

8 St James's Square
London
SW1Y 4JU

Our Ref: 11464_C001_JB_XX
20th August 2021

Dear Sirs,

Reliance Agreement – 11464 C001

We, Tyler Grange Group Limited (Consultant) have been engaged by Richborough Estates(Client) to carry out a Landscape & Visual Impact Assessment (Services) in relation to Land Land South West of Sandwich Road, Sholden (Property) and have prepared the following report:

11464_R06b_Landscape and Visual Impact Assessment_JB_HM (11th March 2021)

As requested by the Client, the Consultant agrees to allow **TBC** (Beneficiary) to use, copy and rely on the content of the named Report.

This agreement is made with the full knowledge and agreement of the Client; and in consideration of the payment of [one pound] (£1.00) by the Beneficiary to the Consultant. We confirm that the Report may be treated as if it were addressed to the Beneficiary and is intended for their benefit.

We warrant that in the preparation of the Report we have exercised all the reasonable skill, care and diligence as is to be expected of a properly qualified and competent member of our profession experienced in carrying out work similar in scope and character to the Services.

The Consultant also acknowledges that in agreeing to purchase the Property the Beneficiary shall be entitled to rely on the Consultant's skill and judgement as set out in the report. It is recognised that the Report and all associated Plans were prepared for planning application purposes only, not for construction, and the Beneficiary should recognise that issues covered in the Report and Plans are susceptible to change over time and the Consultant reserves the right to reach a different balanced judgement in response to changed circumstances.

Copies of the Report may be disclosed by the Beneficiary on a non-reliance basis, and for the purposes of information only without liability to:

Any prospective purchaser or tenant of the Property (or any development on the Property which was in the reasonable contemplation of the consultant at the time of the preparation of the Reports);

Any prospective funder of any development at the Property; and



Where disclosure is required by law, the regulation, court order, public authority or in respect of legal proceedings in connection with this report, on the basis that each of them wish to know what this report has been given and to be made aware of its terms.

The Beneficiary acknowledges that it shall be entitled to rely on the contents of the Report for a maximum period of 12 months after the Report was prepared. Owing to the dynamic nature of the work undertaken, if more than twelve months have elapsed since the Report was written, advice should be sought to determine whether update work is required. The findings of the Report should not be relied upon without such updated advice and we shall not be liable for any losses stemming from reliance on any Report more than 12 months after it was produced.

Tyler Grange Ltd will provide a formal quotation for work to be updated should that be required. Hard copies of reports or plans or edited versions will incur a cost and Tyler Grange Ltd will provide a formal quotation for any such work.

The construction, validity and performance of this agreement shall be governed by the law of England. The parties agree to submit to the exclusive jurisdiction of the courts of England.

In the event that the Beneficiary seeks to bring any claim or action against us, we shall be entitled to rely on any clause or condition of our original appointment with our original client.

Please acknowledge receipt and acceptance of this agreement by signing, dating and returning the enclosed copy of this letter.

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Signed for and on behalf of the Beneficiary

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Dated

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Signed for and on behalf of the Consultant

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Dated