

Date

21/01/2021

GLADMAN DEVELOPMENTS LIMITED

Gladman House,
Alexandria Way,
Congleton,
Cheshire,
CW12 1LB

FAO Gladman Developments Ltd

RE: Land off Cross Road Deal: Archaeological Appraisal, Built Heritage Statement A101291

1 We refer to our reports as titled and referenced in paragraph 3 below (the Reports), which was originally prepared pursuant to an Appointment dated 01/03/2017 (the Appointment), in relation to Land off Cross Road Deal (the Project). The Appointment was made between us and Gladman Developments Ltd (the Client). The Appointment documents comprised an email dated 8th December 2016 from Mr P Gallagher of Gladman Developments, confirming the fee proposal issued on the 7th December 2016, subject to Gladman's standard terms and conditions. The Archaeological Appraisal and Built Heritage Statements were updated in 2019.

2 The Client agreed to this letter being provided.

3 The Report

- *Archaeological Appraisal for the site Land off Cross Road Deal, May 2019;*
- *Built Heritage Statement for the site Land off Cross Road Deal, April 2019*
- *The report reviews and assesses the archaeological potential of the Site;*
- *The report reviews and assesses the potential impact of proposed development of the Site on the significance and setting, insofar as the latter contributes to significance, of listed buildings in the proximity of the Site;*

4 In consideration of your paying to us the agreed fee of £1,500 and £2,200 plus VAT we warrant to you that in preparing the Report we have exercised the reasonable skill and care that may be expected of a competent and properly qualified Archaeological Consultant experienced in carrying out services similar to those commissioned in the Appointment.

5 Notwithstanding and without prejudice to anything in this letter that limits our liability to a lesser amount, and/or imposes on us a less onerous obligation, we shall be entitled in any action or proceedings brought by you to rely on any limitation or exclusion in the Appointment and to raise the equivalent rights in defence of liability as we would have against the Client under the Appointment.

6 In the event of a breach of our obligations in this letter that causes you losses, we shall be liable for the reasonable costs of repair, renewal and/or reinstatement of any part or parts of the Project to the extent that you reasonably incur such costs or you become liable either directly, or by way of financial contribution for such costs. We shall not be liable for other losses incurred by you.

7 Without prejudice to any other exclusion or limitation of liability, damages, loss, expense or costs, our liability shall be further limited to that proportion thereof as it would be just and equitable to require us to pay having regard to the extent our responsibility for the same and on the assumptions that:

- (a) all other consultants and advisers, contractors and subcontractors involved in the Project have provided to you contractual undertakings no less onerous than those set out in the second paragraph of this letter in respect of the carrying out of their obligations in connection with the Project; and
- (b) there are no exclusions or limitations of liability nor joint insurance or co-insurance provisions between you and any other party referred to in (a) above and any such other party who is responsible to any extent for such costs is contractually liable to you for the same; and
- (c) all the parties referred to in this paragraph have paid to you such proportion of such costs which it would be just and equitable for them to pay having regard to the extent of their responsibility for the same.

8 Our total aggregate liability to all parties having benefit from the Report shall be no greater than we owe to the Client under the Appointment.

9 We confirm to you that there is in force a policy of professional indemnity insurance covering our liabilities (but subject to current commonly included exceptions and exclusions) with a limit of indemnity of not less than required in the Appointment. We do not insure against the risk of terrorism.

10 We agree to maintain such insurance at all times for the period specified in our Appointment provided always that such professional indemnity insurance is available on commercially reasonable terms and rates and subject to all exceptions, exclusions and limitations to the scope of the cover that are commonly included in such insurance at the time the insurance is taken out or renewed as the case may be.

Yours faithfully,



Martin Brown

Associate, Archaeology

Tetra Tech (formerly WYG)

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