

Reliance Letter

To: Gade Homes (KL) LTD
Amersham House
Mill Street
Berkhamsted
Herts
HP4 2DT

Date: 31/01/2021

Dear Sirs

Report on the Site known as [Land west of Hook Norton Road, Sibford Ferris, Oxfordshire] (“the Site”)

At the request of [Land and Partners (South East) Ltd] (“the Client”), in consideration of the payment of one pound (£1.00) by [Gade Homes (KL) LTD] (“the Recipient”) to us, [Cotswold Archaeology], (“the Consultant”) receipt of which the Consultant acknowledges, the Consultant agrees to allow the Recipient to use, copy and rely on the content of the following report[s] (“the Report[s]”):

- [Land west of Hook Norton Road, Sibford Ferris, Cherwell, Oxfordshire]
Dated [May 2019] Reference [MK0053_1]

The Consultant warrants that it has used the reasonable skill and care to be expected of professional competent and experienced consultant of the relevant discipline in the preparation of the Report[s].

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 Report[s] and the recommendations and/or strategies contained in the Report[s].

Copyright in the Report[s] will remain vested in the Consultant but the Consultant hereby grants to the Recipient, or where it does not own the copyright in the Report[s] shall use reasonable endeavours to procure the grant to the Recipient of, an irrevocable, royalty-free and non-exclusive licence to copy and use the Report[s] for any purpose related to the Site. At the request of the Recipient and upon the Recipient agreeing to pay the reasonable copying costs of the Consultant, the Consultant shall provide copies of the Report[s] to the Recipient. The Consultant shall not be liable for any use of the Report[s] by the Recipient for any purpose other than that for which the same were prepared and provided by or on behalf of the Consultant.

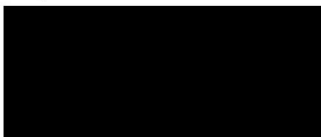
The Consultant shall maintain with reputable insurers carrying on business in the United Kingdom, from the date of the [Report] [earlier of the Reports] until twelve years after the date of the [Report] [later of the Reports], professional indemnity insurance with a limit of not less than £[5,000,000] ([five]million pounds) for each and every claim or series of claims arising out of any one event in relation to the Report[s] provided that such insurance remains available in the market to members of its profession at commercially reasonable rates and on commercially reasonable terms. Upon request from time to time, the Consultant shall produce to the Recipient for inspection documentary evidence that professional indemnity insurance is being maintained.

The Recipient may assign the benefit of and its benefits and rights under this letter by giving written notice to the Consultant.

This letter is executed as a deed and delivered on the date stated at the beginning of this letter.

EXECUTED as a **DEED** by
[Cotswold Archaeology] by means of
these signatures (or where the
COMMON SEAL of [Cotswold
Archaeology] was affixed, in the
presence of):

Director
Signature :



Name : Stuart Joyce

Director/Secretary
Signature :



Name : Adrian Scruby