

GS/ask/P21-1689

3 October 2023

LETTER OF RELIANCE

TBA

Dear Sirs

Deal, Cross Road (the 'Site') 2021-001

1. We refer to the contract (the '**Contract**') between us and **GLADMAN DEVELOPMENTS LTD** (the '**Client**') under which we agreed to perform Urban Design services in connection with the Site, and to our documents listed below (the '**Reports**') which were prepared by us pursuant to the Contract. We understand that you have purchased an interest in the Site from the client.
 - Heritage Desk-Based Assessment Version 2 – Oct 2021
2. References in this letter to 'we', 'us' or 'our' shall mean **PEGASUS PLANNING GROUP LTD** (company no.07277000) (Registered Office – 33 Sheep Street, Cirencester, Glos, GL7 1RQ. References in this letter to 'you' or 'your' shall mean **GLADMAN DEVELOPMENTS LTD** whose registered office is at Gladman House, Alexandria Way, Congleton, Cheshire, CW12 1LB (Company Registration Number 03341567) (and your successors in title and permitted assigns).
3. In consideration of the sum of One Pound (£1.00) paid by you (receipt of which is hereby acknowledged), we hereby warrant to you that we have performed all our duties and obligations under the Contract and that in performing our services and preparing the Report we have exercised all reasonable skill, care and diligence to be expected of a professionally qualified and competent gee-technical and environmental consultant experienced in carrying out similar duties and obligations as those carried out under the Contract for similar sites as the Site having regard to the likely development of the Site.

33 Sheep Street, Cirencester, Gloucestershire, GL7 1RQ
T 01285 641717 E Cirencester@pegasusgroup.co.uk
Offices throughout the UK.

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4. We acknowledge that we owe you a duty of care in performing our services under the Contract and that you have relied upon and will continue to rely upon the proper performance by us of our duties and obligations under the Contract, this letter and the preparation of the Report.
5. We warrant that we have and shall continue to maintain professional indemnity insurance with a limit of indemnity of not less than Five Million Pounds (£5,000,000) for each claim and unlimited in the aggregate in any one period of insurance (but in the aggregate annually for pollution, contamination and date recognition claims) for a period expiring twelve (12) years from the date of this letter, subject to such insurance being available in the market at commercially reasonable rates and terms. As and when we are reasonably requested to do so by you, we shall provide you with a copy of a letter from our insurance brokers as evidence that such professional indemnity insurance is being maintained and is in force. We will use all reasonable endeavours to comply with all conditions and obligations of our insurance policy.
6. The copyright in all drawings, specifications, calculations and other documents prepared by us or on our behalf in connection with the Contract and the Site (including but not limited to the Report) shall remain vested in us, but we hereby grant to you a royalty-free, irrevocable and non-exclusive licence to copy and use those documents and the Report and to reproduce the designs contained in them for any purpose relating to the Site provided that we shall not be liable for any use by you of such documents for any other purpose than those for which they were prepared and/or provided by us. Such licence shall include the right to grant sub-licences in the terms of this licence transferable to third parties without our consent. Subject to you paying our reasonable photocopying charges, we shall also provide to you copies of such documents.
7. The benefit to you of this letter may be assigned by absolute legal assignment on one occasion only. No further or other assignment is permitted.
8. The period of limitation in respect of our liability under this letter shall extend to the expiration of twelve (12) years from the date of this letter.
9. We shall be under no greater duty, obligation or liability to you under this letter than we would have had you been named as joint client with the Client under the Contract and we shall be entitled to rely on any limitation or exclusion of liability under the Contract in defence of any liability to you under this letter, but for the purposes of this paragraph disregarding any right of set-off or counterclaim.
10. 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.

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IN WITNESS thereof this document is executed and delivered as a deed on the date of this letter.

EXECUTED AS A DEED BY

GAIL STOTEN
(EXECUTIVE DIRECTOR)

Acting by one director in the presence of:

Witness Signature:

Witness Name:

Witness Address:

DRAFT

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