Your ref: ▼

To: **Atelier Capital Partners Limited** (company number: 11888767) whose registered office is situated at 3-5 Rathbone Place London England W1T 1HJ and each of its respective transferees, successors, or assignees; (the "**Beneficiary**").

▼ 20▼

Dear Sirs

1. We, ▼ (company number: ▼) whose registered office is at ▼ (the "**Consultant**") refer to our report entitled "▼” addressed to ▼ dated ▼ 20▼ including all schedules and appendices to it (the "**Report**") which relates to an area located at ▼ (the "**Development**").
2. In consideration of the payment of £1 on behalf of the Beneficiary, receipt of which the Consultant acknowledges, the Consultant confirms its duty of care to the Beneficiary and acknowledges that the Beneficiary is placing reliance on the Report. The Consultant undertakes and confirms that the Beneficiary may use, copy and rely on the contents of the Report as if it had been commissioned by and addressed to the Beneficiary jointly together with the party which originally commissioned it.
3. The Consultant warrants that in preparing the Report it has exercised all the reasonable skill, care and diligence to be expected of a competent and appropriately qualified [▼][consultant][ground investigation contractor] experienced in preparing reports commensurate in all respects with the Report for projects of similar size, scope, purpose and complexity to the Development.
4. The Consultant also acknowledges that in agreeing to release the Report to the Beneficiary, the Beneficiary shall be entitled to rely on the Consultant’s skill and judgement as set out in the Report.
5. 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 Development 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 Report 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).
6. The Beneficiary may disclose the Report (without reliance):
	1. where disclosure is required by law or in respect of legal proceedings in connection with the Report;
	2. to any party funding or providing finance in connection with or for the Development and their respective advisers; and
	3. to future owners or tenants, or prospective purchasers or tenants, of any part or parts of the Development.
7. The Beneficiary may assign the benefit of this letter:
	* 1. by way of a security or by way of re-assignment on redemption;
		2. by to a subsidiary of the Beneficiary, or holding company or another subsidiary of a holding company of the Beneficiary (as those expressions are defined in s1159 of the Companies Act 2006; and
		3. by absolute assignment on three other occasions only.
8. The Beneficiary shall notify the Consultant of any assignment of this letter. If the Beneficiary fails to do this, the assignment will still be valid.
9. The Consultant has in place and will at all times maintain professional indemnity insurance covering its liabilities in respect of the Report for an amount of at least £▼ for any one occurrence or series of occurrences arising out of any one event until the expiry of 6 years after the date of the Report provided such insurance is available in the UK on commercially reasonable rates (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). Further, when reasonably requested, the Consultant will provide documentary evidence to the Beneficiary that the insurance required under this letter is being maintained.
10. The Beneficiary may not commence any legal action against the Consultant under this letter after 6 years from the date of the Report.
11. This letter shall be governed by and be in accordance with the law of England and Wales and any claim or matter arising under or in connection shall fall under the exclusive jurisdiction of the English Courts.

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

Yours faithfully

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: |  |  | Name: |  |
| Signature: |  |  | Signature: |  |
| Duly authorised signatory for and on behalf of ▼ |  | Duly authorised signatory for and on behalf of ▼ |