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Our Ref: P5946.Reliance.1
Date: 20/12/2018

To: Bellway Homes Limited,
Seaton Burn House,
Dudley Lane,
Seaton Burn,
Newcastle Upon Tyne,
NE13 6BE

Dear Sirs

Letter of Reliance

Documents relating to the site known as Land at Ashland Road, Sutton-in-Ashfield ("the Site")

In consideration of the payment of one pound (£1.00) by Bellway Homes Limited ("the Recipient") to GRM Development Solutions Limited ("the Consultant") receipt of which is acknowledged, the Consultant, agrees to allow the Recipient to use, copy and rely on the content of the following documents ("the Document"):

1. PHASE 1&2 SITE APPRAISAL, Ref. GRM/P5946/F.1, dated December 2012

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 Document. Further, the Consultant acknowledges and confirms that the Document can be relied upon by the Recipient as if the Document had been addressed to the Recipient or prepared on its behalf.

The Consultant warrants that in preparing the Document it exercised all the reasonable skill care and diligence to be expected of a competent and fully qualified professional consultant of the relevant discipline experienced in carrying out services of a similar nature, value, complexity and time scale to those undertaken in relation to the Site.

The Consultant shall not be entitled to contend that the Recipient is precluded from recovering any loss incurred by it arising out of any breach of the obligations of the Consultant relating to the preparation of the Document or of the warranties in this letter by reason that the Recipient is not a named addressee or client under the Document or that any loss was not or could not be conceived as being suffered by the person(s) employing the Consultant to prepare the Document.

Copyright in the Document will remain vested in the Consultant but the Consultant hereby grants to the Recipient and its assigns (or where it does not own the copyright in the Document, shall use all reasonable endeavours to procure the grant of) an irrevocable, royalty-free and non-exclusive licence to copy, use, and reproduce the Document for any purpose connected with the Site including, (without limitation) the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, extension and repair of the Site. The benefit of this licence is assignable and this licence includes the right to grant sub-licences and for those sub-licences to be assigned.

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 Documents to the Recipient within a reasonable period of

being requested to do so. The Consultant shall not be liable for any use of the Document 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 this letter until twelve years after the date of the Document professional indemnity insurance with a limit of not less than £5 million pounds for any one occurrence or series of occurrences arising out of any one event provided that such insurance remains available in the market to members of its profession at commercially reasonable rates and 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 as required.

If requested by the Recipient, the Consultant shall provide a further reliance letter in favour of any party nominated by the Recipient. Such further reliance letter shall be in the same terms as this letter (excluding this provision) but with such consequential amendments to those parts of the letter as are appropriate to reflect the factual position. Any payment due to the Consultant for any such further reliance letter shall be limited to the payment of £1.00 consideration (plus reasonable expenses) by each beneficiary of that further reliance letter. The Consultant shall provide the further reliance letter duly signed by it to the Recipient within 21 days of a notice from the Recipient requesting the same.

The benefits and rights under this letter may be assigned on two occasions only without consent. The benefit and rights under this letter may not be further assigned without the consent of the Consultant, whose consent shall not be unreasonably withheld or delayed.

The Consultant's liability to the Recipient under this letter shall not be greater or of longer duration than it would be had the Recipient appointed the Consultant to produce the Document.

The Consultant has executed this letter as a deed and delivered it on the date first set out

EXECUTED as a **DEED** by **[GRM Development Solutions Limited]** by means of these signatures

Director

Signature :

Name : Dr W S Peacock



Company Secretary

Signature :

Name : Mr A Bryant

