

## LETTER OF RELIANCE

IT IS AGREED as follows:-

### 1. Interpretation

1.1 In this Deed unless the context otherwise requires:-

“**Consultant**” means Gladman Developments Limited (company number 03341567)

“**Beneficiary**” means [.....].

“**Report**” means Topographical Survey (2016-124/Topo\_01\_2D) dated 17/01/2017 .

“**Site**” means the land at Dover Road, Deal

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 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 professional indemnity insurance 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 and, drawings which have been or will be prepared by the Consultant or on its behalf in connection with 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 Reliance Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

6. **Limitation of Liability**

The Consultant's liability under or in connection with this deed whether in contract, tort, negligence, breach of statutory duty or otherwise (other than in respect of personal injury and/or death and/or fraud and/or fraudulent misrepresentation) shall be limited to and shall not exceed £5,000,000 (five million pounds) in the aggregate.

Executed as a Deed by )  
**GLADMAN DEVELOPMENTS LIMITED** )  
acting by a Director .....

In the presence of:

Witness Signature .....

Witness Name

Witness Address

Witness Occupation