

LETTER OF RELIANCE

IT IS AGREED as follows:-

1. Interpretation

1.1 In this Agreement unless the context otherwise requires:-

“**Report**” means:

- (i) Archaeological Appraisal Revision 3 – April 2017
- (ii) Built Heritage Statement (reference A101293 rev D) dated April 2017

“**Site**” means the [.....].

“**Appointment**” means the appointment between Gladman Developments Limited (“**Employer**”) and the WYG Environment Planning Transport Limited (“**Consultant**”) dated [.....] a copy of which are appended to this Agreement.

“**Beneficiary**” means [.....]

1.2 References to the Consultant and **the Beneficiary** shall be deemed to include their successors in title and assigns.

2. Acknowledgement and Agreement

2.1 As requested by **the Beneficiary** and in consideration of the sum of £250 plus VAT (two hundred and fifty pounds) paid by **the Beneficiary** to the Consultant the Consultant agrees to allow **the Beneficiary** to use copy and rely upon the Report.

2.2 The Consultant warrants in preparing the Report it has exercised all the reasonable skill care and diligence as is to be expected of a properly qualified and competent consultant experienced in carrying out work of a similar size, scope and complexity to that undertaken in the Report.

2.3 The Consultant hereby acknowledges that it owes **the Beneficiary** a duty of care.

2.4 The Consultant agrees to allow **the Beneficiary** the use and reliance upon the Report in all respects as if the Report had been prepared for and on behalf of and addressed to **the Beneficiary** for its originally intended purpose.

2.5 The Consultant warrants and undertakes to **the Beneficiary** to maintain with a reputable insurance company carrying on business in the United Kingdom from the date hereof and for a period expiring no earlier than six (6) years from the date of the Report and notwithstanding the termination for any reason of the Consultant's engagement under its appointment professional indemnity insurance with a limit of indemnity of at least two million pounds (£2,000,000.00) in respect of each and every claim but in the aggregate for all claims relating to pollution, contamination and asbestos provided always that such insurance continues to be available to the Consultant in the United Kingdom market upon reasonable terms and at commercially reasonable rates.

2.6 The Consultant grants to **the Beneficiary**, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to use and reproduce for any purpose relating to the Site all documents, reports, drawings, calculations and specifications (and the designs contained in them) which have been or will be prepared by the Consultant or on its behalf in connection with the Report[s], and the Consultant agrees to supply to the **Beneficiary** on request copies of such materials (subject to reimbursement of the Consultant's reasonable copying charges). The Consultant will not be liable for any misuse of the Report[s] other than for the purpose for which they were prepared by or on behalf of the Consultant.

2.7 The Consultant agrees that under the terms of this Deed **the Beneficiary** shall be entitled to the use of and reliance upon the Report.

3. Assignment

3.1 **The Beneficiary** may assign the benefit of this Deed without the consent of the Consultant on two occasions only and **the Beneficiary** shall notify the Consultant in writing following any such assignment specifying the name and address of the assignee and the date of this Assignment.

3.2 Any assignee under Clause 3.1 above will be bound by the terms of this Deed.

4. Jurisdiction

The construction and performance of this Agreement shall be governed by and construed in accordance with the laws of England.

5. **Third parties**

Nothing in this reliance agreement confers or purports to confer on any third party any benefit or any right to enforce any terms of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

6. **Liability**

6.1 Notwithstanding and without prejudice to anything in this letter that limits the Consultant's liability to a lesser and/or imposes on the Consultant a less onerous obligation, the Consultant shall be entitled in any action or proceedings brought by the Beneficiary to rely on any limitation or exclusion in the Appointment or Report[s] and to rely on any equivalent rights in defence as the Consultant would have against the Employer under the Appointment.

6.2 The Consultant's aggregate liability to all parties having the benefit from the Report[s] shall be no greater than the Consultant owes to the Employer under the Appointment.

Signed by

For and on behalf of the Consultant

Appendix 1
The terms and conditions of Appointment



Microsoft Word
97-2003 Document
