

**Our Ref: T18516-RL01.let**  
**Your Ref:**



20<sup>th</sup> July 2021

[INSERT NAME AND ADDRESS]

Radclyffe House  
66/68 Hagley Road  
Edgbaston  
Birmingham  
West Midlands  
B16 8PF

Dear [NAME/SIRS]

T. 0121 454 5530

**Documents on the Site known as Phase 1 Land West of Sandwich Road, Sholden**

In consideration of the payment of one pound plus VAT (£1.00 plus VAT) by the Recipient to the Consultant receipt of which the Consultant acknowledges, we, Hub Transport Planning Ltd ("the Consultant"), agree and allow [INSERT NAME] ("the Recipient") to use, copy and rely on the content of the following documents, relating to the Site ("the Documents"):

- |                             |                             |
|-----------------------------|-----------------------------|
| 1. Transport Assessment     | 05 <sup>th</sup> March 2021 |
| 2. Travel Plan              | 05 <sup>th</sup> March 2021 |
| 3. Drawing T18516.001 rev G | 19 <sup>th</sup> July 2021  |

The Consultant warrants that it has used the reasonable skill and care to be expected of a professionally competent and experienced consultant of the relevant discipline in the preparation of the Documents.

The Consultant acknowledges that in acquiring an interest in the Site the Recipient has relied on and will rely on the Consultant's skill and judgment in preparing the Documents and the designs, recommendations, opinions, conclusions and/or strategies contained in the Documents.

The Documents were prepared in accordance with legislative standards or practices applicable at the date of the Documents and based on data collected around that time. Therefore, we cannot warrant that the Documents will be in compliance with any new legislation and/or standards that may have come into force since the date of the Documents, or that the conclusions contained within the Documents would be similar if they were to be prepared today.

Copyright in the Documents will remain vested in the Consultant but the Consultant hereby grants to the Recipient, where it is in its power to do so, an irrevocable, royalty-free licence exclusive to the Recipient to copy and use the Documents for any purpose related to the Site. The Consultant warrants that the use of the Documents for the purposes of the development of the site will not infringe any third-party rights.

We hereby agree that the Recipient has a royalty free irrevocable licence to use and copy any design plans and specifications approved by the local authority which have been prepared by us.

At the request of the Recipient and upon the Recipient agreeing to pay the reasonable copying costs of the Consultant, the Consultant shall provide copies of the Documents to the Recipient.

The Consultant shall not be liable for any use of the Documents by the Recipient for any purpose other than that for which the same were prepared and provided by or on behalf of the Consultant.

The Consultant shall maintain with reputable insurers carrying on business in the United Kingdom, from the date of the earlier of the Documents until twelve years after the date of the later of the Documents, professional indemnity insurance with a limit of not less than £2,000,000 (Two Million Pounds) provided that such insurance remains available in the market to members of its profession at commercially reasonable rates and on commercially reasonable terms.

The maximum level of cover for each and every claim, or series of claims arising out of any one event in relation to the Documents is £2,000,000.

Upon request from time to time, the Consultant shall produce to the Recipient for inspection documentary evidence that professional indemnity insurance is being maintained, in this instance the level of £2,000,000 (Two Million Pounds).

The Recipient may not assign the benefits and rights under this letter.

This letter is executed as a deed and delivered on the 20<sup>th</sup> day of July 2021.

**EXECUTED** as a **DEED** by Hub Transport Planning Ltd by means of these signatures (or where the **COMMON SEAL** of Hub Transport Planning Ltd was affixed, in the presence of):

**Director**

Signature :

Name :

**Director/Secretary**

Signature :

Name :