

DRAFT



To: [Client/Company Name]

Job Ref: SN/ HL/ BMW2914

Date: XXXXXXXXXXXXXXXXXXXXXXXX

Dear Sirs

Re: Reports on the site known as “Land at Sandwich Road, Sholden, Kent” (“the Site”)

We, BWB Consulting Limited, were retained by Richborough Estates Limited (“the Client”) to provide professional consultancy services in relation to the above Site under an appointment between us and the Client dated 11th September 2020 and instructed 18th September 2020 (the “Appointment”) and in relation to the preparation of the reports set out below:

- Flood Risk Assessment (BWB Ref: BMW-2914_FRA Rev P02, dated 05/03/21)
- Sustainable Drainage Statement (BWB Ref: BMW-2914-SDS Rev P02, dated 05/03/21)
- Air Quality Assessment (BWB Ref: BMW-2914-001 AQA Rev 3.0, dated 26/02/21)
- Noise Assessment (BWB Ref: BMW-2914-003 NIA Rev P03, dated 05/03/21)
- Utilities Assessment (BWB Ref: BMW-2914-UA Rev P05, dated 11/03/21)
- Phase 1 Geo-Environmental Assessment (BMW2914 GeoEnv Ph1 Rev P02, dated February 2021)

(“the Reports”)

[Client/Company Name] Richborough Estates Limited (“the Client”) have asked us to provide this reliance letter to [THE COMPANY TO which this letter is addressed] (“the Recipient”).

In consideration of the payment of [XXX] thousand pounds (£ [XX,XXX]) by the Recipient to us, we confirm that in preparing the Reports we have used the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in carrying out work similar in scope and character.

We grant to you an irrevocable, royalty-free, non-exclusive licence to copy and make use of for any purpose relating to the Project (save for any extension of the Project) all final documents and drawings, (and the designs contained in them) (the “Intellectual Property”) which have been prepared by us in connection with the Reports, provided that we may revoke this licence on seven days’ notice following non-payment of any sums payable to us under this letter or the Appointment (following which the Recipient shall not be entitled to copy or use the Documents for the period the licence is suspended).

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Registered in England and Wales Company No. 5265863

The Recipient acknowledges that BWB Consulting Limited has not and is under no obligation to update the Reports following the date of issue of the Reports and that the warranty provided by us excludes any changes in environment, capacities or other circumstances that may have occurred since the date of issue of the Reports.

We shall not be liable for any use of the Reports by the Recipient for any purpose other than that for which the same were prepared and provided by us or on our behalf. The Recipient shall not be entitled to transfer the benefit of this letter to any other party without our prior written agreement. The Recipient in no circumstances shall provide the Documents to any third party without our prior written consent. Further, we shall have no liability to the Recipient and the Recipient shall indemnify us and keep us indemnified against any losses, claims, costs, damages, or expenses arising out of in connection with the use of the Documents by any third party to whom the Recipient provides any Documents.

We confirm that we will maintain Professional Indemnity Insurance with a limit of not less than £1,000,000 (one million pounds) for any one occurrence or series of occurrences arising out of any one event (except where claims arise out of asbestos, pollution or contamination, where the indemnity shall be in the aggregate per policy period) , and will maintain such insurance until the expiry of 6 (six) years after the date of the Reports, provided that such insurance remains available in the market at commercially reasonable rates and on commercially reasonable terms.

We shall not be liable under or in relation to this letter after the expiry of 6 years from completion of the Reports, provided that:

1. we shall have no greater and/or no longer lasting liability to you under or in connection with this letter and/or the Reports than we would have had if you had been named as a joint client, with the Client, under the Appointment; and
2. we shall be entitled in any action or proceedings by you to rely on any limitation or exclusion in the Appointment and to raise the equivalent rights in defence of liability (including set off) as we would have against the Client under the Appointment but not to the extent that we will contend the Client has suffered no loss.

Our liability under or in connection with this letter shall not exceed such sum as it would be just and equitable for us to pay, having regard to the extent of our responsibility for the loss and/or damage and on the assumption that all third parties who are responsible for the loss and/or damage have paid to the Recipient such sums as it would be just and equitable for them to pay.

We shall not under any circumstances whatsoever be liable to you for any direct or indirect loss of profits, business revenue, goodwill or anticipated savings or for any indirect or consequential loss or damage of any kind arising out of or in respect of or in connection with this letter and/or the Reports.

Nothing in this letter confers or purports to confer on any third party any benefit or any right to enforce any term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

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

Yours sincerely,

Signed:

Name: **Director – BWB Consulting Limited**

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