

Our Ref: 28927-LOR1

Date:

The House builder

Telephone: +44 (0)24 7650 5600
www.rsk.co.uk

(the “Beneficiary”)

1. Interpretation

1.1 In this Deed unless the context otherwise requires:-

“Reports” means

- “Preliminary Risk Assessment, Land off Dover Road, Deal”, Reports 28927 R01 (03), dated April 2017, and
- “124 - 2016 – Dover Road, Deal, Kent – Borehole and soakage testing”, Reports 28927L01/mc, dated March 2017.

“Site” means Land off Dover Road, Deal

“Consultant” means RSK Environment Limited (SC115530)

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 £1 (one pound) now paid by **the Beneficiary** to the Consultant the sufficiency of which is hereby acknowledged the Consultant agrees to allow **the Beneficiary** to use copy and rely upon the Reports.

2.2 The Consultant warrants in preparing the Reports 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 Reports.

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 Reports in all respects as if the Reports 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 twelve (12) years from the date of the Reports and notwithstanding the termination for any reason of the Consultant's engagement under its appointment professional indemnity insurance which shall not be subject to abnormal exclusions or any excesses or deductibles exceeding £50,000.00 with a limit of indemnity of at least five million pounds (£5,000,000.00) in respect of each and every professional liability which he may incur under this Deed 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 Reports, 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).

- 2.7 The Consultant agrees that under the terms of this Deed **the Beneficiary** shall be entitled to the use of and rely upon the Reports.
- 2.8 The Consultant shall within 14 days of **the Beneficiary's** request so to do execute, as a deed, letters of reliance, in the same form as this Deed in favour of any other party (or in similar or varied terms as the parties thereto may agree) and deliver the same duly executed to **the Beneficiary**. Up to two letters of reliance will be issued without a fee applied, beyond this number a fee of £750 per beneficiary per reports will be applicable.
- 2.9 The Consultant acknowledges that in enquiring an interest in the site **the Beneficiary** has relied on and will rely on the Consultants skill and judgement in preparing the reports.

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 Reliance Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

Executed as a Deed by)

RSK Environment Limited)

acting by)

Director

Director