

Terms of Business

(Including GDPR)

1. Terms of 'our services'

1.1 General Terms – The following terms and conditions apply to all quotations and sales with the company, except where modified in writing. They will be found to accord with the usual customers and statutory regulations in the industry and do not affect the clients' rights under the common law but are stated specifically to avoid misunderstanding. The placing of an order/letter of intent with the Company us by the Client shall be deemed to be his unconditional acceptance of these terms and conditions which shall override any terms and conditions stipulated by the client whether referred to or contained in his enquiry, order or otherwise. All relevant paperwork will be accepted as an official order. Hours of trade during normal working hours are (8am-5pm) Monday to Friday.

1.2 Asbestos Analysing Terms

- All samples received by clients should list site details including full address, locations of samples taken and description of sample(s)
- All samples received by us the company Asbestos Laboratory Services (UK) Ltd need to be double bagged as regulated by HSE - HSG264 Guidelines.
- Results and turnaround times are 2-3 days as standard. 1 day turnaround is agreed beforehand with client.
- Samples of material(s) will be examined to determine the presence of asbestos fibres, using Polarised Light Microscopy together with dispersion staining based on the HSE's guidance document HSG248 and Asbestos Laboratory Services' documented method. If samples have been delivered to the laboratory, the site address and sample location is reported as provided by the client. Reported results apply to samples as received. Asbestos Laboratory Services are not responsible for the accuracy or competence of the sampling by third parties. Under these circumstances, Asbestos Laboratory Services cannot be held responsible for the interpretation of the results shown. Opinions and interpretations are outside the scope of the UKAS accreditation. All entries under 'Fibre Type Detected' that contain (*) indicate that the sample was found to be deviating from policies defined in document TPS63 (UKAS Policy on Deviating Samples). As a result, the test result(s) may be invalid. The Determination of Asbestos Content Report shall not be reproduced except in full, without written approval of the laboratory. V2, or subsequent "V" numbers, after the report number signifies that the original certificate (or previous amended certificate) has been replaced.
- All samples will be retained for a minimum of six months.
- Certificates of Analysis are usually emailed directly to client, however, on request a hard copy may be provided.

1.3. Confidentiality

- Asbestos Laboratory Services takes customer confidentiality very seriously. Information obtained or created during the work undertaken must not be passed on under any circumstances to unauthorised personnel. Should any information be intended to be placed in the public domain, the customer must be informed in advance.
- Confidential information can only be released once agreement has been made between the laboratory and the customer. All correspondence is to be recorded and filed within the client correspondence folder. Where the release of confidential information is required by law, the customer must, unless prohibited by law, be notified of the information provided.

- For permanent employees of ALS, the confidentiality agreement is contained within the Employment contract. It is the responsibility of the Directors to maintain each staff member's personnel file and to ensure the employment contract is signed and filed.
 - Visitors to the offices of Asbestos Laboratory Services shall not be left unattended where customer information is on display (e.g., office area).
2. Terms of payment
- All payments are due 30 days from date of invoice subject to satisfactory credit rating. If the value of work exceeds £5,000 the company reserves the right to request an interim payment. All queries relating to this invoice should be raised within 10 days of the invoice.
 - Invoices are presented at month end to all commercial clients. Domestic clients will receive invoice on completion of work and are requested to pre-pay.
 - All prices are subject to VAT at the prevailing rate. All prices are subject to change and any increases are put in writing to client.
 - The company reserves the right to charge the client on overdue accounts at a daily rate
 - equal to 4% above the clearing bank base lending rate. The company reserves its statutory rights to claim interest and compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts & Interest Act 1998 if the client fails to make payment according to agreed credit terms.
 - Variation of terms and conditions - It shall be a condition that no variation in these terms and conditions shall be valid unless the same is in writing and signed by an authorised official of Asbestos Laboratory Services (UK) Ltd.
3. Equal Opportunities
- Asbestos laboratory Services (UK) Ltd are an Equal Opportunities Employer which makes genuine efforts to comply with the spirit and letter of the equality laws promotes a good and harmonious working environment in which employees will be treated with dignity and respect, and who does not discriminate unlawfully against or harass any person on the grounds of:
 - Sex
 - Pregnancy or maternity
 - Gender reassignment
 - Married or civil partnership status
 - Religious or similar philosophical belief
 - Political opinion
 - Racial group
 - Sexual orientation
 - Disability
 - Age
 - An equal opportunities employer also makes genuine efforts to ensure that its workplace and its employment policies and practices do not unreasonably exclude or disadvantage those job applicants and employees who have disabilities. To that end the employer complies with the duty to make reasonable adjustments that is imposed on employers in relation to such persons. An equal opportunities employer also operates recruitment and selection procedures that are fair and are based on the principle of selecting the best person for the job.

4. Data Protection – GDPR

Asbestos Laboratory services (UK) Ltd is committed to protecting and respecting your privacy.

This policy, and any other documents referred to within it, sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

The rules on processing of personal data are set out in the General Data Protection Regulation (the “GDPR”).

1. Definitions

Data controller - A controller determines the purposes and means of processing personal data.

Data processor - A processor is responsible for processing personal data on behalf of a controller.

Data subject – Natural person

Categories of data – Personal data and special categories of personal data

Personal data - The GDPR applies to ‘personal data’ meaning any information relating to an identifiable person who can be directly or indirectly identified by reference to an identifier (as explained in Article 6 of GDPR). For example, name, passport number, home address or private email address. Online identifiers include IP addresses and cookies.

Special categories personal data - The GDPR refers to sensitive personal data as ‘special categories of personal data’ (as explained in Article 9 of GDPR). The special categories specifically include genetic data, and biometric data where processed to uniquely identify an individual. Other examples include racial and ethnic origin, sexual orientation, health data, and trade union membership, and political opinions, religious or philosophical beliefs.

Processing - means any operation or set of operations which is performed on personal data or on sets of personal data, whether by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

Third party - means a natural or legal person, public authority, agency, or body other than the data subject, controller, processor, and persons who, under the direct authority of the controller or processor, are authorised to process personal data.

2. Who are we?

Asbestos Laboratory services (UK) Ltd is the data controller. This means we decide how your personal data is processed and for what purposes. Our contact details are: Asbestos Laboratory Services (UK) Ltd, Sycamore Court, North Leigh Business Park, North Leigh, Witney, Oxfordshire. OX29 6SW

For all data matters contact the directors at asbestoslabs@amiantus.co.uk - Telephone: 01993 868636

3. The purpose(s) of processing your personal data

We use your personal data for the following purposes:

Business communication in respect of the management and execution of professional asbestos analytical services and during normal related business practice.

4. The categories of personal data concerned

With reference to the categories of personal data described in the definitions section, we process the following categories of your data:

- Personal data: Name, address, E-mail address and telephone numbers.
- Bank details only when supplied to us by you to allow BACS payments for legitimate contracts and supply orders.
- Personal data for employees only: - Name, date of birth, NI number and tax references, previous employment and education details, address, E-mail address, telephone numbers and bank details.

We have obtained your personal data from information that you have supplied to us by word of mouth, telephone, email, or written correspondence and (where applicable) your website. We do not collect or hold data relating to racial and ethnic origin, sexual orientation, health data, trade union membership, political opinions, religious or philosophical beliefs.

5. What is our legal basis for processing your personal data?

a) Personal data (article 6 of GDPR)

Our lawful basis for processing your general personal data:

Consent of the data subject:

Processing necessary for the performance of a contract with the data subject or to take steps to enter a contract.

As consent form:

As parties to specific contracts of professional engagement, building contracts and Collateral Warranty agreements. Maintenance of records for contact and bank details as may be offered to Martin Spicer Consultancy Limited by suppliers and service providers.

Consent of the data subject:

Processing necessary for compliance with a legal obligation

As consent form:

Maintenance of records to meet statutory liability requirements. Maintenance of records to maintain proper company accounts.

Consent of the data subject:

Processing necessary to protect the vital interests of a data subject or another person

As consent form:

N/A

Consent of the data subject:

Processing necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

As consent form:

N/A

Consent of the data subject:

Processing necessary for the purposes of the legitimate interests of the data controller or a third party, except where such interests are overridden by the interests or fundamental rights or freedoms of the data subject

As consent form:

Maintenance of contact details as may be offered Asbestos Laboratory Services (UK) Ltd by a data subject in the course of normal business by way of personal contact, third party referral or general advertising. Contact and bank details as may be offered to Asbestos Laboratory Services (UK) Ltd by suppliers and service providers.

b) Special categories of personal data (article 9 of GDPR)

Our lawful basis for processing your special categories of data

Explicit consent of the data subject

Processing necessary for carrying out obligations under employment, social security or social protection law, or a collective agreement

As consent form

To meet our statutory or legal obligations in respect of our employment, tax, and National Insurance responsibilities.

Explicit consent of the data subject

Processing necessary to protect the vital interests of a data subject or another individual where the data subject is physically or legally incapable of giving consent

As consent form

N/A

Explicit consent of the data subject

Processing carried out by a not-for-profit body with a political, philosophical, religious or trade union aim provided that the processing relates only to members or former members (or those who have regular contact with it in connection with those purposes); and there is no disclosure to a third party without consent

As consent form

N/A

Explicit consent of the data subject

Processing relates to personal data manifestly made public by the data subject

As consent form

N/A

Explicit consent of the data subject

Processing necessary for the establishment, exercise, or defence of legal claims or where courts are acting in their judicial capacity

As consent form

Where professional appointments and agreements or contracts are applicable

Explicit consent of the data subject

Processing necessary for reasons of substantial public interest on the basis of EU or Member State law

As consent form

N/A

Explicit consent of the data subject

Processing necessary for reasons of preventative or occupational medicine, for assessing the working capacity of an employee, medical diagnosis, the provision of health or social care or treatment or management of health or social care systems and services based on EU or Member State law or a contract with a health professional

As consent form

Employment consent form signed by employee

Explicit consent of the data subject

Processing necessary for the reasons of public interest around public health

As consent form

N/A

Explicit consent of the data subject

Processing necessary for archiving purposes in the public interest, or scientific and historical research purposes or statistical purposes

As consent form

Normal company archives

6. Sharing your personal data

Your personal data will be treated as strictly confidential, and may be shared only with clients, suppliers (of both services and materials) and contractors who have legitimate association with the execution of existing and potential projects, contracts, and services.

7. How long do we keep your personal data?

We keep your personal data for a period of at least 12 years following the last contact or service provision to comply with legal, contract and insurance provisions and in association with the maintenance of normal professional archives.

8. Providing us with your personal data

You are under no statutory or contractual requirement or obligation to provide us with your personal data. But failure to do so will have the following consequences: - we will not be able to contact you or carry out any professional or business services on your behalf.

OR - We may require your personal data if it is a statutory or contractual requirement or a requirement necessary to enter into a contract.

9. Your rights and your personal data

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data:

- The right to request a copy of the personal data which we hold about you.
- The right to request that we correct any personal data if it is found to be inaccurate or out of date.

- The right to request your personal data is erased where it is no longer necessary to retain such data.
- THE RIGHT TO WITHDRAW YOUR CONSENT TO THE PROCESSING AT ANY TIME WHERE YOUR CONSENT WAS OUR LAWFUL BASIS FOR PROCESSING THE DATA
- The right to request that we provide you with your personal data and, where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable i.e., where the processing is based on consent or is necessary for the performance of a contract with the data subject and where the data controller processes the data by automated means).
- The right where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing.
- The right to object to the processing of personal data (where applicable i.e., where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics).

10. Transfer of data abroad

WE DO NOT TRANSFER PERSONAL DATA OUTSIDE THE EEA.

11. Automated decision making

WE DO NOT USE ANY FORM OF AUTOMATED DECISION MAKING IN OUR BUSINESS.

12. Further processing

If we wish to use your personal data for a new purpose, not covered by this Data Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

13. Changes to our privacy policy

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

14. How to make a complaint

To exercise all relevant rights, queries, or complaints please, in the first instance, contact Asbestos Laboratory Services (UK) Ltd, Sycamore Court, North Leigh Business Park, North Leigh, Witney, Oxfordshire. OX29 6SW

Email asbestoslabs@amiantus.co.uk If this does not resolve your complaint to your satisfaction you have the right to lodge a complaint with the **Information Commissioner's Office** on 0303 1231113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF, England.