



PURCHASER ADDRESS

21st January 2021

Dear Sirs

LETTER OF RELIANCE (LETTER) IN RELATION TO LAND AT CROSS ROAD, DEAL (PROPERTY)

1. We **Eddisons (trading as Croft Transport Planning & Design) (Consultant / we)** have been engaged by Gladman Developments (**Client**) (**Appointment**) by a contract dated May 2019 to carry out **transport planning and highway design advice** in relation to the Property and have prepared the followings report[s] (**Report[s]**) under that engagement:
 - Potential Station Road Improvements, 2243-F01 Rev O, May 2019
 - Proposed Access Arrangement, 2243-F02 Rev I, February 2019
 - Transport Assessment, 2243 (Issue 2), May 2019
 - Framework Travel Plan, 2243 (Issue 1), May 2019
 - Response to Highways England, July 2019
2. As requested by the Client, the Consultant agrees to allow **PURCHASER** to use, and rely upon the content of the Reports.
3. This Letter is made:
 - 3.1. with the full knowledge, understanding and agreement of the Client; and
 - 3.2. in consideration of the sum of £10 together with VAT thereon paid by the Recipient to the Consultant, receipt and adequacy of which the Consultant acknowledges.
4. The Consultant represents that the Reports were prepared by it exercising reasonable skill and care to be expected of a qualified and competent professional transport planning consultant experienced in preparing reports similar to the Reports.

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5. The Consultant agrees that the Recipient may rely upon the Reports in its capacity as transport planning consultant. The Recipient acknowledges and agrees that the Consultant shall have no wider duty, responsibility or liability to the Recipient under this Letter than it otherwise has to the Client. The Recipient may only rely on the Reports to the extent that they may be properly relied upon by the Client, and it shall not be entitled to bring a claim for loss or damage arising from or in connection with this Letter where, had such loss or damage been suffered by the Client, the Client would not be entitled to bring a claim.
6. The Consultant has in place and will maintain professional indemnity insurance covering its liabilities in respect of the Reports to a value of not less than £1m (**Insured Claim Amount**) for each and every claim (including all costs and expenses) for a period of 6 years from the date of last of the Reports (**Reliance Period**), provided always that such insurance is available in the UK on commercially reasonable terms and rates (and in the event such insurance is not available the Consultant will take out and maintain such insurance at the next highest limit available at commercially reasonable terms and rates). Further, upon the prior written request for the same, the Consultant will provide documentary evidence to the Recipient that the insurance required under this Letter is being maintained.
7. Notwithstanding the foregoing, the Recipient acknowledges that the Consultant obtains insurance on an annual, global basis and that the insurance to be maintained under clause 6 above and any other insurances that the Consultant has or maintains from time to time is not and are not specifically obtained for the benefit of the Consultant's provision of the Reports for the Client or for the benefit of the Consultant fulfilling its obligations to the Recipient under this Letter.
8. No action or proceeding under or in connection with this Letter, whether in contract or in tort or in negligence or for breach of indemnity or breach of statutory duty or otherwise, shall be capable of being commenced against the Consultant after the expiry of the Reliance Period.
9. Notwithstanding anything to the contrary contained in this Letter, and excluding in respect of death or personal injury caused by the Consultant's negligence, or fraud; the Consultant's total aggregate liability under or in connection with the Appointment and this Letter combined (whether in contract or in tort, in negligence, for breach of warranty, breach of indemnity, breach of statutory duty, breach of obligation or otherwise in connection with the Report[s]) shall be limited in total to an amount not exceeding the maximum total liability of the Consultant to the Client under the Engagement. In respect of any such breach

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the aggregate liability of the Consultant shall be allocated and shared between the Recipient, any subsequent assignees and the Client in such proportions as they may determine between them.

10. We confirm that the benefit of this letter of reliance may be assigned by the Recipient on not more than two occasions (to not more than one party in each instance) provided that the detailed particulars and commercial purpose/context of such further recipient(s) are provided in writing by the provision of reasonable notice in advance of any such assignment the Consultant (“**Valid Assignment**”). The parties acknowledge that the Consultant, in order to adhere to compliance and risk management requirements, will need to conflict check and risk assess any third party to whom it is asked to provide reliance rights, in advance. The parties acknowledge and agree that in order for a third party to rely upon the terms of any assignment of this letter, such assignment must constitute a Valid Assignment for the purposes of this clause.
11. This Letter and your agreement to it constitute the entire agreement and understanding between us in respect of their subject matter. Unless it is expressly states otherwise, this Letter does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Letter. Any notice to be provided by the Recipient to the Consultant must be in writing and sent by first class mail marked for the attention of the Managing Director of the Consultant and will be deemed received upon the second business day (any day Monday to Friday that is not a public holiday in the UK) after posting. No variation of this Letter is effective unless signed by both the Consultant and the Recipient.
12. This Letter shall be governed and construed in accordance with the laws of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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

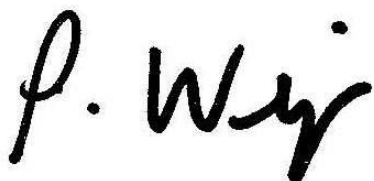
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 Signed for and on behalf of Eddisons Dated: 21 st January 2021	
..... Signed for and on behalf of PURCHASER Dated:..... Signed for and on behalf of PURCHASER Dated:.....

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