 474 0172
Site Address:	Tower House, Westgate Gardens, Canterbury, Kent, CT1 2DB	Finding	Finding	Finding	Floor:	Basement	
		ASBESTOS FINDING	NON ASBESTOS FINDING	NO ACCESS FINDING	Scale:	NOT TO SCALE	
					Purpose of Issue:	Asbestos Reinspection	


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APPENDIX C

DETERMINATION OF ASBESTOS CONTENT REPORT


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No additional samples were taken during the course of this survey.

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APPENDIX D


1.	RE-INSPECTION METHODOLOGY
2.	SAMPLE ANALYSIS
3.	REPORTING
4.	METHOD OF MATERIAL RISK ASSESSMENTS
5.	SAFETY INFORMATION
6.	STANDARD TERMS OF ENGAGEMENT

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1.0	RE-INSPECTION METHODOLOGY
1.1	INTRODUCTION
1.1.1	All re-inspections undertaken by PA Group are conducted by way of visual inspection of previously identified asbestos containing materials, with the material assessments based on the requirements of HSG264 Asbestos: The Survey Guide.
1.1.2	Prior to commencing any inspection, PA Group UK Limited request from the Client all/any available information in relation to the building, using our standard Services Proforma Questionnaire document. This document requests information such as whether the building will be occupied during our inspection, availability of power, water, parking or welfare facilities, general description of construction, and whether plans are available. This list is not exhaustive. Where provided, any information received will have been reviewed prior to this re-inspection commencing. If PA Group did not undertake the original survey, a request for the original survey report will also be made.
1.2	RISK ASSESSMENT
1.2.1	The risk assessment is compiled, based on the historic information to hand or of that provided by the Client at the time of the document being produced. An additional site-specific risk assessment has also been conducted by the surveyor during the initial site walkthrough upon arrival to the site.
1.2.2	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 Procedural Note 25 - Risk Assessment (Guidance Notes) for additional information relating to our risk assessment procedures.


2.0	SAMPLE ANALYSIS
2.1	<p>In normal circumstances, samples will not be taken during an Asbestos Re-Inspection. However, if the surveyor identifies a suspect material during the re-inspection that has not previously been identified/noted, a sample will be obtained for analysis to confirm or refute the presence of asbestos.</p> <p>All bulk samples (together with all site notes etc), will be submitted to the laboratory, situated at PA Group UK Limited's offices, for analysis. Upon receipt, samples will be logged, analysed and findings reported in accordance with HSG 248 "Asbestos: The Analysts Guide for Sampling, Analysis & Clearance Procedures" and our UKAS accreditation for this activity. Results are provided to the surveyor for inclusion in the report.</p>

3.0	REPORTING
3.1	Format, content, and number of copies required will have already been agreed in advance of site attendance and are produced in accordance with the requirements of 'HSG 264: The Survey Guide'.
3.2	Reports are produced either by, or under the supervision, of the surveyor. Once the report is compiled, it 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.
3.3	The standard PA Group UK Limited Survey Report will be produced in all instances unless specifically requested in writing and agreed by the Client.


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4.0	METHOD OF MATERIAL RISK ASSESSMENTS
4.1	The material risk assessment adopted by PA Group Limited exceeds the requirements detailed in 'HSG 264: The Survey Guide' and is in accordance with our in-house procedures and our UKAS Accreditation.
4.2	<p>The Material Assessment undertaken by a PA Group UK Limited Surveyor looks at the type and condition of the ACM, and the ease with which it will release fibres if disturbed.</p> <p>The system of Material Risk Assessment which has been adopted, is based on the algorithm stated within HSG264 (Asbestos: The Survey Guide).</p> <p>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.</p>


Materials Assessment		Algorithm Values	
MC	Material Condition (Range 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.
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, delamination and damage.		3	High damage or delamination of materials, sprays and thermal insulation. Visible asbestos debris
ST	Surface Treatment (Range 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
Is the surface of the material encapsulated, papered, painted, or covered?		3	Unsealed Lagging and Sprays
TY	Type of Asbestos (Range 0 to 3)	0	Non-Asbestos
		1	Chrysotile
		2	Amphibole Asbestos (Excluding Crocidolite)
Determined by laboratory analysis.		3	Crocidolite
PT	Product Type (Range 1 to 3)	1	Asbestos reinforced composites (plastics, resins, mastics, roofing felts, vinyl floor tiles, semi-rigid paints or decorative finishes, asbestos cement)
The range is 1 to 3.		2	Asbestos insulating board, millboard, other low-density insulating board, asbestos textiles, gaskets, ropes, woven textiles, asbestos paper and felt
		3	Thermal Insulation (pipe and boiler lagging), sprayed asbestos, loose asbestos, asbestos mattresses and packing.
Algorithm Significance The algorithm is a numerical way of considering 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.	

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5.0	SAFETY INFORMATION
5.1	CONFINED SPACES
5.1.1	<p>The Construction (Design and Management) Regulations and the Confined Spaces Regulations require that a healthy and safe atmosphere be maintained in confined spaces and that adequate testing shall be carried out to ensure that the atmosphere is safe before persons can enter.</p> <p>Confined spaces where there is a potential risk of:</p> <ol style="list-style-type: none"> 1) Explosion - volatile gases, oxygen enrichment. 2) Poisonous gases 3) Oxygen depletion 4) Presence of vermin <p>The operatives engaged in these works will not be subject to works with confined spaces. However, care will be taken in ensuring adequate ventilation is available during all activities.</p>
5.2	WORK AT HEIGHTS
5.2.1	<p>The Construction (Design and Management) Regulations and the Health and Safety Executive the Work at Height Regulations will be applied.</p> <p>An assessment into the requirement for working at height has been undertaken and in accordance with the appropriate legislation and guidance, suitable aluminium A frame ladders are deemed appropriate.</p> <p>Consideration has been taken based on the following:</p> <ol style="list-style-type: none"> 1) No single activity in a fixed position for longer than 30 mins is likely 2) All work at height is likely to be considered as 'light work', and not always impair the ability to maintain 3 points of contact. 3) Ladders in use will be footed as necessary 4) Ladders in use will have adequate hand holds 5) Works will not require overreaching or side loading 6) Works will not require use of the top 2 rungs of the ladders 7) Ladders will only be used where the work environment is of a flat and stable and uncluttered surface with no hidden traps or hazards 8) Operative are experienced in undertaking such works and in the safe use of A frame ladders <p>If during our works, our operatives or the surveyor feels it is unsafe to access specific high-level areas, a high-level access tower will be acquired and erected by a PASMA certified competent person (Certificate Number 208954).</p>
5.3	SAFETY & ACCESS EQUIPMENT
5.3.1	<p>Each surveyor will carry with them the following:</p> <ol style="list-style-type: none"> 1) Respiratory Protective Equipment (Sundstrom, Orinasal or Sabre Phantom, P3 Filter) 2) Personal Protective Equipment (Disposable Coveralls & Overshoes, Grade 2, Ear Plugs, Eye Protection, Gloves) 3) Bulk Sampling Kit (Hand Tools, Torch/Headtorch, Sample Bags, Wet Wipes, Drop Sheets, First Aid Kit) 4) Appropriate Ladders

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6.0	STANDARD TERMS OF ENGAGEMENT
Parties:	
1.	The Client which expression shall mean the party for whom the Agreed Work is being undertaken pursuant to the Proposal as herein defined.
2.	PA Group , whose registered office is Spring Lodge 172 Chester Road, Helsby, Cheshire, England, WA6 0AR (hereafter referred to as "PA")
Recitals:	
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.
2.	The services to be carried out under the Proposal in accordance with these Standard Terms of Engagement and the Proposal.
The Terms:	
1.	Engagement
1.1	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.
1.2	If a letter of reliance is not received in advance of us issuing the final report, we will not sign the provided letter.
2.	Standard of Care
2.1	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.
2.2	PA shall use all reasonable endeavours to perform the Agreed Work in accordance with all relevant environmental and safety legislation.
3.	Obligations of the Client
3.1	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.
3.2	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.
3.3	The Client shall take all steps to secure and otherwise keep safe all and any property and personal of PA.
3.4	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.
3.5	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.
3.6	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.
3.7	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.
4.	Confidentiality
4.1	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.
4.2	Subject to 4.1 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.
5.	Insurance
5.1	PA Group Ltd holds professional indemnity insurance in an amount for not less than Â£1,000,000 in the aggregate in any one year.
5.2	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
6.	Liability
6.1	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.

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6.2	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.
6.3	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 reasonable fees for the building in question and the client shall indemnify and keep PA indemnified 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 clause.
6.4	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
6.5	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.
7.	Ownership of Documents & Intellectual Property
7.1	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 of 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.
7.2	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 nonexclusive 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 of professional opinions contained therein. The Client shall have no right to grant sub-licences.
7.3	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 of 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 7 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 intellectual property is implied of granted under these Terms.
7.4	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 of 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.
7.5	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 of a third party and no liability can be accepted howsoever arising from such proposals.
8.	Payment
8.1	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.
8.2	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 of 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.
8.3	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.
9.	Limitation
9.1	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 of such other date as may be agreed in writing between the parties.
10.	Waiver
10.1	No failure by PA to seek redress for breeches 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.

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11.	Entire Agreement & Exclusion of Representations
11.1	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.
11.2	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.
11.3	For any variation to these Terms to be effective the variations must be in writing and signed by both PA and the Client.
12.	Notices
12.1	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 forty-eight hours after being posted.
13.	Delay & Force Majeure
13.1	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.
13.2	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.
14.	Governing Law
14.1	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.
15.	Termination
15.1	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 compounding with its creditors or having a receiver of 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.
15.2	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.
15.3	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.
16.	Assignment
16.1	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.
17.	Conflict
17.1	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.

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18.	Disputes
18.1	If 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.
18.2	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.
18.3	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.
18.4	<i>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.</i>
18.5	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.
18.6	<i>If the Agreed Work does not constitute a Construction Contract' as defined above then the following provisions shall apply.</i>
18.7	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 equally by the parties unless such experts shall decide one party has acted unreasonably in which case, he shall have discretion as to costs.
19.	Severance
19.1	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.
20.	Contracts (Rights of Third Parties) Act 1999
20.1	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.
21.	Asbestos Survey Terms
21.1	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.
22.	GDPR
22.1	<p>The General Data Protection Regulation (GDPR) will come into force in the UK on 25th May 2018 through a new Data Protection Act. We are committed to the principles of data security outlined in the GDPR and ensuring our compliance with our data protection obligations.</p> <p>In line with the new data protection laws, our policies have been amended and are listed below: -</p> <ul style="list-style-type: none"> • Communications Policy • Data Breach Notification Policy • Data Protection Policy • Policy on your Rights in relation to your data • Privacy Notice for Employees • Privacy Notice for Clients • Privacy Notice for Job Applicants • Subject Access Request Policy • Variation to Employee Terms and Conditions.