

TerraConsult

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Our Ref 5217-L1-2

21st January 2021

Redrow Homes Limited

Redrow House
14 Eaton Avenue
Matrix Office Park
Buckshaw Village
Chorley
Lancashire
PR7 7NA

For the attention of Sally Riley

Dear Sally,

Reliance Letter

1. We, TerraConsult Limited (**Consultant**) have been engaged by Bloor Homes (**Client**) to prepare Reports as detailed in Clause 1.1 below (**Services**) in relation to Dale View, Billington (**Property**):
 - 1.1 DALE VIEW, BILLINGTON, CLITHEROE PHASE 1 & PHASE 2 SITE INVESTIGATION, REPORT No 1906R01/Issue 1
(together the **Reports**).
2. These Reports are valid to legislation and guidance that was current at the time of their preparation. It is possible that the guidance and legislation may have since been withdrawn and/or amended since production of the Reports.
3. As requested by the Client, the Consultant agrees to allow Redrow Homes Limited (**Beneficiary**) to use, copy and rely on the content of the Reports.
4. This agreement is made:
 - 4.1 with the full knowledge and agreement of the Client; and
 - 4.2 in consideration of the payment of eight hundred and fifty pounds (£850.00 plus VAT) by the Beneficiary to the Consultant, receipt of which the Consultant acknowledges.
5. The Consultant warrants that in the preparation of the Reports it has exercised all the reasonable skill, care and diligence to be expected of a properly qualified and

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competent member of its profession experienced in carrying out work similar in scope and character to the Services.

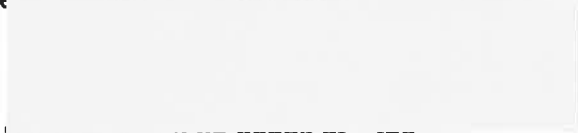
6. The Consultant also acknowledges that the Beneficiary shall be entitled to rely on the Consultant's reasonable skill and judgement as set out in the Reports.
7. The Consultant grants to the Beneficiary, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of for any purpose relating to the Property all documents, reports, drawings, calculations and specifications (and the designs contained in them) which have been or will be prepared by or on behalf of the Consultant in connection with the Reports, and the Consultant agrees to supply to the Beneficiary on request copies of such materials (subject to payment of the Consultant's reasonable charges for providing the copies). The Consultant shall not be liable for the use by any person of any of the documents/Reports as named in Clause 1.0 above for any purpose other than that for which the same were prepared by or on behalf of the Consultant.
8. The benefit to you of this letter may be assigned by absolute legal assignment on two occasions only.
9. The Consultant has in place and will at all times maintain professional indemnity insurance covering its liabilities in respect of the Reports for an amount of £1,000,000 (One Million Pounds) for any one occurrence or series of occurrences arising out of any one event. The total Limit of Liability shall apply to each and every claim with the exception of pollution/contamination and asbestos where the Limit of Liability will be in the aggregate. No liability is accepted for sums in excess of this limit. The Limit of Liability shall apply until the expiry of 6 years after the date of the last of the Reports provided such insurance is available in the UK on commercially reasonable rates and terms. In the event such insurance is not available the Consultant will take out and maintain such insurance at the next highest limit available at commercially reasonable rates and terms. Further, when reasonably requested, the Consultant will provide documentary evidence to the Beneficiary that the insurance required under this reliance agreement is being maintained.
10. The Beneficiary may not commence any legal action against the Consultant under this agreement after 6 years from the date of the last of the Reports.
11. The construction, validity and performance of this agreement shall be governed by the law of England and Wales. The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.
12. Notwithstanding anything to the contrary in this Agreement, the liability of the Consultant under or in connection with this Agreement 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 in aggregate the sum of £1,000,000 (One Million Pounds).
13. Neither Party shall under any circumstances whatsoever be liable to the other for any direct or indirect loss of profit, loss of business or anticipated saving or special, indirect

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or consequential damage suffered by the other Party that arises under or in connection with this Agreement.

Please acknowledge receipt and acceptance of this agreement by signing, dating and returning the signed copy of this letter



Mark Dawson, Technical Director

Signed for and on behalf of the
Beneficiary

Dated 25th January 2021

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John Martin (Managing Director)

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Signed for and on behalf of the Consultant

Dated21st January 2021

