

Our ref: SMM/MGH/LEL/6302

THE HOUSEBUILDER

Dear Sirs

Documents relating to the Site known as Swantree Avenue, Sittingbourne ("the Development")

We have been engaged by Gladman Developments Limited ("the Client") to carry out Ecological Services, Arboricultural Services and Landscape Services ("the Services) in relation to the Development and have prepared the following reports and/or drawings ("the Documents"):

<u>Ref</u>	<u>Author</u>	<u>Document Title</u>	<u>Rev</u>	<u>Dated</u>
1.	FPCR	Location Plan, 06302-FPCR-ZZ-ZZ-DR-L-0003	Rev P01	20 Sep 21
2.	FPCR	Development Framework Plan, 06302-FPCR-ZZ-ZZ-DR-L-0002	Rev 07	5 Jul 22
3.	FPCR	Landscape and Visual Appraisal	Rev B	Sep 21
4.	FPCR	Arboricultural Assessment	Rev C	19 May 21
5.	FPCR	Ecological Appraisal	FINAL	6 Oct 21
6.	FPCR	Design & Access Statement	Rev A	Sep 21
7.	FPCR	Reptile Survey Report	Rev A	24 Sep 21
8.	FPCR	Bat Survey Report	Rev A	6 Oct 21
9.	FPCR	Bird Report	Final	29 Sep 21
10.	FPCR	Badger Survey Report	Final	28 Sep 21
11.	FPCR	Technical Note – Preliminary Biodiversity Net Gain Assessment	Rev B	7 Jul 22
12.	FPCR	Biodiversity Metric 3.0.xlsm	Rev B	6 Jul 22
13.	FPCR	Location Plan, 06302-FPCR-ZZ-ZZ-DR-L-0003, Rev P01.dwg		
14.	FPCR	Development Framework Plan, 06302-FPCR-ZZ-ZZ-DR-L-0002, rev 07.dwg		

At the request of the Client, and in consideration of the payment of one pound (£1.00) by **THE HOUSEBUILDER Limited** ("the Beneficiary") to us, receipt of which we acknowledge, we agree to allow the Beneficiary to use, copy and rely on the content of the Documents.

We warrant that we have used the reasonable skill and care to be expected of a professional competent and experienced consultant of the relevant discipline in the preparation of the Documents.

We acknowledge that in acquiring an interest in the Development the Beneficiary has relied on and will rely on our skill and judgment in preparing the Documents and the designs contained in the Documents (if any).

Copyright in the Documents will remain vested in us but we hereby grant to the Beneficiary, or where we do not own the copyright in the Documents shall use reasonable endeavours to procure the grant to the Beneficiary of, an irrevocable, royalty-free and non-exclusive licence to copy and use the Documents for any purpose related to the Development. At the request of the Beneficiary and upon the Beneficiary agreeing to pay the reasonable copying costs of the Consultant, we shall provide copies of the Documents to the Beneficiary.

We shall not be liable for any use of the Documents by the Beneficiary or its assigns for any purpose other than that for which the same were prepared and provided.

Notwithstanding the above, the Beneficiary should note that the Documents were prepared in response to the particular instructions of the Client at the time and due to the changing nature of ecology the physical state of the site and/or the environmental legislation may have changed in the intervening period.

We warrant that we have in place and shall maintain with reputable insurers carrying on business in the United Kingdom, from the date of the earlier of the Documents until 12 (twelve) years after the date of the later of the Documents, professional indemnity insurance with a limit of not less than £5,000,000 (Five million pounds) for any one claim or series of claims (but in the aggregate for pollution and contamination claims) of such lesser sum should such insurance at such level become unavailable to organisations of equivalent size and type to us at commercially reasonable rates and on commercially sensible terms. Upon request from time to time, we shall produce to the Beneficiary for inspection documentary evidence in the form of an insurance certificate that professional indemnity insurance is being maintained.

The Beneficiary may not commence any legal action against us under this letter after 12 years from the date of the last Document.

The Beneficiary may assign the benefit and rights under this letter on a maximum of two (2) occasions by giving written notice to us.

**Executed as a Deed
For and on behalf of FPCR Environment and Design Ltd:**

Director: Name

Signed

Director: Name

Signed