



To: **PARTNER CONSTRUCTION LTD**

Durhamgate Suite 1
Green Lane
Spennymoor
County Durham
DL16 6FY

17th December 2015

Dear Sirs

**Report On the Site known as the Former Foulstone School, Nanny Marr Road, Darfield
("the Development")**

As requested by Peveril Security Ltd ("the Client"), we, Brooks Ecological Ltd ("the Consultant"), agree to allow Partner Construction Limited ("the Recipient") to use, copy and rely on the content of the following report:

R-2037-01.2 Former Foulstone School, Nanny Marr Road, Darfield Bat Roost Potential Survey, February 2014

R-2037-02.1 Former Foulstone School, Nanny Marr Road, Darfield Ecological Appraisal, February 2014

This letter is made in consideration of the payment of one pound (£1.00) by the Recipient to the Consultant receipt of which the Consultant acknowledges.

1. The Consultant warrants that it has used the reasonable skill and care to be expected of a professional competent and experienced consultant of the relevant discipline in the preparation of the Reports.
2. The Consultant also 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 Reports and the recommendations and/or strategies contained in the Reports. Provided always that the Consultant shall have no liability for any

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subsequent alterations or variations on site since the completion of the Report which may affect the recommendations and/or strategies.

3. All Intellectual Property in the Reports will remain vested in the Consultant. For the purposes of this letter “Intellectual Property” shall mean all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any rights or property similar to the foregoing in any part of the world whether registered or unregistered together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property referred to above.
4. The Consultant grants to the Recipient with effect from the date of this letter an irrevocable, royalty-free, non-exclusive licence to use and to reproduce the Reports for any purpose whatsoever connected with the Development. The Consultant agrees to supply to the Recipient on request copies of such documents (subject to reimbursement of the Consultant’s reasonable copying charges) and warrants that the use of such documents for the purpose of the Development will not infringe the rights of any third party.
5. The Consultant shall not be liable for any such use by the Recipient of the Report and any drawings and other documents for any purpose other than that for which the same were prepared and provided by the Consultant.
6. The Consultant shall maintain with reputable insurers carrying on business in the European Union, from the date of the earlier of the Reports until twelve years after the date of the later of the Reports, not less than £10 million Public Liability Insurance and £5 million Professional Indemnity Insurance for any one claim or series of claims arising out of the same originating event (but in the aggregate for pollution and contamination claims) to cover all reasonable liability of the Recipient here under provided that such insurance is generally available in the market to members of its profession at commercially reasonable rates and terms. Upon reasonable request from time to time, the Consultant shall provide the Recipient with a broker’s letter (or equivalent) confirming that such insurance is currently in place.

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7. The Consultant agrees with the Recipient that it shall inform the Recipient as soon as practicably reasonable if such insurance ceases to be available at commercially reasonable rates in order that the Consultant and the Recipient can discuss means of best protecting their respective positions in the absence of such insurance provided always that in any event the Consultant shall take out and maintain such insurance as detailed above at the next highest limit available at commercially reasonable rates.
8. The Recipient may assign the benefit of and its benefits and rights under this letter without the Consultant's prior written consent on two occasions only and no further or other assignments shall thereafter be permitted.
9. The Recipient may not commence legal action against the Consultant under this letter after 12 years from the date of the Report.

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

EXECUTED as a DEED by
BROOKS ECOLOGICAL LTD
acting by:

Director



(signature)

PETER BROOKS _____
(print name)

Director/Secretary



(signature)

JOANNA CORNFIELD

(print name)

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