

To: #####

13th August 2021

Dear Sir or Madam,

Land south-west of Sandwich Road, Sholden (the “Project”)

We are the authors of the following document:

Heritage Statement (P20-2511) dated December 2020 (the “Report”).

We are the overseers of the following document:

Geophysical Survey Report Land off Sandwich Road, Sholden, Kent by Sumo Surveys (00920) dated November 2020 (the “Geophysical Survey Report”)

For the consideration of £10.00 plus VAT by [] (company number []) (“the Recipient”) , receipt of which the Consultant now acknowledges, and at the request of [] (“the Client”), we, Pegasus Planning Group Limited (“the Consultant”), hereby confirm that the Recipient may use, copy and rely on the content of the Report for the purposes of [].

The copyright in all drawings, specifications, calculations and other documents prepared by us [or on our behalf] in connection with the appointment made between [] and [] and dated [] (“the Appointment”) and the Project (including but not limited to the Report and the Geophysical Survey Report) shall remain vested in the Consultant, but the Consultant hereby grants to the Recipient a royalty-free, irrevocable and non-exclusive licence to copy and use the Report and the Geophysical Survey Report and to reproduce the designs contained in them for any purpose relating to the Project provided that the content of the Report or Geophysical Survey Report shall not be modified in any way without the consent of the Consultant. [Where the Consultant does not own the copyright in such documents it shall use reasonable endeavours to procure the grant of an equivalent licence].

The Consultant shall not be liable for any use by the Recipient of such documents for any other purpose than that for which they were prepared and/or provided. [The Recipient and any other beneficiary should recognise that issues covered in plans are susceptible to change over time and we reserve the right to reach a different judgement in response to changed circumstances].

[The licences referred to in this letter shall include the right for the Recipient to grant sub-licences in the terms of this licence transferrable to third parties without the Consultant's consent]. Subject to the Client paying the Consultant's reasonable photocopying charges, the Consultant shall provide to the Recipient copies of such documents on request.

The Consultant warrants that it has used the reasonable skill and care to be expected of a professional competent and experienced consultant of the relevant discipline in the preparation of the Report and in the overseeing of the preparation of the Geophysical Survey Report by Sumo Surveys.

The Consultant shall maintain, with reputable insurers carrying on business in the United Kingdom, from the date of the Report or the Geophysical Survey Report until 6 (six) years after the date of the relevant document, professional indemnity insurance with a limit of not less than £10,000,000 (ten million pounds) for any one claim or series of claims arising out of any one event in relation to the Report or the Geophysical Survey Report (provided that such insurance remains available in the market to organisations of equivalent size and type to the Consultant at commercially reasonable rates and on commercially sensible terms). Upon request the Consultant shall produce to the Recipient documentary evidence that such professional indemnity insurance is being maintained.

No actions or proceedings arising from a breach of this letter shall be commenced against the Consultant after the expiry of 6 (six) years from the date that the Report or Geophysical Survey Report was prepared and issued. [The Consultant's obligations and liabilities to the Recipient shall be no greater whether in scope or duration than the Consultant's obligations within the original Appointment and the Consultant shall be entitled to rely in defence of liability to any claim brought under this letter on any limitation or equivalent right of defence in the Appointment as if in both instances the Recipient had been named jointly with the Client under the Appointment].

The Recipient may assign the benefit of and its benefits and rights under this letter on a maximum of (2) two occasions by giving written notice to the Consultant.

Executed as a deed by

PEGASUS PLANNING GROUP

acting by a director

Executed as a deed by

[]

acting by a director

In the presence of:

In the presence of:

Witness' Signature:

Witness' Signature:

Witness' Name:

Witness' Name:

Witness' Address:

Witness' Address:

For and on behalf of

For and on behalf of

Pegasus Planning Group

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