

Our Ref: 52109-LOR01 Sellindge Draft

Date:

Housebuilder

IT IS AGREED as follows:-

1. **Interpretation**

1.1 In this Deed unless the context otherwise requires:-

“**Appointment**” means the appointment document relating to the Report dated 19th August 2019 and made between (1) Gladman Developments Ltd and (2) RSK Environment Ltd made pursuant to a framework agreement dated 12th January 2023 and made between (1) Gladman Developments Ltd and (2) RSK Environment Ltd.

“**Beneficiary**” means [.....]

“**Consultant**” means RSK Environment Ltd

“**Report**” means “Preliminary Risk Assessment”, report reference 52109-R01(01), Rev01, RSK Environment Ltd, 19th August 2019.

“**Site**” means “Sellindge, Ashford Road, 2019-070”

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 and notwithstanding the termination for any reason of the Consultant's engagement under its appointment 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, reports, drawings, calculations and specifications (and the designs contained in them) which have been or will be prepared by the

Consultant or on its behalf in connection with the Report[s], and the Consultant agrees to supply to the Beneficiary on request copies of such materials (subject to reimbursement of the Consultant's reasonable copying charges).

- 2.7 The Consultant shall within 14 days of the Beneficiary's request so to do execute, as a deed, a letter of reliance in the same form as this Deed in favour of any funder (or in similar or varied terms as the parties thereto may agree) and deliver the same duly executed to the Beneficiary.
- 2.8 The Consultant's obligations and liabilities to the Beneficiary under this Deed shall be no greater whether in scope or duration than the Consultant's obligations within Appointment and the Consultant shall be entitled to rely in defence of liability to any claim brought under this Deed on any limitation or equivalent right of defence in the Appointment as if in both instances the Beneficiary had been named jointly with the Client as employer under the Appointment.

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 such 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.

Executed as a Deed by
CONSULTANT
 acting by

Director

Director/Secretary