

CONDITIONS OF OFFER

TERMS AND CONDITIONS.

1. By employing Asbestosgrp you agree to the following terms & conditions.
2. Prices quoted will be valid for thirty days from the date of quotation. Payment of invoices to be 30 days from receipt of invoice.
3. Asbestosgrp reserves the right to alter the accepted price if a price rise is necessary due to any unforeseen circumstances or other external constraint.
4. Changes in report formats or advertising literature may be made without notice or liability on behalf of Asbestosgrp.
5. When requested, the customer is expected to pass on all relevant information, drawings COSHH assessments and any other risk assessments which may assist Asbestosgrp in undertaking their work onsite.
6. Sub-contractors used for accredited work shall only be used with the agreement of the customer who shall be informed in writing.
7. The services are provided to and for the benefit of the customer exclusively. Asbestosgrp shall not be liable to any third parties who seek to use the service.
8. Asbestosgrp shall have no liability to the customer for any loss, damage, costs or other claims for compensation arising from any instruction supplied by the customer which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late or non-arrival, or any other fault of the customer.
9. The entire liability of Asbestosgrp under or in connection with the agreement shall not exceed a multiple of 10 (ten) times Asbestosgrp charges for the provision of the services.
10. Asbestosgrp shall not be held liable to the customer or be deemed in breach of its contract by reason of any delay in performing, or any failure to perform any of the company's obligations in reason to the services, if the delay or failure was due to any cause beyond the company's reasonable control.
11. The customer shall indemnify and keep the company indemnified against all costs against damages or losses incurred or suffered by the company as a result of any claims made due to the infringement of any regulation, enactment of legislation by the customer.

HEALTH AND SAFETY

12. Asbestosgrp reserves the right to make any change in the specifications of the service which are required to conform to any health and safety or other statutory requirements.
13. Asbestosgrp personnel will not be allowed to undertake any work outside of our or any existing health and safety policy requirements of the site.
14. The customer is to supply qualified technicians or engineers to isolate all services where internal inspection by Asbestosgrp staff is required. This also extends to the inspection of lift motor equipment, moving plant, hot machinery, pipe work etc. or areas of premises which may be deemed to be of additional hazard.

ACCESS REQUIREMENTS

15. A certain amount of destructive inspections are required with all types of survey. No responsibility can be accepted for damage to the site in respect to this contract. Unless otherwise instructed and the appropriate safe guards implemented the amount of damage and destructive inspections will be determined on site at the time of the survey and be limited to the best safe practice for the site conditions
16. All equipment and access requirements for inspections of areas which fall outside the reasonable efforts or of our health and safety policy must be supplied by the customer or any costs incurred reimbursed by the customer.
17. Areas occupied during investigations will have to undergo an onsite risk assessment and this may cause additional limitations to the survey procedure or final report.
18. For all internal areas of the building to be accessed Asbestosgrp surveyors will require a contact in each area with access to keys etc. To carry out the survey, all areas within the scope of works must be accessible. Areas not accessed will be recorded within the report and presumed to contain asbestos.
19. All reasonable efforts are made to access and find any concealed asbestos. However, because of the way that asbestos is used in composite structures and inaccessible places it cannot be guaranteed that all asbestos materials have been located during surveys. All surveys will be carried out in accordance with HSE Guidance HSG 264 and with regard to the Control of Asbestos Regulations 2012.
20. Due to the nature and usage of asbestos materials Asbestosgrp cannot be held liable for omissions to any reports
21. Where possible the extent of destructive inspections and all areas which can be reasonably accessed will be agreed with the customer prior to commencement of the survey.
22. Where inadequate information has been provided by the client, inaccessible areas and limitations will be clearly noted and identified on the final submitted report, including Refurbishment / Demolition surveys. In accordance with the requirements on reporting within HSG 264, these areas will be noted as 'presumed to contain asbestos', with an explanation of our reasoning within the standard report format. These may then be accessed at later stage depending on client requirements, the extent of proposed work on site and our contractual obligations.  
  
Where the following elements are not declared by the customer prior to the start of the contract, access may be postponed in order to protect the H&S of Asbestosgrp employees and additional contract review shall be undertaken.

Potential Access restrictions:	Access to the following items may be restricted in light of the potential risk. This is normally due to the items being "live" or in confined or sealed environments. Where known and identifiable these are documented within the survey report and Presumed. Full access may require extensive demolition. <ul style="list-style-type: none"> <li>• Service ducts, risers, voids and cavities (concealed under floors, in voids etc.)</li> <li>• "Live" mechanical and electrical services (presumptions as to asbestos content will be made)</li> <li>• Lift shafts</li> <li>• Un-boarded or unsafe roof / loft spaces and any area at excessive height (presumptions will be made and attempts to make safe /access at height will be discussed with the client)</li> <li>• Internal fire proofing materials (i.e. fire doors etc.)</li> </ul>
Furniture, Fixtures and Fittings:	Furniture, fixtures or fittings shall be moved where possible during the survey. Access to areas obstructed by these items where known will be restricted and have been recorded within the survey report
Reasonable Access:	Access to voids, risers, ducts etc. was made through existing removable access hatches, panels, ceiling tiles etc. which can be replaced in the same condition, unless damage is required as part of the survey type. Where excessive damage is required especially in occupied areas his will be recorded at as no access. No access shall be made through known or presumed asbestos containing materials (ACM).
Materials at height:	Where the information regarding height of premises is not provided, not known or incorrectly represented by the customer then these elements shall be presumed to contain ACM.
Plans:	If plans of the premises to be inspected are not made available it cannot be ascertained if all areas have been identified or accessed. Where the premises are complex and in the absence of plans, Asbestosgrp cannot guarantee that all areas have been identified and it is the client's responsibility to check the accuracy of data presented and to presume any areas not shown on sketches. Any concealed or undiscovered areas or elements should be presumed to contain ACM.

23. All relevant plans must be supplied by the customer prior to the survey to ensure that all available areas are inspected. These plans will be used to record sample location points. If site plans are not available the customer must supply a competent person to show the surveyor the whole site. In any event a rough sketch plan/schematic of the areas investigated will be included in the report.
24. In order for Asbestosgrp to carry out a specific risk assessment the customer must supply all relevant existing information regarding asbestos and other risks on site prior to the commencement of the survey.

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