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Steve Barker
Gladman Developments,
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Alexandria Way,
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CW12 1LB

21st May 2018

FP – 16-T129
BY EMAIL

Dear Sirs

RELIANCE LETTER: 2016-124 DOVER ROAD, WALMER, KENT

In consideration of the payment by you to us of the fee of £1.00 plus VAT, receipt of which is due and payable, we Iceni Projects Limited (“Iceni Projects”) confirm and acknowledge the following:

1. That you will be placing reliance upon the findings and contents of the report/drawings detailed in the Schedule hereto (“the Reports”) prepared for Gladman Developments (“the Original Client”) in connection with your purchase of the freehold interest in the Property and the subsequent redevelopment thereof for [insert brief description of the proposed development] (“the Development”) and that subject to the terms of our appointment with the Original Client and as herein after provided we owe you a duty of care in respect of the Reports.
2. The copyright in the whole or any part of the Reports shall remain vested in us, but we hereby grant to the addressee(s) of this letter an irrevocable royalty free non exclusive licence to copy, use and reproduce the same plus the results and drawings created from any modelling software used in their reproduction, for any purpose relating to your interests in the Property, [subject to the Reports]. This royalty free non exclusive licence will only apply in so far as Iceni Projects are legally able/permitted to grant such licence (i.e. the Ordnance Survey licence/copyright as an example is not transferable and any licence to use drawings using this as a base would be excluded). Iceni Projects accepts no responsibility for any claim made by a third party which alleges that the licence granted herein is in breach of that third party’s intellectual property rights nor for use of the Reports for any purpose other than those for which they were originally prepared.
3. That in preparing the Reports in accordance with the terms of our appointment with the Original Client we have exercised the reasonable skill, care and diligence to be expected of a properly qualified firm of planning consultants experienced in providing advice and opinions in relation to developments similar in scope and complexity to the Development and we acknowledge that you will be relying on this warranty.

4. That we maintain and will continue to maintain professional indemnity insurance with a limit of not less than £5 million on an each and every claims basis (save in respect of claims for seepage, pollution and contamination where such limit shall be in the aggregate) for the period of six years from the date of the Reports provided always that such insurance is available at commercially reasonable rates and upon commercially reasonable terms and that when so requested we will provide documentary evidence to show that the insurance is maintained.
5. That the benefit of all rights arising under this letter may be assigned by you to a funder or the next future purchaser of the freehold interest in the whole of the Property subject to our prior written consent, such consent not to be unreasonably withheld or delayed but not further or otherwise. For the avoidance of doubt this right does not extend to individual residential plot owners or their mortgagees.
6. No action of proceedings under or in respect of this letter, whether in contract or in tort, for negligence or for breach of statutory duty or otherwise, may be commenced against us after the expiry of a period of six years from the date of the Reports.
7. Save as expressly stated in this letter, this letter is not intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
8.
 - 8.1 Without affecting any other limitation in this letter, Icen Project's liability under or in connection with this letter shall be limited to £1,000,000 in the aggregate. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty. Provided that neither this clause 8.1 nor clause 8.2 shall exclude or limit Icen Project's liability for:
 - a) death or personal injury caused by Icen Project's negligence; or
 - b) fraud or fraudulent misrepresentation.
 - 8.2 Any liability whether arising directly or indirectly from the presence or release of, or possible presence or possible release of asbestos or asbestos containing materials in whatsoever form or quantity is excluded.
9. This letter shall be governed by and interpreted in accordance with the laws of England and Wales and any disputes relating to it shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Signed:



Dated: 21/05/2018

THE SCHEDULE

The Reports

- Transport Assessment – April 2017
- Access Arrangement (16-T129/06- D) – 17/07/2017
- Travel Plan – April 2017
- Highways Assessment – June 2017
- Transport Response – August 2017