

Our ref: MW/SH/GM11782/LOR/001/V1.0

Date: September 2023

TBA
(The Beneficiary)

Dear Sir

Letter of Reliance –2021-001 Land west of Cross Road, Deal - Air Quality and Noise Assessment

Subject to the payment of the attached invoice number [GMXXXXX] in the sum of £500 plus VAT, we acknowledge and confirm that the following:

- Air Quality Assessment GM11782 002 V0.1, dated July 2021
- Noise Assessment Report GM11782 0002 V1.0, dated November 2021

(“the Reports”) have been prepared by us, as instructed by Gladman Developments Limited.

We further acknowledge that the Beneficiary intends to purchase the Development Site as described in the Reports. We agree and acknowledge that the Reports may be relied upon by the Beneficiary as if the Reports had been addressed to them. We shall not be entitled to contend that the Beneficiary is precluded from recovering under the Reports any loss incurred by the Beneficiary from any breach of this letter or the Reports during the indemnity period of 6 years from the date of the Reports by reason that such person is an assignee and not a named owner under the Reports.

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

Copyright in all reports, drawings, specifications, calculations and other documents (“the Documents”) provided by us in connection with the development at the Site shall remain vested in us but we grant to the Beneficiary 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 said development.

We confirm that we will provide copies of the Documents within a reasonable period of being asked to do so, provided that the Addressee to this Letter of Reliance shall pay our reasonable copying and administration charges incurred in providing such copies. Provided that we are not liable for any use of copyright documents other than that for which they are prepared.

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. Any such assignee will be bound by the terms of this Deed.

We confirm that we shall maintain until the expiry of 6 years from the date of the Reports a policy of professional indemnity insurance with a limit of indemnity of not less than £2 million in the aggregate.

We confirm that our Total Liability will be subject to a cap of £2m in the aggregate.

Yours sincerely
Wardell Armstrong LLP

KEITH MITCHELL
Managing Director
kmitchell@wardell-armstrong.com