



ASBESTOS REFURBISHMENT SURVEY REPORT



Poole Park Engine Shed

Poole Park Miniature Railway

BH14 0J

Report URN: 187331-08082016

Date of Issue: 08/08/2016

QC: MD



RICS®



**ISO 9001
Quality Management**



**ISO 14001
Environmental Management**



**OHSAS 18001
Occupational Health and Safety Management**



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Client: Borough of Poole

Property: Poole Park Engine Shed, Poole Park Miniature Railway, BH14 0JP

1 Executive Summary

Further to your request, a refurbishment survey was carried out by Richard Sullivan at the above site on the 19/07/2016, as agreed within the scope of work.

This report must be read in conjunction with the service level agreement (SLA)

As per HSG 264 the priority assessment scoring must be compiled by consultation with the duty holder of the property and/or by an appropriate representative. This was achieved by receipt of the pre-survey questionnaire, site meetings and with discussion with Phil Qualter who is familiar with the activity and maintenance types etc. of the property at time the survey was conducted.

1.1 Asbestos containing materials (ACMs) were identified or strongly presumed in the following locations:

Floor/Position	Room/Area Name
0/Gnd Floor	Block 2 0/001 Workshop
External	Block 2 0/001 Workshop Front and Rear Elevation
External	Block 2 0/001 Workshop Whole Building

1.2 The following areas were not accessed at the time of the survey and as a result should be presumed to potentially contain asbestos:

Floor/Position	Room/Area Name	Location	Reason Not Accessed
All areas accessed within scope of survey			

1.3 The following asbestos materials were identified that require action:

Floor	Room/Area Name	Location	Product Type	Action Required
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet Ceiling	Cement	Encapsulate
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet to Gable Ends	Cement	Encapsulate
External	Block 2 0/001 Workshop Front and Rear Elevation	Corrugated Sheet to Gable Ends	Cement	Encapsulate
External	Block 2 0/001 Workshop Whole Building	Corrugated Roof	Cement	Encapsulate

2 Introduction & Scope of work

The refurbishment survey was carried out on the 19/07/2016 by Richard Sullivan for the Borough of Poole at the request of Les Lane. The areas included within the survey were to both Block 1 and Block 2, paying particular attention to the Block 2 roof.

The buildings were constructed in approximately the 1950's and consist of breeze block, brick and concrete with flat and pitched roof construction.

The survey was carried out in accordance with documented in-house methods based on HSG 264 Asbestos: The survey guide. This report complies with the standards required on UKAS branded reports in line with the accreditations of testing (ISO/IEC 17025:2005) and inspections (ISO/IEC 17020:2012).

In addition to identifying asbestos materials, the hazard presented by each occurrence, or suspected occurrence of asbestos has been quantified using in-house methods based on HSG 264 Asbestos: The survey guide and HSG 227 A Comprehensive Guide to Managing Asbestos in Premises. (See Appendices G and H).

Whilst the surveyor made every reasonable effort, Gully Howard cannot guarantee that all asbestos materials have been identified so caution must be taken during the refurbishment work.

A Sample from a material suspected to contain asbestos was taken and analysed to confirm the presence of asbestos in the material. If the material sampled was found to contain asbestos then other similar homogeneous materials used in the same way in the building were presumed to contain asbestos.

2.1 The following areas were not accessed at the time of the survey and as a result should be presumed to potentially contain asbestos:

Floor/Position	Room/Area Name	Location	Reason Not Accessed
All areas accessed within scope of survey			

3 Survey Results

Floor	Room/Area Name	Element	Material	Inspection Method	Asbestos Type	Extent	Damage	Surface Treatment	Accessibility	Material Assessment Category	Action Required
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet Ceiling	Cement	Visually Similar To	1	=<10 m(2)	Medium Damage	Enclosed Lagging - Painted AIB - Cement Sheet	Unlikely disturbed	5	Encapsulate
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet to Gable Ends	Cement	Visually Similar To	1	=<10 m(2)	Medium Damage	Enclosed Lagging - Painted AIB - Cement Sheet	Unlikely disturbed	5	Encapsulate
External	Block 2 0/001 Workshop Front and Rear Elevation	Corrugated Sheet to Gable Ends	Cement	Visually Similar To	1	=<10 m(2)	Medium Damage	Enclosed Lagging - Painted AIB - Cement Sheet	Unlikely disturbed	5	Encapsulate
External	Block 2 0/001 Workshop Whole Building	Corrugated Roof	Cement	Sample Taken	1	>10 m(2) =< 50 m(2)	Medium Damage	Enclosed Lagging - Painted AIB - Cement Sheet	Unlikely disturbed	5	Encapsulate

See appropriate location information sheets for more information (Appendix C) and for definitions of strongly presumed and presumed elements see Appendix F.

4 Conclusions and Actions

4.1 The survey identified the following ACMs:

Floor	Room/Area Name	Location	Product Type	Action Required
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet Ceiling	Cement	Encapsulate
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet to Gable Ends	Cement	Encapsulate
External	Block 2 0/001 Workshop Front and Rear Elevation	Corrugated Sheet to Gable Ends	Cement	Encapsulate
External	Block 2 0/001 Workshop Whole Building	Corrugated Roof	Cement	Encapsulate

The unsealed Asbestos cement corrugated roof, ceiling and gable ends located on site were found to have minor damage but would recommend that they be painted/encapsulated to stop any possible fibre release. However, the removal of cement products is considered to be non-licensed asbestos work and they can be removed by building contractors, providing they follow the HSE's Asbestos Essentials guidelines.

Within your duty to manage asbestos there is the specific requirement to monitor the condition of known and presumed asbestos-containing materials (ACMs).

ACM's identified require "monitoring" guidance on the frequency of that monitoring is given in the HSE document HSG 227: "The time period between monitoring will vary depending on the type of ACM, its location and the activities in the area concerned, but would not be expected to be more than 12 months in most cases".

Please contact me if you require any further information.



8th August 2016

Richard Sullivan
Senior Surveyor
For and on behalf of
GULLY HOWARD TECHNICAL LTD

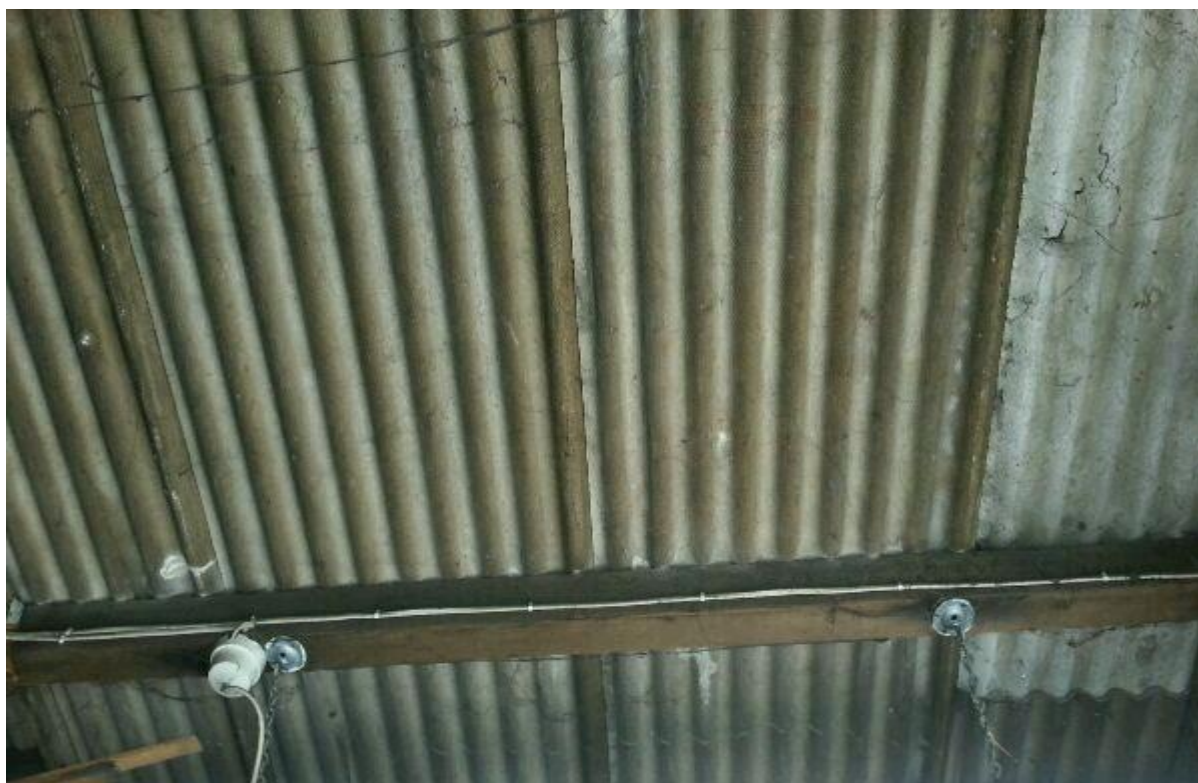
Report URN: 187331-08082016

Compiled: RS

QC: MD

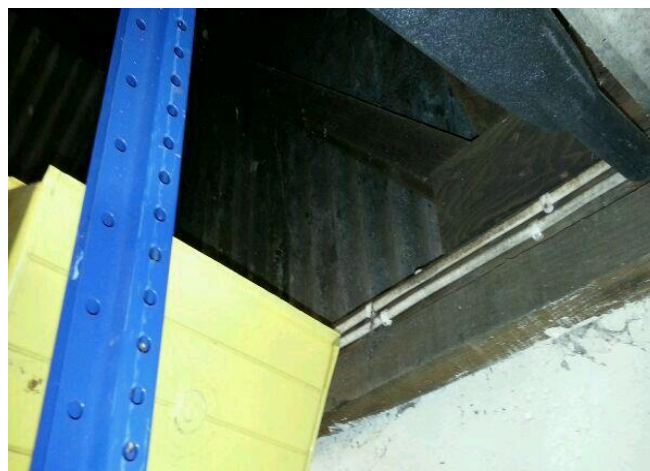
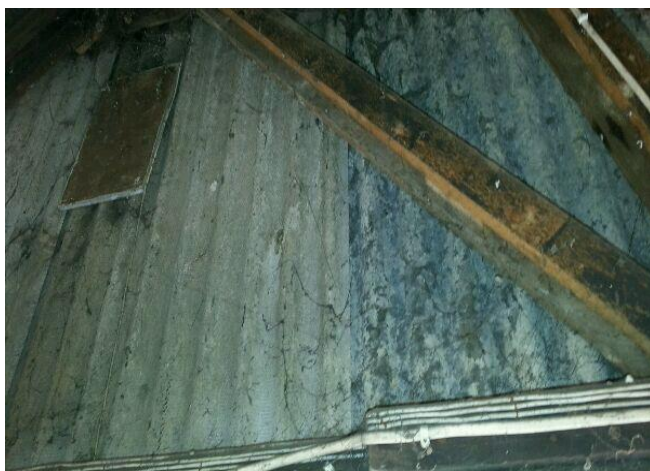
Appendix A - Location Information Sheets

ASBESTOS REGISTER : LOCATION INFORMATION		Floor / Position	0/Gnd Floor
		Room / Area Name:	Block 2 0/001 Workshop-
PRN NO:	0146	Location:	Corrugated Sheet Ceiling
Inspection Date:	19/07/2016	Material Type:	Cement
Inspection Type:	Visually Similar To	Inspection Result:	Strongly Presumed to be Asbestos
Quantity:	=<10 m(2)		



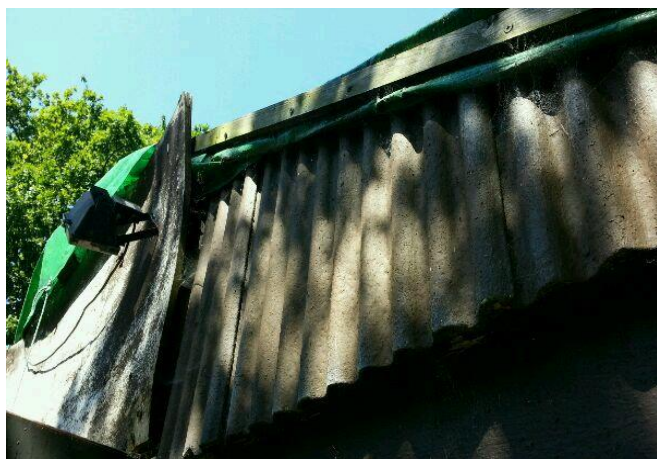
A. Material Assessment				Surveyor(s): Richard Sullivan			
Product Type:		1		Extent of damage:		2	
Surface Treatment:		1		Asbestos Type:		1	
Material Assessment Score		A =	5				
B. Priority Assessment				Main Activity	0	Secondary Activity	0
Location	2	Accessibility	0	Extent/amount	1	Number of Occupants	0
Frequency of use	2	Average time in use	0	Type of maintenance	1	Freq of maintenance	1
Priority Assessment Score		B =	3	Risk Assessment Score		A + B =	8
Action Priority Rating from A+B:				Low			
Recommendation:				Encapsulate			

ASBESTOS REGISTER : LOCATION INFORMATION		Floor / Position	0/Gnd Floor
		Room / Area Name:	Block 2 0/001 Workshop-
PRN NO:	0146	Location:	Corrugated Sheet to Gable Ends
Inspection Date:	19/07/2016	Material Type:	Cement
Inspection Type:	Visually Similar To	Inspection Result:	Strongly Presumed to be Asbestos
Quantity:	=<10 m(2)		



A. Material Assessment				Surveyor(s): Richard Sullivan						
Product Type:		1		Extent of damage:		2				
Surface Treatment:		1		Asbestos Type:		1				
Material Assessment Score		A =	5							
B. Priority Assessment				Main Activity		0	Secondary Activity	0		
Location		2	Accessibility	0	Extent/amount		1	Number of Occupants	0	
Frequency of use		2	Average time in use		0	Type of maintenance		1	Freq of maintenance	1
Priority Assessment Score		B =	3	Risk Assessment Score		A + B =	8			
Action Priority Rating from A+B:				Low						
Recommendation:				Encapsulate						

ASBESTOS REGISTER : LOCATION INFORMATION		Floor / Position	External
		Room / Area Name:	Block 2 0/001 Workshop Front and Rear Elevation-
PRN NO:	0146	Location:	Corrugated Sheet to Gable Ends
Inspection Date:	19/07/2016	Material Type:	Cement
Inspection Type:	Visually Similar To	Inspection Result:	Strongly Presumed to be Asbestos
Quantity:	=<10 m(2)		



A. Material Assessment				Surveyor(s): Richard Sullivan			
Product Type:		1		Extent of damage:		2	
Surface Treatment:		1		Asbestos Type:		1	
Material Assessment Score			A =	5			
B. Priority Assessment				Main Activity		0	Secondary Activity
Location		2	Accessibility		0	Number of Occupants	
Frequency of use		2	Average time in use		0	Freq of maintenance	
Type of maintenance		1	Risk Assessment Score		A + B =		
Priority Assessment Score			B =	3		8	
Action Priority Rating from A+B:				Low			
Recommendation:				Encapsulate			

ASBESTOS REGISTER : LOCATION INFORMATION		Floor / Position	External
		Room / Area Name:	Block 2 0/001 Workshop Whole Building-
PRN NO:	0146	Location:	Corrugated Roof
Inspection Date:	19/07/2016	Material Type:	Cement
Inspection Type:	Sample Taken	Inspection Result:	Asbestos Detected
Quantity:	>10 m(2) =< 50 m(2)		



A. Material Assessment				Surveyor(s): Richard Sullivan			
Product Type:		1		Extent of damage:		2	
Surface Treatment:		1		Asbestos Type:		1	
Material Assessment Score		A =	5				
B. Priority Assessment				Main Activity		0	Secondary Activity
Location		2	Accessibility		0	Number of Occupants	
Frequency of use		2	Average time in use		0	Type of maintenance	1
Priority Assessment Score		B =	4	Risk Assessment Score		A + B =	9
Action Priority Rating from A+B:				Low			
Recommendation:				Encapsulate			

Appendix B - Sample Analysis Certificate



UPRN: 0146

Page 1 of 1

Asbestos Fibre Identification Report

CLIENT: Borough of Poole

SITE ADDRESS: Poole Park Engine Shed, Poole Park Miniature Railway, BH14 0J

SAMPLED BY: Richard Sullivan

DATE SAMPLED: 19/07/2016

DATE ANALYSED: 20/07/2016

ANALYST: Peter M Grice

ANALYTICAL PROCEDURE

Fibre identification was carried out in accordance with the documented "in-house" methods (WI 05.00) based on the HSE Guidance Note HSG248. These employed stereo microscopy, polarized microscopy and dispersion staining techniques. This report complies with the standards required on UKAS branded reports in line with the accreditations of testing (ISO/IEC 17025:2005) and inspections (ISO/IEC 17020:2012).

RESULTS

Sample Reference	Location	Product Type	Asbestos Detected	Asbestos Type
187331-1	External – Whole Building – Corrugated Roof	Cement	Y	Chrysotile

NOTES:

1. Sample(s) were examined for the presence of 6 types of asbestos fibre: crocidolite (blue), amosite (brown), chrysotile (white), anthophyllite, actinolite and tremolite.
2. Samples collected by the client are evaluated using information provided by the client. For samples collected by the client the date of receipt is deemed to be the same as the date sampled.
3. Gully Howard Technical is a UKAS accredited laboratory for sampling and identification of Asbestos containing materials.
4. Comments, observations, and opinions, including product type, are outside the scope of UKAS accreditation.

SIGNATURE:

Analyst – Peter M Grice

On behalf of Gully Howard Technical Ltd

WS7

Issue 5

03/10/2014



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Directors: Michael Barber, Jonathan Grant, Grant Higgs, Dawn Sanders, Robert Smith Registered In England No. 5128356 VAT No. 841 5676 14

Appendix C - List of All Inspections

Floor	Room	Element	Method	Result	Material	Priority	Overall	Category	Comment
0/Gnd Floor	Block 1 0/001 Waiting Area	Ceiling including Platform	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Timber
0/Gnd Floor	Block 1 0/001 Waiting Area	Floor	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Concrete throughout
0/Gnd Floor	Block 1 0/001 Waiting Area	Walls	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Brick Build
0/Gnd Floor	Block 1 0/002 Office	Ceiling including Platform	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Timber
0/Gnd Floor	Block 1 0/002 Office	Floor	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Concrete throughout
0/Gnd Floor	Block 1 0/002 Office	Walls	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Brick Build
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet Ceiling HAZ07928	Visually Similar To 1	Strongly Presumed to be Asbestos	5	3	8	Low	Refurb
0/Gnd Floor	Block 2 0/001 Workshop	Corrugated Sheet to Gable Ends HAZ07929	Visually Similar To 1	Strongly Presumed to be Asbestos	5	3	8	Low	Refurb
0/Gnd Floor	Block 2 0/001 Workshop	Floor	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Concrete throughout
0/Gnd Floor	Block 2 0/001 Workshop	Walls	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Breeze block
0/Gnd Floor	Block 2 0/001 Workshop	Windows throughout	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Metal framed. Timber cladded.
External	Block 2 0/001 Workshop Front and Rear Elevation	Corrugated Sheet to Gable Ends HAZ07930	Visually Similar To 1	Strongly Presumed to be Asbestos	5	3	8	Low	Refurb
External	Block 2 0/001 Workshop Whole Building	Columns	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Concrete

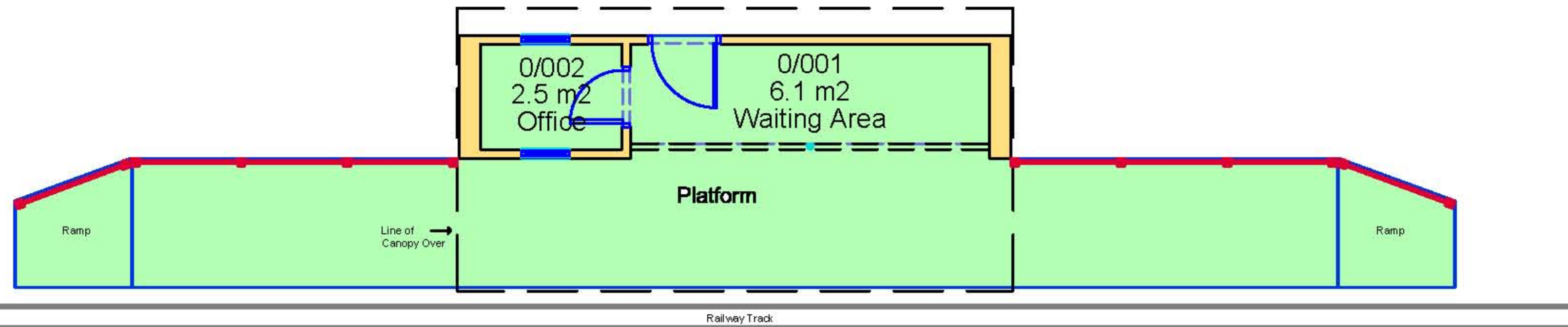
Poole Park Engine Shed, Poole Park Miniature Railway

Floor	Room	Element	Method	Result	Material	Priority	Overall	Category	Comment
External	Block 2 0/001 Workshop Whole Building	Corrugated Roof HAZ07931	Sample Taken	Asbestos Detected	5	4	9	Low	Refurb
External	Block 2 0/001 Workshop Whole Building	Walls	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Breeze block
External	Block 1 Platform Whole Building	Behind Soffits and Fascias	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb
External	Block 1 Platform Whole Building	Down Pipe	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Metal
External	Block 1 Platform Whole Building	Roof	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb
External	Block 1 Platform Whole Building	Soffits and Fascias	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb
External	Block 1 Platform Whole Building	Walls	Visual Inspection	No Asbestos Detected	-	-	-	-	Refurb - Brick Build

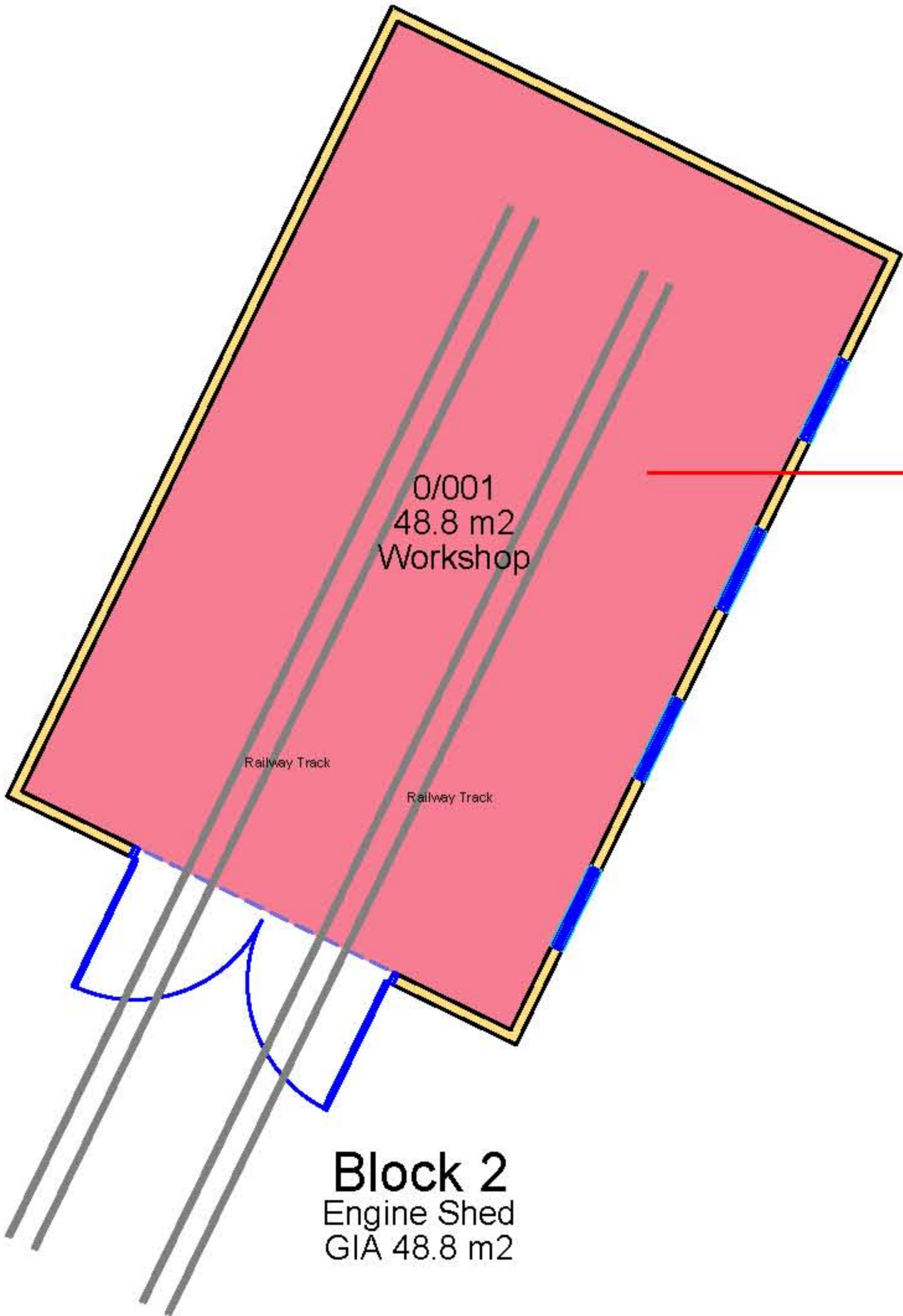
Appendix D - Quote

AS PER THE SERVICE LEVEL AGREEMENT (SLA)

Appendix E - Site Plan

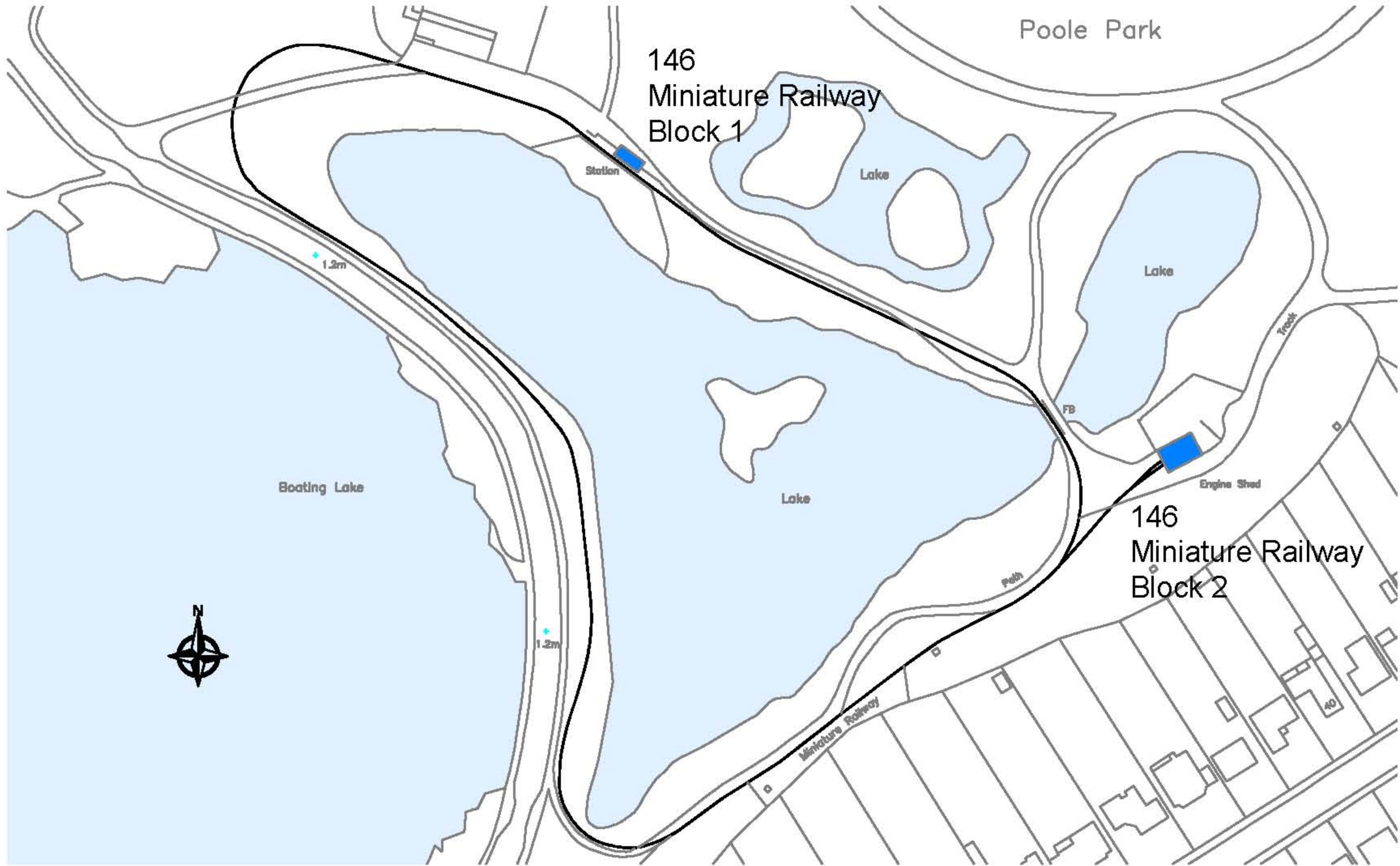


Block 1
Ticket Office
GIA 8.7 m²



Block 2
Engine Shed
GIA 48.8 m²

- HAZ07928
Corrugated
Sheet Ceiling
- HAZ07929
Corrugated Sheet
to Gable Ends
- HAZ07930
External -
Corrugated Sheet
to Gable Ends
- HAZ07931
External -
Corrugated Roof



Asbestos Legend

- Confirmed / Strongly Presumed Asbestos (room)
- Presumed Asbestos (room)
- No Asbestos (room)
- Confirmed / Strongly Presumed Asbestos (item)
- Presumed Asbestos (item)
- No Asbestos (item) NADIS
- NADIS No Asbestos Discovered In Sample
- N.A. Not Accessible: No survey or sample above/below/behind surface covering
- HAZ No. Item in Tf Report
- AIB Asbestos Insulation Board
- PB Plasterboard

This drawing is indicative only.
DO NOT SCALE.
Use figured dimensions only.
All dimensions are in millimetres
unless stated otherwise & information
should not be relied upon for any
purpose without on-site verification.

**Borough of
Poole**

ASSET MANAGEMENT
& PROPERTY SERVICES

Asset Name:
Poole Park Miniature Railway,
Station & Engine Shed
Poole Park Road, Poole

View:
Blocks 1 & 2
Ground Floor - Area Layout

Date: 07-Apr-2008 Drawn By: SDT Dwg Format: AutoCAD 3D

Scales:
A3 1:100

Drawing Number:
0146(B1,B2)0 (Area)

**Ground Floor
Area Layout**

Appendix F - Types of Survey

F.1 Management survey:

A management survey is the standard survey that should cover routine and simple maintenance work which could involve minor intrusive work and some disturbance. 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.

All areas should be accessed and inspected as far as is reasonably practicable. Areas should include under floor coverings, above false ceilings, and inside risers, service ducts, lift shafts etc. Surveying may also involve some minor intrusive work, such as accessing behind fascia and panels and other surfaces or superficial materials. The extent of intrusion will depend on the degree of disturbance that is or will be necessary for foreseeable maintenance and related activities. Management surveys are only likely to involve the use of simple tools such as screwdrivers and chisels. Any areas not accessed must be presumed to contain asbestos.

However, it has to be recognised that where 'more extensive' maintenance or repair work is involved, there may not be sufficient information in the management survey and a localised refurbishment survey will be needed. A refurbishment survey will be required for all work which disturbs the fabric of the building in areas where the management survey has not been intrusive.

F.2 Refurbishment or Demolition survey

A refurbishment or demolition survey is needed before any refurbishment or demolition work is carried out. They are intended to locate all the asbestos in the building (or the relevant part), as far as reasonably practicable. This type of survey is 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 and demolition survey may also be required in other circumstances, eg when more intrusive maintenance and repair work will be carried out or for plant removal or dismantling.

Under CDM, the survey information should be used to help in the tendering process for removal of ACMs from the building before work starts. However, where the asbestos removal may not take place for some time, the ACMs' condition will need to be assessed and the materials managed.

Appendix G - Presumption or Identification of ACMs

The duty to manage requirement in CAR 2012 regulation 4 allows materials to be “presumed” to contain asbestos. There are two levels of presumption:

G.1 Strongly Presumed

The material looks as if it is an ACM, or that it might contain asbestos. Examples include:

- Where laboratory analysis has confirmed the presence of asbestos in a similar construction material
- Materials in which asbestos is known to have been commonly used in the manufactured product at the time of installation (e.g. corrugated cement roof)
- Materials which have the appearance of asbestos but no samples have been taken.

G.2 Presumed

Examples include

- There is insufficient evidence to conclude that the material is asbestos free.
- Areas which cannot be accessed or inspected. In this situation any area not accessed or inspected must be presumed to contain asbestos unless there is strong evidence that it does not.

G.3 Non-Asbestos Building Materials

There are obvious materials which will be encountered during a survey which will not be asbestos e.g. wood, glass stone etc.

In addition to these, reasons to conclude that a material does not contain asbestos would be:

- Non-asbestos substitute materials were specified in the original building plans or in subsequent refurbishments
- The product was very unlikely to contain asbestos or have asbestos added, e.g. wallpaper, plasterboard
- Post 1985 construction (for amphibole ACMs such as insulating board)
- Post 1990 construction for decorative textured coatings (formulations containing asbestos were prohibited in 1988)
- Post 1999 construction

Appendix H - Materials Assessment Algorithm

Sample variable	Score	Examples of scores
Product type (or debris from product)	1	Asbestos-reinforced composites (plastics, resins, mastics, roofing felts, vinyl floor tiles, semi-rigid paints or decorative finishes, asbestos cement etc).
	2	Asbestos insulating board, mill boards, other low density insulation boards, asbestos textiles, gaskets, ropes and woven textiles, asbestos paper and felt.
	3	Thermal insulation (eg pipe and boiler lagging), sprayed asbestos, loose asbestos, asbestos mattresses and packing.
Extent of damage/ deterioration	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 deterioration of materials, sprays and thermal insulation. Visible asbestos debris.
Surface treatment	0	Composite materials containing asbestos: reinforced plastics, resins, vinyl tiles.
	1	Enclosed sprays and lagging, AIB (with exposed face painted or encapsulated), asbestos cement sheets etc.
	2	Unsealed AIB, or encapsulated lagging and sprays.
	3	Unsealed lagging and sprays.
Asbestos type	1	Chrysotile.
	2	Amphibole asbestos excluding crocidolite.
	3	Crocidolite.
Total		

Materials with assessment scores of:

10 or more	are regarded as having a high potential to release fibres, if disturbed
Between 7 and 9	are regarded as having a medium potential to release fibres
Between 5 and 6	are regarded as having a low potential to release fibres
4 or less	have a very low potential to release fibres

Appendix I - Priority Assessment Algorithm

Assessment Factor	Score	Examples for score variables
Normal occupant activity		
Main type of activity in area	0 1 2 3	Rare disturbance activity (eg little used store room) Low disturbance activities (eg office type activity) Periodic disturbance (eg industrial or vehicular activity which may contact ACMs) High levels of disturbance, (eg 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 100 m ² Confined spaces
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 (eg strings, gaskets) ≤ 10 m ² or ≤ 10 m pipe run >10 m ² to ≤ 50 m ² or >10 m to ≤ 50 m pipe run >50 m ² or >50 m 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 to <3 hours >3 to <6 hours >6 hours
I.1 Maintenance activity		
Type of maintenance activity	0 1 2 3	Minor disturbance (eg possibility of contact when gaining access) Low disturbance (eg changing light bulbs in asbestos insulating board ceiling) Medium disturbance (eg lifting one or two asbestos insulating board ceiling tiles to access a valve) High levels of disturbance (eg removing a number of asbestos insulating board ceiling tiles to replace a valve or for recabing)
Frequency of maintenance activity	0 1 2 3	ACM unlikely to be disturbed for maintenance ≤ 1 per year >1 per year >1 per month

Averaged scores for each section are added together to give the total priority assessment score.

Appendix J - Terms of Engagement

J.1 CONDITIONS OF ENGAGEMENT FOR ASBESTOS SURVEYS

1. Interpretation

1.1 In these conditions:

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

'COMPANY' means GULLY HOWARD TECHNICAL LIMITED (registered in England under number 5128356)

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

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

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

'SERVICES' means the provision of consultancy, testing, survey, training, inspection or other services for which the company undertakes to perform for The Client under the Contract.

'WRITING' includes electronic mail, facsimile transmission and comparable means of communication

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

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

2. Basis of the sale

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

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

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

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

3. Orders and specifications

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

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

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

3.4 No order which has been accepted by the Company may be cancelled by the Client except with the agreement in Writing of the Company and on condition that the Client shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as the result of cancellation.

4. Assignments and Sub-Contracting

4.1 The Company will perform the Services using its own staff. However, the company reserves its right to sub-contract the whole or part of the work and will notify the Client accordingly.

5. Price of Services

5.1 The price of the Services shall be the Company's quoted price. All prices quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Company without giving notice to the Client.

5.2 The Company reserves the right by giving notice to the Client at any time before commencement of the Service, to increase the price of the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), or any delay caused by any instructions of the Client or failure of the Client to give the Company adequate information or instructions.

5.3 Value Added Tax ("VAT") will be added to all charges at the rate applicable at the tax point at the time of invoice. Where the Client is registered for VAT within the European Union but outside the United Kingdom the work will be zero-rated provided The Company has been notified of the Client's VAT registration number. If the Client is not registered or The Company has not been so notified, VAT at the rate applicable at the tax point shall become payable.

6. Terms of payment

- 6.1 Subject to any special terms agreed in Writing between the Client and the Company, the Company shall be entitled to invoice the Client for the price of the Services on or at any time after commencement of the same.
- 6.2 The Client shall pay the price of the Services inclusive of VAT where applicable (but without any other deduction) within 30 days of the date of the Company's invoice in pounds Sterling. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
 - 6.3.1 cancel the Contract or suspend any further provisions of the Services to the Client. . Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.
 - 6.3.2 under The Late Payment of Commercial Debts (Interest) Act 1998, charge the Client interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Barclays Bank PLC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
 - 6.3.3 charge the Client the costs of recovery of any outstanding amount including legal costs and disbursements and charge any Bank charges incurred on representing cheques or requesting special clearance thereof.

7. Force Majeur

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

8. Accuracy

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

9. Confidentiality and Intellectual Property

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

10. Warranty and Limitation of Liability

- 10.1 The Company warrants to the Client that it is accredited by UKAS and that the Services (with the exception of advice and consultancy) will be provided in accordance with the accredited procedures of UKAS.
- 10.2 Except as expressly provided in this Contract and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services, (including any delay in providing or failure to provide the Services) whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 10.3 The Services are provided to and for the benefit of the Client exclusively and all collateral warranties are hereby excluded. The Company shall not be liable to any third party who seeks to use the Services without the Company's express written permission for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Services whether such defects or deficiencies are caused by the negligence of the Company or its employees or agents or otherwise.
- 10.4 The Company shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

Poole Park Engine Shed, Poole Park Miniature Railway

- 10.5 No liability is accepted by the Company for loss or damage howsoever caused to any goods or samples submitted for examination by the Client. Following examination of the goods or samples the remainder will only be returned to the Client upon written request. Unless the Company receives notice in Writing to the contrary the Company shall be entitled to dispose of all goods or samples within 6 months of the completion of the Contract.
- 10.6 Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury resulting from the negligence of the Company or that of its employees or agents.
- 10.7 The entire liability of the Consultancy under or in connection with the Agreement shall not exceed a multiple of 20 (twenty) times the Company's charges for the provision of the Services under the Contract.
- 10.8 The Client shall indemnify and keep the Company indemnified against all costs, expenses, damage or other losses incurred or suffered by the Company as a result of any claims made against the Company due to the infringement of any regulation, enactment or legislation by the Client.
- 10.9 The Client is under a duty to mitigate any losses howsoever caused.
- 10.10 The Client acknowledges and agrees that the limitation of liability contained in this clause is:
- 10.10.1 fair and reasonable;
- 10.10.2 reflected in the level of charges and of insurance cover carried by the Company
- 10.10.3 just and equitable having regard to the extent of the responsibility of the Company for any loss or damage suffered, on the basis that all other consultants, the contractor and any subcontractors who have a liability shall be deemed to have provided contractual undertakings to the Client on terms no less onerous than those contained in this Contract.
- 11. *Publicity***
- 11.1 The Company's name shall not be used in connection with the Contract for purposes of publicity promotion or advertising without the prior written approval of The Company. The Company may publish or join in publishing any description or illustration of the works with the prior consent of the Client.
- 12. *Non-solicitation of Staff***
- 12.1 The Client shall not solicit or entice away or seek to entice away from the Company to work for its business, whether as principal, agent, partner, director, employee, secondee or consultant, any person who is or was employed or engaged by the Company in providing the Services.
- 12.2 Should the Client be in breach of 13.1 above, then it shall pay to the Company a sum to cover the Company's reasonable losses in this matter.
- 13. *Data Protection Act 1998***
- 13.1 The Company is registered under the Data Protection Act 1998.
- 13.2 The Company may consult or register information about the Client and the conduct of the Client's account with a licensed credit reference agency. The Company may also consult a licensed credit agency about any credit information that they hold on the Client, or the Client's principal directors. The Company will keep a record of that search either on computer or on manual records.
- 13.3 As part of its marketing policy the Company may send to the Client from time to time details of its products and services. If the Client does not wish to receive these details then please contact Gully Howard Technical Limited, 5 St. George's Business Centre, St. George's Square, Portsmouth, Hampshire, PO1 3EY. Tel. 023 92728040.
- 14. *Dispute Resolution And Applicable Law***
- 14.1 Any dispute or difference arising out of or in connection with this Contract shall be referable at the option of either party to adjudication. The person who is to act as the adjudicator shall be agreed between the Client and the Company, the preferred adjudicator being ARCA/ATaC.
- 14.2 The contract shall in all respects be subject to and construed in accordance with English Law and the Client submits to the exclusive jurisdiction of the English Courts.
- 15. *Events of Default, Termination, Repossession, Suspension***
- 15.1 If:
- 15.1.1 the Client fails to pay any sums when due or otherwise materially breaches any of the terms of the Contract or any other terms agreed with the Company; or
- 15.1.2 the Client is, or for statutory purposes is deemed to be or appears to be unable to pay its debts as they become due, or the value of its assets is less than the amount of its liabilities (including contingent and prospective liabilities) or the Client otherwise becomes insolvent or suspends payment or threatens to do so or ceases to trade; or
- 15.1.3 the Client makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 15.1.4 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or
- 15.1.5 the Client ceases, or threatens to cease, to carry on business; or
- 15.1.6 where the Client is an individual or partnership, he or any partner dies; or
- 15.1.7 outside England and Wales anything corresponding to any of the above occurs; or
- 15.1.8 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client.

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

16. General

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

17. The Inspection

- 17.1 The purpose of the survey is to locate, as far as is reasonably practicable, the presence of asbestos-containing materials within the building fabric and assess their condition. Samples from materials suspected to contain asbestos will be taken and analysed to confirm or refute the Surveyor's judgement. The sampling strategy, i.e. the number of and size of samples taken, will follow guidance given in HSE document HSG 264 Asbestos The survey guide. If a material sampled is found to contain asbestos then other similar homogeneous materials used in the same way in the building will be presumed to contain asbestos.
- 17.2 Accessibility and Voids: The surveyor will inspect as much of the surface area of the structure as is practicable, but will not inspect those areas which are covered, unexposed or not reasonably accessible. The Surveyor will inspect all reasonably accessible parts of the structure up to 3m above ground level from a ladder, and other visible areas from ground level where appropriate. The Report will not purport to express an opinion about or to advise upon the condition of un-inspected parts and should not be taken as making any implied representation or statement about them. Parts of the building that are covered, unexposed or inaccessible (including, for example, areas that are hidden by heavy furniture) to the surveyor without the assistance of a carpenter or other person will not be inspected. No attempt will be made to access areas such as: sealed window units or doors, electrical fuse boxes, heater unit, voids within duct and walls. It will not therefore be possible to report conclusively that these parts of the property are free from asbestos.
- 17.3 Floors: Fixed floor coverings will not be lifted (unless specifically agreed prior to the start of works), nor will boards, trap doors, or duct/manhole covers unless they are readily accessible and can be lifted without damage.
- 17.4 Roofs: The Surveyor will, as far as reasonably practicable, inspect roof spaces. The Surveyor will have a ladder of sufficient height to gain access to a roof hatch or to a single storey roof not more than 3.0m above the floor or adjacent ground. It might therefore not be possible to inspect roofs above this height without prior arrangement.
- 17.5 Repairs: During the survey it will be necessary to take samples of suspected asbestos-containing materials. Once the sample had been taken the sample area will be sealed with paint and/or tape or filler.
- 17.6 Areas not Inspected: Any areas which would normally be inspected, but which the Surveyor was unable to access will be identified; these areas should be presumed to contain asbestos.

18. Samples

- 18.1 All samples collected on-site will be stored in the laboratory for a six month period before disposal.

19 Re-inspections

- 19.1 Only previously identified Asbestos containing materials (ACMs) are inspected to determine their condition and for the purpose of asbestos management. If other suspected ACMs are detected or areas previously inaccessible are accessible at the time of re-inspection then a new Asbestos management survey will need to be considered as they fall outside of the scope of a Re-inspection survey.