



Our Ref: 1464/SJH/sjh

7 June 2023

HOUSEBUILDER
ADDRESS
POSTCODE

Dear Sirs

Re: Swanstree Avenue, Sittingbourne (the "Site")

We acknowledge and confirm that the following reports ("the Reports") have been prepared by us for Gladman Developments Limited:

- Transport Assessment (ref 1464/5/D, dated May 2022);
- Travel Plan (ref 1464/6/A, dated September 2021);
- Proposed Access Arrangements (ref Drg No 1464/18/C, dated 16 May 2022).

The 'Reports'

We agree and acknowledge that each of the above Reports & Plans may be relied upon by HOUSEBUILDER as the purchaser and developer of the Site as if the Reports & Plans had been addressed to them.

We warrant to HOUSEBUILDER that in preparing the Reports & Plans we have exercised all the reasonable skill care and diligence to be expected of a competent and fully qualified transport planning consultant experienced in carrying our services in connection with planning applications for developments of a similar nature, value, complexity and timescale as the proposed development at the Site and we acknowledge that we owe HOUSEBUILDER a duty of care with regard to the Reports & Plans and such duty shall be the same as that owed to the client as set out in the Reports & Plans.

We warrant that copyright in all reports, drawings, specifications, calculations and other documents ("the Documents") provided by us in connection with the investigations of the development at the Site shall remain vested in us but we grant to HOUSEBUILDER with full title guarantee a non-exclusive royalty free licence, to copy, use, reproduce the Documents and the designs contained in them for any purpose connected with the development at the Site including (without limitation) the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, extension and repair of the development. We confirm that we will provide copies of the Documents to HOUSEBUILDER within a reasonable period of being asked to do so, provided that HOUSEBUILDER or their successors in title and assigns shall pay our reasonable copying, administration or consulting charges incurred in providing such copies. We shall not be liable for any use of copyright documents other than that for which they are prepared.

Notwithstanding the above, HOUSEBUILDER should note that the Reports & Plans were prepared in response to the particular instructions of the Client at the time and highways/transportation conditions and/or design guidance/policy may have changed in the intervening period.

We confirm that we shall maintain until the expiry of 12 years from the date of the Reports a policy of professional indemnity insurance with a limit of indemnity of not less than £2,000,000 any one claim. We do not and will not offer cover with regard to pollution, contamination or asbestos. HOUSEBUILDER may not commence legal action against the Consultant under this letter after 12 years from the date of the last Document.



The benefit of this letter and HOUSEBUILDER rights under it may be assigned without our consent on any number of occasions to any person or institution providing finance in connection with or secured upon the Site or any associated company within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 or a purchaser of the above property.

We agree that within 7 days of a written request by HOUSEBUILDER we will enter into further letters of reliance in the same form as this letter in favour of any purchaser(s) or part of HOUSEBUILDER interest in the Site.

Executed as a Deed by
Ashley Helme Associates Limited
Acting by

Director Name.....

Signed.....

Director Name.....

Signed.....

0161 972 0552
aha@ashleyhelme.co.uk
www.ashleyhelme.co.uk

76 Washway Road
Sale, Manchester M33 7RE

Directors
Simon Helme
BEng MSc MCIHT

Ben Jackson
BEng MSc MCIHT

Associate Directors
Paul Loffus
MTCP MCIHT