

18th November 2020

Suzie McNicholas
National Museums Liverpool
Museum of Liverpool
Pier Head
Liverpool Waterfront
L3 1DG

Our ref: Q054743

Dear Suzie

RE: Refurbishment Asbestos Survey

Following your request to provide a quotation for the aforementioned service, I have pleasure in enclosing :-

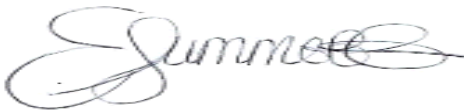
- | Description of the Survey
- | Itemised Quotation

We trust this is self-explanatory Suzie, but if anything is unclear or if you need further information, please do not hesitate to contact Adam Benson on his mobile – 07834920396

Should you wish to go ahead with this order, written order confirmation or an order number is required before any work will commence.

This quote is valid for 60 days.

Yours sincerely,



Emily Summerbell
Sales Support

Enc.



National Museums Liverpool

Our ref: Q054743

Description of the Survey

This quotation is for a refurbishment asbestos survey as per the scope of works within:

- | Q054743 - Juniper Street 1, Juniper Street, Liverpool, L20 8EL

The Survey

The survey will be carried out by an experienced and fully qualified surveyor employed by Eton Environmental Group Ltd.

This will be a refurbishment survey as defined in the HSE document HSG264.

The purpose of the survey is to assist duty holders in managing asbestos within premises. The survey is to provide sufficient information for an asbestos register and allow for the planning of removal of all ACMs as far as reasonably practicable from the premises prior to refurbishment.

In most cases the survey will have two main aims:

- | it must as far as reasonably practicable locate and record the location, extent and product type of any presumed or known ACMs;
- | it should determine and record the asbestos type, either by collecting representative samples of suspect materials for laboratory identification, or by making a presumption based on the product type and its appearance etc.

The survey may involve destructive inspection to some or all areas that can be reasonably and practicably accessed, unless deemed to be unsafe. All destructive access points will be made safe where deemed appropriate (e.g. with tape, polythene or hardboard) but we do not allow for decorative repair.

Please provide floor plans of the building. If floor plans are not provided prior to survey commencement, an extra cost will be charged for the production of CAD drawings within the survey report.

Samples

Samples will be taken of materials suspected of containing asbestos, in accordance with our documented in-house procedures and HSG264. All sampling methods are designed to reduce the risk of fibre release.

Where a suspect material has been sampled the sample point on the material will be made safe with an appropriate filler or tape.

Each sample will be uniquely referenced and analysed in our UKAS accredited laboratory for asbestos content and type.

Survey Report

We will provide the information as an electronic report (PDF) with sites identified uniquely.

To comply with HSG264 and to assist you to manage your asbestos risk we will provide the following:

- | Description of the survey, any limitations and areas to which access was not gained.
- | A description of the asbestos containing material present, including the type of asbestos and the condition of the material.
- | A risk rating score based on material condition that will allow you to prioritise recommended management and/ or control actions as required.
- | Marked plans or CAD drawings as requested. This will be charged at an extra rate as below if original plans are not provided prior to survey commencement.
- | Photographs where appropriate to illustrate typical incidences of asbestos.
- | Results table of asbestos containing materials.
- | Recommendations for management and control actions as required.
- | Estimates of area/ volume of asbestos containing materials located.

Quotation

Our fee to carry out this work on your behalf would be:

£925.00 + VAT

This would include mileage, travel time, bulk sample analysis and reporting

Payment terms are 30 days from invoice date. No retentions, no discounts.

All private clients/domestic residents will be requested to make payment in full prior to our attendance. This payment can be made via BACs, credit card or cheque. No retentions, no discounts

If floor plans are not provided prior to the survey commencement, the creation of CAD drawings within the survey report will be charged at a rate of £67.50 + VAT per hour.

If high level access equipment is required during the survey, this will be charged at current HSS Hire rate plus a 10% administration fee.

Accreditations and competencies

The following quality standards, accreditations and competencies underpin our services:

- | All surveyors are fully qualified and experienced
- | All Senior Consultants are BOHS Certified Competent Persons in Asbestos (CCP)
- | UKAS accredited for management, refurbishment and demolition asbestos surveys to ISO17020
- | UKAS accredited for air monitoring & four stage clearance to ISO170250
- | UKAS accredited for laboratory analysis for asbestos in bulk samples, soils, sediments and sludges to ISO17025
- | Constructionline
- | CHAS
- | Safe contractor

Limitations of survey

This asbestos survey will be undertaken in accordance with the requirements of HSE documents HSG264 "Asbestos: The survey guide" and HSG248 "Asbestos: The analysts guide for sampling, analysis and clearance procedures" and also Eton Environmental Group Ltd documented in house quality procedures as accredited by UKAS to ISO17020.

Part of the scope of a survey is to collect bulk samples from suspect ACMs found for analysis by a UKAS accredited laboratory to confirm or refute the surveyor's judgement. If a material is found to contain asbestos other similar homogenous materials used in the same way within the building may be strongly presumed to contain asbestos. The number of samples taken is dependent on the homogeneity of the material but the number should be sufficient for the surveyor to make an assessment of whether asbestos is present or not.

When a sample cannot be taken but the surveyor suspects that asbestos is present within the material, two levels of presumption can be made: one where there is a strong presumption that the material does contain asbestos but a laboratory identification has not been undertaken to confirm this; and a default situation where it must be presumed to contain asbestos because there is insufficient evidence to suggest it is not an ACM.

It should be noted that whilst the surveyor makes every effort to locate all suspect ACMs as far as is reasonably practicable, it cannot be guaranteed that all ACMs have been located. Some materials may be hidden within the fabric of the building, and may only come to light during refurbishment.

Where suspect ACMs are located during the survey it is not the policy of Eton Environmental Group Ltd to disturb this material in any way except to take a representative sample. Therefore, no responsibility can be accepted for the presence of further ACMs behind a suspect ACM.

Asbestos cement is a non-licensed asbestos material. Asbestos insulating board (AIB) is a licensed asbestos material. A competent, experienced surveyor will normally be able to visually identify most asbestos cement products. But, if visual identification is inconclusive, analysis will be needed to establish the asbestos type(s). If, after analysis of the asbestos types, there is still doubt about whether a material is an asbestos cement product, a water absorption measurement will be needed, following the methodology set out at www.hse.gov.uk/asbestos/essentials/cement.htm to decide whether the material is asbestos cement.

All material extent figures are as accurate as reasonably practicable and therefore not necessarily definitive for the purpose of tendering for removal without further conformation if required. Plans/ drawings within this report are not to scale.

If, at the time of the survey, access is not possible to certain areas, these are noted on the assessment reports. Until such time that these areas are inspected they should be presumed to have asbestos containing materials for the purposes of the asbestos management plan.

All reasonable efforts are made to locate ducts, cavities, voids, under-crofts etc as part of the survey. However, some of these areas may not come to light until after the survey has been completed e.g. because the information was not supplied prior to the survey.

This is a building survey only and does not include for any ground investigation outside of the footprint of the structure or structures surveyed or below the lowest level slab before the ground/ ground-bearing slab.

General Terms and Conditions of Business

1. Interpretation

In these terms and conditions, except where the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine and neuter genders and vice versa, and the following expressions shall have the following meanings.

Customer means the person to whom the quote/and or order acceptance is addressed to

Agreement means the contract for providing the services, this includes the Order Acceptance and the agreement to the General Terms and Conditions of Business unless where otherwise stated.

Commencement Date means the date stated on the written order acceptance

Business Days means the usual office times and days as set out by the banking business in the city of London.

Consultant(s) means such consultants that Eton Environmental Group Ltd may provide to act on its behalf in relation to the services.

Order Acceptance means Eton Environmental Group Ltd acceptance of the customer's written order for the services.

Authorised User means a person whom the customer has authorised to have access to the material by means of an Order Acceptance.

Services means the services annexed to the order acceptance.

Source Material means all information, reports, statistics, plans, drawings, analysis and data supplied by or on behalf of the customer to enable Eton Environmental Group Ltd to supply the services in accordance with the Order Acceptance.

Materials means the source materials, data from time to time maintained by Eton Environmental Group Ltd (whether or not on Eton Environmental Group Ltd site) and indexed, catalogued, formatted and archived in such a ways as to enable an Authorised user to search and access the same, including, without any limitations, all documents containing any or all of the information, applicable legislation, instructions, guidance notes, notices, forms, and checklists necessary to operate the system in respect of the Facility(ies)

Intellectual Property Rights means all patents, copyright, data base rights, trade names, trade marks, service marks, trade secrets, domain names, (whether or not any of them is registered including application for registration) and in relation to any system comprised in the services and any of the material, any rights under a license or consent and any right or form of protection of a similar nature or having equivalent of similar effect to any of them which may subsist In any part of the world

Facility(ies) means the premises as set out in the Intellectual Property Rights

Parties means the company and the customer

Person means any individual, firm or company or legally constituted Institution or other legal entity.

Special Conditions means any special conditions contained in or annexed to the Order Acceptance.

Specification means the specifications of the services annexed to the Order Acceptance.

Authentication System means the internal protocol number or other authentication systems by which the parties shall endeavour to ensure that access is given to Authorised Users.

Internal Protocol Number means the unique reference number as set out by Eton Environmental Group Ltd and the customer

Term means the period beginning on the commencement date and continuing until the agreement is terminated in accordance with condition 10 or special conditions.

The headings in these Terms and Conditions are for ease of reference only and shall not affect their interpretation.

2. Eton Environmental Group Ltd Obligations

Eton Environmental Group Ltd shall throughout the term:

Provide the services with a reasonable level of skill, care and diligence, in a good and workmanlike manner and in all material respects in accordance with the specifications.

Ensure that it's consultants are appropriately qualified and experienced to undertake their duties and require themselves at the facility in an orderly manner and to be dressed appropriately having regard to their duties and the environment in which they are to be performed.

Recommend a variation to the agreement if there is any material change to legislation or recommended practice which will require delivery or frequency of services to change.

Grant to the customer a non-exclusive, non-transferable license to use the system at or in respect of the facility and to make copies of such forms comprised in the Material as the customer may reasonably require to display or complete in order to comply with legislation.

Inform the customer if it becomes aware of anything which is likely to prevent Eton Environmental Group Ltd from fulfilling its obligations under the agreement

Endeavour to remedy any failure by Eton Environmental Group Ltd to provide the services materially in accordance with the specification. Such efforts investigating the causes of such failure and advising the customer of Eton Environmental Group Ltd efforts to remedy the same.

Maintain in force with reputable insurers such insurance and in such sums as Eton Environmental Group Ltd reasonably considers appropriate having regard, the nature of the services and the provisions of Condition 5

3. The Customers Obligations

The customer shall through out the term:

Pay the charges provided for in the charging schedule annexed to the Order Acceptance (together with any VAT thereon) within thirty (30) days after receipt of each of Eton Environmental Group Ltd invoices therefore and otherwise in the manner and at the frequencies provided for therein.

Provide or ensure the provision of the resources including, without limitation, all decisions, information and access (both to personnel and Facilities) required by Eton Environmental Group Ltd to enable Eton Environmental Group Ltd to provide the services in accordance with the specification and implement all reasonable recommendations from time to time made by Eton Environmental Group Ltd.

Maintain in force insurance cover which in nature and extent is sufficient to protect itself against any loss, damage, cost or expense for which Eton Environmental Group Ltd may be liable to the customer for breach of any of its obligations to the customer or in negligence.

Ensure the accuracy of all Source Material from time to time howsoever provided to Eton Environmental Group Ltd and that none of the Source Material will infringe the patent, copyright, database right, design right, trademark right, or any other Intellectual Property rights or Confidential Information of any person or defame any person.

Ensure so far as reasonably practicable that its employees, representatives, and agents do not act in such a way as to render the Customer in breach of any of its obligations to Eton Environmental Group Ltd.

The customer acknowledges that the provision by Eton Environmental Group Ltd of the services in accordance with the agreement will not absolve the customer from any statutory or other obligation to which it may from time to time be subject during the term.

4. Data Aggregation and Protection

Subject always to the provisions Condition 6, Eton Environmental Group Ltd may aggregate data collected, stored and maintained as part of the Material with Data collected, stored and maintained by Eton Environmental Group Ltd for and on behalf of other customers but solely for the purpose of analysis, benchmarking and production of unattributable statistics. The compilation and database copyright, database right and all other Intellectual Property Rights in such data as a database or compilation shall vest in Eton Environmental Group Ltd.

Eton Environmental Group Ltd shall:

Only act on the customer's instruction in relation to data that is or includes personal data within the meaning of the Data Protection Act 1998.

Operate technical and organizational measures to protect against unauthorised or unlawful processing of such data and against accidental loss or destruction of or damage to such data:

and Comply with its obligations under the Data Protection Act 1998.

Allow the customer's auditor's access to ensure that Eton Environmental Group Ltd are complying with the clause of the terms and conditions.

The provisions of Conditions 4.2.2 and 4.2.3 shall apply mutatis mutandis to the customer.

In this condition 4 'data' shall include all data processed by either of the parties or provided by a Party to the other together with all information and records generated during the Term.

5. Confidential Information

The parties shall not at any time, whether during or after the Term, disclose to any other person, or use for any purpose except as contemplated by the Agreement, any Confidential Information belonging to the other Party and shall endeavour to keep all such Confidential Information confidential (whether or not it is marked as such), except as provided by Condition 6.2 Any Confidential Information which is disclosed to one of the parties ('the relevant party') under or pursuant to the agreement may be:

Disclosed by the Receiving Party to any governmental or other authority or regularity body, to the extent required by law provided that the Receiving Party shall first have given the other party ('the disclosing Party') prompt advance notice of its obligation to disclose and cooperated with the Disclosing Party in an effort to narrow or avoid such disclosure, obtain any available protection order or the like; or

Disclosed by the Receiving Party to any person (and any employee of such person) who, with the Disclosing Party's prior approval, is carrying out research on behalf of the Receiving Party to the extent necessary for provision of the Services, subject to the Receiving Party first obtaining the Disclosing Party with a copy of a written undertaking from the person in question as nearly as practicable in the terms of this condition, to keep the confidential information confidential and to use the same only for the purposed for which the disclosure is made; or

Used by the Receiving Party for any purposes or disclosed by the Receiving Party to any other person, to the extent only that any part of the Confidential Information is, at the sate of this Agreement, or becomes at any time after that date (through no fault of the Receiving Party) public knowledge, provided that in doing so such Party does not disclose any part of the Confidential Information in question which is not public knowledge.

Either of the Parties may at any time request the return of the Confidential Information including, but not limited to, any and all written or physical embodiments of the Confidential Information that are then in the other Party's possession or under its control (including any physical or electronic copies). In the event of such request, the other Party shall comply except that it may elect instead to destroy Confidential Information that has become intermingled with its own Confidential Information.

6. Intellectual Property Rights

All Intellectual Property Rights in and relating to the System and the Material are and shall remain the exclusive property of Eton Environmental Group Ltd

The customer shall not do any act which may infringe or affect the Intellectual Property Rights nor use, copy, transform or store any of the material in any way (whether in an externally accessible computer or electronic Information retrieval system or otherwise).

The Customer shall immediately inform Eton Environmental Group Ltd upon becoming aware of any infringement of the Intellectual Property Rights and will fully cooperate with Eton Environmental Group Ltd in respect of any action which Eton Environmental Group Ltd may take in order to protect the Intellectual Property Rights.

7. Events beyond the Company's Control.

Eton Environmental Group Ltd shall not be liable wherever and to the extent to which the fulfilment of its obligations is prevented, frustrated, impeded and/or delayed as a consequence of any force majeure' and/or fire, explosion, flood, storm, act of God, governmental act, order or regulation, hostilities, civil disturbance, strike, labour difficulty (whether of Eton Environmental Group Ltd or any other person), machinery breakdown. Inability to obtain necessary materials from usual sources of supply, shortage of transport facilities or delay in transit or any other circumstances whatsoever and howsoever arising (whether or not of a class or kind before mentioned) beyond its reasonable control. Eton Environmental Group Ltd shall endeavour to overcome any such difficulties but reserves the right to cancel, suspend or vary its obligations under the Agreement.

8. Suspension of the Services

Subject to Condition 9.2, Eton Environmental Group Ltd may in good faith, in any of the circumstances provided for therein, from time to time by notice to the Customer suspend the provision of the services to the customer.

To be effective, a suspension notice must specify the effective date of suspension (which shall not be less than two (2) business days from the date of receipt of the relative notice by the Customer) of the services and such reasonable instructions in relation to such suspension as Eton Environmental Group Ltd may wish to issue, and which of the following shall be Eton Environmental Services' reason(s) for such suspension:

If any attempt is made by or on behalf of the Customer to remove any defects or deal with any errors in the System or if any development, enhancement or variation of the system or any part or component thereof is carried out by or on behalf of the Customer; or

If the Customer has failed to pay Eton Environmental Group Ltd' invoices in accordance with the provisions of the Agreement; or

If Eton Environmental Group Ltd has been instructed to do so by the Director General of Telecommunications Eton Environmental Group Ltd may at any time by reasonable notice to the Customer resume the provision of the Services.

9. Termination

Either of the Party may at any time terminate the Agreement forthwith by notice to the other;

If the other Party is in Material Default of any of its obligations under the Agreement and such Material Default is not capable of remedy or if capable of remedy is not remedied by the defaulting party within ten (10) business days of the notice from the other Party Specifying the material Default and requiring its remedy; or

If any of the following events shall occur to or in respect of the other Party, namely:

(1) The other Party has had a trustee, receiver, administrative receiver or similar official appointed over any part of its business or assets; or

(2) A petition has been presented or a meeting of the other Party has been convened for the purpose of considering a resolution for (or other steps having been taken for) the winding up of the other Party (otherwise than for the purpose of a bona fide scheme of arrangement or solvent amalgamation or reconstruction) or for the making of an administrative order; or

(3) A proposal has been made in respect of the other Party for a voluntary arrangement within Part 1 of the insolvency Act 1986 or for any other composition scheme of arrangement with (or assignment for the benefit of) its creditors; or

(4) The other Party is unable to pay its debts within the meaning of section 123 of the insolvency Act 1986 or if it sells, assigns, parts with or otherwise ceases to carry on the whole or a material part of its business; or

(5) A judgment has been obtained or a distress or execution has been levied or issued upon or against the chattels or property of such Party and the same has not paid out within twenty (20) business days.

Eton Environmental Group Ltd may at any time terminate the Agreement forthwith by notice to the Customer if the Customer is a partnership and the partnership is dissolved or if the Customer shall fail to notify Eton Environmental Group Ltd of any change which Eton Environmental Group Ltd reasonably deems to be material in relation to the nature of extent of the Services, including, without limitation the number and/or configures of any of the Facilities. For example (but not by way of limitation) Eton Environmental Group Ltd may reasonably deem to be material the acquisition by the Customer of any additional Facility, or a sale, lease or other disposal of any of the Locations, or the commencement of a new business activity on any of the facilities; or an increase in the number of employees employed at any of the Facilities which Eton Environmental Group Ltd reasonably considers may render any Material inaccurate, outdated or ineffective. If any of the events referred to in Conditions 10.1 or 10.2 occurs to a Party, the Party to which it has occurred shall forthwith notify the other accordingly.

Termination shall not entitle the Customer to be refunded and sum previously paid to Eton Environmental Group Ltd. Following termination, Eton Environmental Group Ltd shall be under no further obligation to provide the Services to any further or other services to the Customer. Termination shall not prejudice any rights of the Parties which may have accrued prior thereto.

On Termination, the Customer shall cease to use the System save that it may retain the case of an active system one hard copy of the records which it has produced using the System during the Term and which it is statutorily obliged to keep thereafter.

If the Customer cancels a scheduled visit 8-14 (eight to fourteen) day prior to visit date then 50% of visit charge will be made to the customer for settlement. If the visit is cancelled 0-7 (zero to seven) days prior to visit then 100% of the visit charge will be made.

10. Variations

The Agreement may be amended or modified in whole or in part at any time, but only by means of an agreement in writing duly executed by or on behalf of the Parties. Any purported amendment or modification in any other manner shall be invalid.

11. Delegation of Performance

Eton Environmental Group Ltd may perform all or any of it's obligations under the Agreement through any company which is a subsidiary or associate of Eton Environmental Group Ltd or of its holding company. The expressions 'subsidiary' and 'holding company' shall have the meanings ascribed to them by section 736 of the Companies Act 1985 (as amended) and one company shall be deemed to be an associate of another component is the first-mentioned company holds at least 20% of the issued ordinary share capital of the other company or vice versa.

12. No Assignment

The Agreement may not be assigned, mortgaged or charged by the Customer without Eton Environmental Group Ltd prior written consent, upon sale or transfer of any of the Facilities the Customer shall notify Eton Environmental Group Ltd within five (5) business days and the customer shall notify Eton Environmental Group Ltd of the details of the new owner.

13. No Waiver

No failure to exercise and no delay in exercising on Eton Environmental Group Ltd' part of any right, power or privilege arising under or in connection with the Agreement shall operate as a waiver thereof, not shall any single or partial exercise of any right, power or privilege. No waiver by either of the Parties shall be effective unless it is in writing in accordance with the Agreement.

14. Entire Agreement

The Agreement comprises the entire agreement and understanding between the Parties in connection with the provision of the Services by Eton Environmental Group Ltd to the Customer and all prior negotiations, documents and agreements in connection therewith are hereby superseded.

Each of the Parties hereby acknowledges that in entering into the Agreement, it does not do so in the basis of, and does not rely on, any representation, warranty or provision except as expressly provided herein or in the Order Acceptance and all Warranties or other terms implied by statute, convention, directive, common law, trade usage customer or otherwise are hereby excluded to the fullest extent permitted by law. Without prejudice to the foregoing, the Customer hereby waives any right it may have to claim damages for misrepresentation or rescind the Agreement unless it can establish that the misrepresentation was made fundamentally.

Eton Environmental Group Ltd' specifications, catalogues, leaflets, price lists and quotations (in whatever format, namely whether in written, electronic or any other form) do not constitute offers made by Eton Environmental Group Ltd.

15. Notices, Consents, Approvals and Requests

All notices, consents, approvals and requests in relation to the Agreement must be in writing and shall be valid if delivered personally or dispatched by recorded delivery mail or by facsimile transmission, or electronic mail addressed in accordance with the Order Acceptance and, if appropriate, to the address of the receiver, liquidator or other judicially appointed person having control or management of the affairs of the Party to be service. The Parties may change any of the notice particulars in the Order Acceptance relating to it by notice given to both the other in accordance with Condition 16.1. A notice, consent, approval or request so given shall be deemed to have been given.

- (i) If posted, three (3) business days after dispatch of the same; or
- (ii) If by telex or facsimile transmission provided that the same shall not have been received in a form which is unintelligible owing to errors in transmission; or
- (iii) If by electronic mail, on the day and at the time on which it is delivered to the other Party's electronic mailbox (es), as evidenced but advice of delivery sent back through the relevant electronic mail system(s) to the transmitting Party provided that in any such case, such notice, consent, approval or request shall have been confirmed by recorded delivery mail within two (2) business days.

16. Third party Rights

Save as provided in condition 12, no person who is not a party to the Agreement (including any employee, officer, agent, representative or subcontractor of either of the parties) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Agreement which expressly or by implication confers a benefit on that Person without Eton Environmental Group Ltd express prior written agreement, which agreement must refer to this condition.

17. Law and Jurisdiction

The formation, interpretation and performance of the Agreement shall be governed by English

Law and Eton Environmental Group Ltd and the Customer shall each submit to the non-exclusive jurisdiction of the English Courts.