



# Reliance Letter

Modelling Architecture Ltd  
41 Iffley road,  
London  
W6 0PB

To:

TBC

("the Beneficiary" which expression shall include any of its permitted assignees)

Dear Sirs/Madams,

Measured Survey Report ("the Report") relating to **Vinnetrow Business Park, Chichester PO20 1QH.**

We refer to the following Report:

1. Report dated 10/06/22 (reference **P2581**) commissioned by **Kingsbridge Estates LTD ("the Company")**.

In consideration of the payment of one pound (£1.00) paid by the Beneficiary receipt of which is hereby acknowledged, we issue this Reliance Letter for the benefit of the Beneficiary.

We confirm that the Beneficiary may rely upon the Report to the same extent that the Company could have relied upon it.

We confirm that no money is owed by the Company in respect of payment for our services in connection with the preparation of the Report and that we are not aware of any reason why the Report should not be relied upon by the Beneficiary.

We confirm to the Beneficiary that, in preparing the Report, we have exercised all the reasonable skill care and diligence to be expected of a properly qualified firm of measured building surveying consultants experienced in providing area calculations in relation to properties of similar in size, scope and complexity.



Further, we confirm and undertake that we have maintained at all times since the date of the Report, and will maintain at all times during a period expiring 6 years after the date of the Report, professional indemnity insurance cover of at least One Million Pounds (£1,000,000) for any one claim provided that such insurance is generally available in the market to consultants of our discipline at commercially affordable rates and terms. We shall, upon request by the Beneficiary, produce for inspection documentary evidence that such insurance is being properly maintained.

We hereby grant to the Beneficiary an irrevocable, non-exclusive, royalty-free copyright license to use and reproduce the Report (and any documents relating to the same) for any purpose in connection with the Development. We shall not be liable for any misuse of the Report.

We irrevocably confirm that no term, condition or statement in the Report limiting or restricting (a) reliance by third parties or assignees and (b) use or copying of the Report shall apply or be valid as between the Beneficiary and us and any such clauses shall be deemed deleted.

We undertake not to preclude the Beneficiary from recovering any losses from us by reason that:

1. the acts or omissions causing those losses occurred before the date of this Reliance Letter and/or
2. the Company will not incur or has not or would not have incurred any such losses

provided always that the duties, obligations and liabilities we owe to the Beneficiary in relation to the Report pursuant to this Reliance Letter are no greater in scope or duration than those we originally owed to the Company.

The benefit of this Reliance Letter may be assigned by the Beneficiary on a maximum of two occasions without our consent, but subject to notification. No further assignments shall be permitted.

Save as aforesaid, nothing in this Reliance Letter is intended to confer on any third party any benefit or right to enforce any terms of this Reliance Letter pursuant to the Contracts (Rights of Third Parties) Act 1999.

Yours faithfully

For and on behalf of Modelling Architecture Ltd  
Date XX-XX-XX