



RTW Construction & Developments Ltd
Enterprise Way
Pinchbeck
Spalding
Lincs PE11 3YR

16th January 2025

Dear Sirs,

Reliance Agreement – Home Farm, Deeping St Nicholas

1. We, EPS Limited (**Consultant**) have been engaged by Allison Homes Limited (**Client**) to carry out Geo-Environmental Survey work (**Services**) in relation to Home Farm, Main Road, Deeping St Nicholas, Spalding PE11 3EN (**Property**) and have prepared the following report:

1.1 Report reference

- Phase I & II Geo-Environmental Assessment dated 27th October 2022
EPS Ref: UK22.6097

([together the] **Report**).

2. As requested by the Client, the Consultant agrees to allow RTW Construction & Developments Ltd (**Beneficiary**) to use, copy and rely on the content of the Report.
3. This agreement is made:
 - 3.1 with the full knowledge and agreement of the Client; and
 - 3.2 in consideration of the payment of two thousand, three hundred and thirty six pounds + vat (£2,336.00 + vat) by the Beneficiary to the Consultant, receipt of which the Consultant acknowledges.
4. The Report has not been amended since the date it was issued and we are not aware of any facts or other information since the date of the Report which would result in any of the finding or other content of the Report to be materially incorrect or misleading.
5. The Consultant warrants that in the preparation of the Report it has exercised the reasonable skill, care and diligence to be expected of a properly qualified and competent member of its profession experienced in carrying out work similar in scope and character to the Services in accordance with UK regulations in place at the time the work was carried out.
6. The Consultant also acknowledges that in agreeing to purchase the Property the Beneficiary shall be entitled to rely on the Consultant's skill and judgement as set out in the Report.
7. The Consultant shall have no liability under this agreement which is greater or of longer duration than the Consultant would have had if the Report had originally been prepared directly for the Beneficiary



8. 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 design contained in them) which have been or will be prepared by or on behalf of the Consultant in connection with the Report(s), 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).
9. The Beneficiary may assign the benefit of this agreement subject to notification and an appropriate additional fee:
 - 9.1 on two occasions only to any person but must inform the Consultant of the assignments and any further assignment shall be with the Consultant's prior written consent (such consent not to be unreasonably withheld or delayed); and
 - 9.2 without counting as an assignment under *paragraph 9.1* to and from a company within the same legal group of companies as the Beneficiary
10. The Beneficiary shall notify the Consultant of the assignments permitted by this agreement. If the Beneficiary fails to do this, the assignment will not be valid
11. The Consultant have in place and will maintain valid professional indemnity insurance with respectable insurers covering its liabilities in respect of the Reports for an amount of at least £5 million, in the aggregate, until the expiry of six years after the date of Issue 1 of the Report (27/10/2022) provided such insurance is available in the UK on commercially reasonable rates and terms (and 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.
12. The construction, validity and performance of this agreement shall be governed by the law of England. The parties agree to submit to the exclusive jurisdiction of the courts of England.

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



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Signed for and on behalf of the Beneficiary

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Signed for and on behalf of the Consultant

Dated

Dated 16th January 2025