

Our ref: JAC27100

Date: 19 June 2023

TO WHOM IT MAY CONCERN

Dear Sirs

RPS CONSULTING SERVICES LTD Letter of Reliance/Licence to Use Documents relating to the site known as Sittingbourne, Swanstree Avenue (2018-014) (the Site)

In consideration of the payment of **one pound (£1.00)** by **Gladman Developments Ltd (Client)** to RPS Consulting Services Ltd (**the Consultant**) receipt of which is acknowledged, the Consultant, agrees to allow the Recipient to use, copy and rely on the content of the following document ("**the Document(s)**"):

1. **Archaeological Desk Based Assessment, Land at Swanstree Avenue, Sittingbourne, Kent, (JAC27100_Version 1), 28 September 2021.**

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 Document. Further, the Consultant acknowledges and confirms that the Document can be relied upon by the Recipient as if the Document had been addressed to the Recipient or prepared on its behalf.

The Consultant warrants that in preparing the Document it exercised reasonable skill care and diligence to be expected of a competent and fully qualified professional consultant of the relevant discipline experienced in carrying out services of a similar nature, value, complexity and time scale to those undertaken in relation to the Site having regard to the likely development of the Site.

Copyright in the Document will remain vested in the Consultant but the Consultant hereby grants to the Recipient and its assigns (or where it does not own the copyright in the Document, shall use all reasonable endeavours to procure the grant of) an irrevocable, royalty-free and non-exclusive licence to copy, use, and reproduce the Document (and the designs contained in them) for any purpose connected with the Site including, (without limitation) the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, extension and repair of the Site other than the reproduction of the designs (if any) contained in the Document for an extension of the Site. The benefit of this licence is assignable, and this licence includes the right to grant sub-licences and for those sub-licences to be assigned.

The Document was prepared in accordance with legislative standards or practices applicable at the date of the Document and based on data collected around that time. The Consultant cannot warrant that the Document is in compliance with any such new legislation and/or standards or that its conclusions would be similar were the Document to have been based upon any new or revised data. The Consultant shall not be liable for any use of the Document by the Recipient for any purpose other than that for which the same were prepared and provided by or on behalf of the Consultant.

Our ref: Click or tap here to enter text.

The Consultant shall maintain with reputable insurers carrying on business in the United Kingdom, from the date of this letter until six years after the date of the Document, professional indemnity insurance with a limit of not less than £1 million pounds for any one occurrence or series of occurrences arising out of any one event (with the exception of any pollution or contamination, asbestos or cladding and fire safety related claims which shall be in the aggregate) provided that such insurance remains available in the market to members of its profession at commercially reasonable rates and terms. Upon request from time to time, the Consultant shall produce to the Recipient for inspection documentary evidence (in the form of a broker's certificate) that professional indemnity insurance is being maintained as required. The Consultant will use all reasonable endeavours to comply with all conditions and obligations of its insurance policy.

Notwithstanding anything to the contrary in this letter, the aggregate financial liability of the Consultant under or in connection with the Document, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed the sum of £1,000,000 (one million pounds).

No action or proceedings under or in respect of this letter, whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall be commenced against the Consultant after the expiry of six years from the date of the Document. The Consultant shall be entitled in any action or proceedings by the Recipient to rely on any limitation or exclusion in our original appointment and raise the equivalent rights in defence of liability to the Client.

Save as provided in this letter, nothing in this letter confers or purports to confer on any third party any benefits or any right to enforce a term of this letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

The benefits and rights under this letter may be assigned on two occasions without consent. Thereafter, the Recipient is not entitled to assign the benefit of this reliance letter without the Consultant's prior written consent. For the avoidance of doubt, any liabilities outlined in this reliance letter that are transferred on assignment shall be limited to a period of six years from the date of the Document, not from the date of any such future assignment.

This letter shall be governed and construed in accordance with English law and the English courts shall have exclusive jurisdiction with regard to all matters arising from it.

Yours faithfully,
for RPS Consulting Services Ltd

Duncan Hawkins BA (Hons) MSc FSA MCIfA
Operations Director, Head of Heritage