



WELBECK LAND

13 WOODSTOCK STREET, LONDON W1C 2AG TEL: 020 7529 3800 FAX: 020 7529 3801

Richard Pike
Digital Terrain Surveys LLP
Tanners Court
Tanners Lane
East Wellow
Romsey
Hampshire
SO51 6DP

Our Ref: AH/rm

30 March 2017

Dear Richard

Gillingham, New House Farm – Topographical Survey

Further to our discussions, I write to confirm the agreed basis for the engagement between Welbeck Strategic Land LLP (the "**Client**") and Digital Terrain Surveys LLP (the "**Consultant**"), in respect of New House Farm, Gillingham (the "**Project**").

The Terms and Conditions applicable to the engagement are attached to this letter.

The agreed fee is set out in Schedule 1 attached to the Terms and Conditions of Engagement. The fee is to be paid in accordance with clause 3 of the Terms and Conditions.

Any additional fees in connection with this project will also be appended to Schedule 1 and paid in accordance with the Terms and Conditions of Engagement.

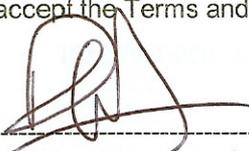
You are to maintain professional indemnity insurance in an amount of not less than £1 million in accordance with clause 4 of the Terms and Conditions of engagement.

I trust that this fully sets out the agreed basis for your engagement and would be grateful if you would sign the enclosed copy of this letter on behalf of Digital Terrain Surveys LLP confirming your acceptance to these Terms and Conditions.

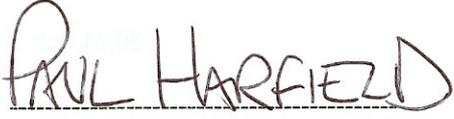
Yours sincerely

Andrew Hodgson
Welbeck Strategic Management LLP
For and on behalf of Welbeck Strategic Land LLP
Encs.

We accept the Terms and Conditions of the engagement as described in this letter and enclosures.



Signed for and on behalf of Digital Terrain Surveys LLP



Name of person signing for and on
behalf of Digital Terrain Surveys LLP (printed)

TERMS AND CONDITIONS OF ENGAGEMENT OF CONSULTANTS

DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires, the following words bear the following meanings:

"Client" means the person identified as the Client in the Letter;

"Consultant" means the person identified as the Consultant in the Letter;

"Fee" means the consideration for the Services identified in the Letter;

"Letter" means the covering Letter accompanying these Terms and Conditions;

"Project" means the project identified in the Letter;

"Services" means the services relating to the Project to be carried out by the Consultant identified in the Letter, as amended from time to time in accordance with these Terms and Conditions; and

"Terms and Conditions" means the terms and conditions set out below and other documents or parts of other documents expressly referred to in them.

1. ENGAGEMENT AND PROVISION OF SERVICES

- 1.1 The Client confirms the engagement of the Consultant and the Consultant confirms its agreement to act in relation to the Project on these Terms and Conditions.
- 1.2 The Consultant shall carry out the Services and the obligations of the Consultant in accordance with these Terms and Conditions and all reasonable written instructions of the Client.
- 1.3 The Client may by written instruction to the Consultant amend the Services whether by omission, addition or alteration.

2. STANDARD OF CARE

- 2.1 The Consultant warrants that it shall exercise in the performance of the Services the reasonable skill, care and diligence to be expected of professionally qualified and competent members of the Consultant's profession experienced in carrying out work of a similar size, scope, nature, complexity and purpose to the Project.
- 2.2 The Consultant warrants that it shall exercise the reasonable skill, care and diligence required by clause 2.1 to carry out the Services in accordance with all applicable legislation.

3. THE FEE AND TERMS OF PAYMENT

- 3.1 The Client agrees to pay to the Consultant as full remuneration for the Services the fee set out in the Letter.
- 3.2 Subject to clause 9, the Consultant shall submit tax invoices (showing amounts and supported by such documents, vouchers and receipts as shall be necessary for checking the same) to the Client when any amounts are due to the Consultant in respect of the Services, but not more frequently than the instalments specified in the Letter.
- 3.3 The due date for payment will be the date when the Client receives the relevant tax invoice (the **"Due Date"**).
- 3.4 Within 5 days of the Due Date the Client will give the Consultant a notice specifying the sum that the Client considers to be due at the Due Date and the basis on which that sum was calculated.

- 3.5 In the event that the Client fails to provide the Consultant with a notice as specified in clause 3.4 above, the Client shall accept the sum specified within the Consultant's invoice in accordance with clause 3.2 as the sum due.
- 3.6 The final date for payment shall be 30 days from the Due Date.
- 3.7 The Client shall pay to the Consultant the total amount of Value Added Tax properly chargeable by the Consultant on the supply to the Client of the Services.
- 3.8 The Client may issue a 'pay less notice' pursuant to Section 111 of the Housing Grants, Construction and Regeneration Act 1996 (as amended by Part 8 of the Local Democracy, Economic Development and Construction Act 2009) no later than 1 day before the final date for payment specified in clause 3.6.
- 3.9 The Fee shall be adjusted in the event of any amendment to the Services pursuant to clause 1.3 in accordance with any provisions for adjustment set out in the Letter, otherwise on a fair and reasonable basis taking account of the amount and make-up of the Fee prior to amendment.
- 3.10 The Fee shall be inclusive of all expenses and disbursements; exclusive of VAT which shall be added at the prevailing rate; and exclusive of any statutory and local authority fees (which shall be the responsibility of the Client).

4. **PROFESSIONAL INDEMNITY COVER**

Without prejudice to the Consultant's other obligations and liabilities, the Consultant shall maintain professional indemnity cover with reputable insurers based in the UK without any unusually onerous conditions and with a limit of indemnity of not less than the level stated in the Letter for each and every claim but in the annual aggregate in respect of pollution or contamination claims, and asbestos claims, for a period from the commencement of its obligations hereunder to the expiry of a period of six years from the date of practical completion of the Project or earlier abandonment thereof or earlier termination of the Consultant's engagement provided that such insurance remains available at commercially reasonable rates. The insurance shall cover claims arising out of the performance of the Services.

5. **DUTY OF CARE TO THIRD PARTIES**

The rights set out in the Third Party Rights Schedule (set out in Schedule 2) shall vest in a:

- (a) landowner from time to time of the whole or any part of the Project or
- (b) first purchaser of the of the whole or any part of the Project and any second purchaser (being a party purchasing the whole or any part of the Project from the first purchaser); or
- (c) first tenant of the of the whole or any part of the Project and any second tenant (being a party leasing the whole or any part of the Project from the first purchaser); or
- (d) (to the extent they are not so entitled pursuant to limb (b) above), any affordable housing provider with an interest in the whole or any part of the Project;

on the date of receipt by the Consultant of the Client's notice to that effect, stating the name of the landowner, purchaser, tenant or affordable housing provider and his interest in the Project.

6. **SUBLETTING**

The Consultant shall not be entitled to sublet the performance of the Services without the prior written consent of the Client. If the Client does consent to any subletting the Consultant shall remain responsible for the performance of the sublet Services.

7. **ASSIGNMENT**

The Client may without the consent of the Consultant, assign its benefit and rights under these Terms and Conditions and the Letter:

- (a) to any group company of the Client (meaning a subsidiary of the Client, a holding company of the Client or a subsidiary of a holding company of the Client); and /or
- (b) as security to any person having or acquiring a mortgage or charge over the Project or any part of it (and such rights may be reassigned on redemption); and/or
- (c) by way of absolute legal assignment to another company ("P1") and by P1 by way of absolute legal assignment to another person ("P2")

Thereafter any assignment shall only be permitted with the consent of the Consultant.

The Client shall provide written notice to the Consultant following any assignment.

8. **COPYRIGHT**

Copyright in all documents prepared by or for the Consultant in connection with the Project and in any designs depicted in and works executed from these documents shall, unless otherwise agreed, remain the property of the Consultant but the Consultant hereby grants to the Client a non-exclusive, irrevocable, royalty free, transferable licence to copy, use and publish such documents (including copies thereof) and the right to grant sub-licences in respect of the same for any purpose connected with the Project. Such licence shall enable the Client to copy and use the Documents for the extension of the Project but such use shall not include a licence to reproduce the designs contained therein for any extension of the Project. The Consultant shall not be liable for any misuse of the documents by the Client.

9. **TERMINATION**

- 9.1 The Client may, in addition to any other rights and remedies it may have, terminate the Consultant's engagement upon giving seven days' written notice.
- 9.2 If the Client terminates the Consultant's engagement because it has not carried out its obligations, it shall not be obliged to make any further payments to the Consultant, whether or not any payments have been invoiced, and the Client reserves its right to recover from the Consultant any loss or damage which it incurs as a result of any default.
- 9.3 If the Client terminates the Consultant's engagement for any reason other than the default of the Consultant, then it shall pay to the Consultant a fair and reasonable amount for the Services carried out up to the date of termination but nothing more.

10. **APPROVALS**

No consent, approval or act or omission of the Client shall of itself relieve the Consultant of its obligations.

11. **CONFIDENTIALITY**

- 11.1 Subject to clause 11.2, the Consultant shall not disclose any confidential information of which it has or may in the course of its engagement become possessed relating to the Client, customers of the Client and/or the Project.
- 11.2 The restrictions contained in clause 11.1 shall not apply to any disclosure made:
 - (a) to the Consultant's professional advisers; or

(b) to the Consultant's and/or Client's insurers and/or insurance brokers.

12. **NOTICES**

Any notice to be given hereunder shall be in writing and shall be deemed to be duly given if it is delivered by hand at or sent by registered post or fax to the addresses of the parties identified in the Letter or other business addresses for the time being. In the case of notices sent by registered post the same shall be deemed to have been received two working days after being posted.

13. **HEADINGS**

Headings to clauses are for convenience only and do not affect the interpretation of these Terms and Conditions.

14. **LAW**

These Terms and Conditions and all matters relating thereto shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

15. **SCOPE OF AGREEMENT**

These Terms and Conditions shall constitute the entire agreement between the parties in respect of the Project.

16. **ADJUDICATION**

16.1 Any dispute shall be referred to adjudication in accordance with this clause. No party shall take any steps in any proceedings or arbitration beyond the issue of a claim form or the giving of a notice of arbitration until an adjudicator has delivered his decision on the dispute to all the parties.

16.2 The referring party shall request the President of the Royal Institution of Chartered Surveyors or his representative to nominate an adjudicator.

16.3 The provisions of Part I of the Schedule to the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 1998/649), as amended by the Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 (SI 2011/2333) (as further amended from time to time) shall apply subject to the provisions of this clause 16.

17. **LIMITATION OF LIABILITY**

17.1 Notwithstanding anything to the contrary in these Terms and Conditions, the liability of the Consultant under or in connection with the Terms and Conditions whether in contract or in tort, for breach of the statutory duty or otherwise (other than in respect of personal injury or death or fraud or fraudulent misrepresentation) shall not exceed in the sum of £1,000,000 for each and every claim.

17.2 No action or proceedings for any breach of these Terms and Conditions shall be commenced against the Consultant after the expiry of 6 (six) years from the date of completion of Services or the termination of the Services if earlier.

18. **THIRD PARTY RIGHTS**

18.1 Save for the rights of landowners, purchasers or tenants as take effect pursuant to clause 5, no person may enforce any of these Terms and Conditions and/or the provisions set out in the Letter by virtue of the Contracts (Rights of Third Parties) Act 1999.

18.2 The rights of the Client and/or the Consultant to:

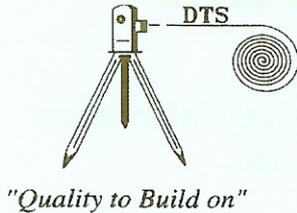
- (a) terminate the Consultant's employment under these Terms and Conditions, or to agree to rescind these Terms and Conditions; or
- (b) agree to amend or otherwise vary or to waive any terms of these Terms and Conditions; or
- (c) agree to settle any dispute or other matter arising out of or in connection with these Terms and Conditions, in each case in or on such terms as they shall in their absolute discretion think fit,

shall not be subject to the consent of any landowner, purchaser or tenant.

SCHEDULE 1

The Services and Fee

The services and Fee are described in the quotation from Richard Pike of Digital Terrain Surveys LLP address to Andrew Hodgson of Welbeck Land LLP dated 22 March 2017 attached hereto.



Digital Terrain Surveys LLP

Tanners Court, Tanners Lane,
East Wellow, Romsey
Hampshire. SO51 6DP
Telephone: 01794 514978
Facsimile: 01794 517653
Email: sales@dtssurveys.co.uk

REVISED QUOTATION

To: Welbeck Land
For the attention of: Mr A. Hodgson
From: Richard Pike
Date: 22 March 2017

Project: Newhouse Farm, Gillingham, Dorset, SP8 5JQ

Quotation: £ 1,480.00 + VAT

Parking: We would expect to be provided with parking exemption. Our survey equipment requires vehicular access to the site. If this is not available then any parking charges will be added to the clients account.

Timescale: Timescales are constantly reviewed but currently we are able to commence the survey after 8 working days from written acceptance with completion after a further 8 working days.
If this time scale is not acceptable please contact us.

Insurances: £5 million - Professional Indemnity
£10 million - Public Liability
£10 million - Employers Liability

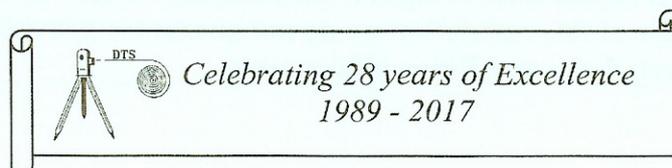
Specification: As per attached sheets

Survey data supplied as: AutoCAD DWG file supplied via email
Please Note: Additional copies will incur an extra charge

Our standard terms and conditions apply.

We hope this quotation is acceptable and look forward to hearing from you

On behalf of **Digital Terrain Surveys LLP**

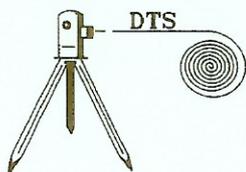


Digital Terrain Surveys LLP

Health and Safety:- Clients are responsible to supply any information that may affect safe working on site.

Topographical Specification

Plotted Scale	1:200
OS Datum	Y
Temporary Bench Mark	N
OS National Grid	Y
Contours and Vertical Interval	N
Grid Levelling Interval	10m Boundaries 20m Field
Levels at Top of Kerb	Y
Bottom of Kerb	Y
Verge Levels	Y
Crown	Y
Road Markings	Y
Boundary Features	Y
Overhead Cables	Y
Standard Topographic features	Y
Inspection Covers Cover Level	Y
Invert Level	N
Pipe Sizes	N
Trees (Bole size 300mm diameter and greater)	Y
Canopy	Y
Floor levels of existing buildings (Ground Floor Only)	Y
3D Nodes included	Y
Eave and ridge heights of existing/adjoining building	N
<p>*NB Invert Levels – Every reasonable effort will be made to lift inspection covers, however, if after 5 minutes we are unable to lift the cover, it will be deemed UTL (Unable To Lift)</p>	
<p>NB - This quotation is dependent on unrestricted access to all areas of the site, including areas affected by vegetation. If access is restricted and we are unable to complete the survey as per our quotation, we reserve the right to payment in full.</p>	
<p>NB - All information supplied is dependant on accessibility within the health and safety guidelines and procedures</p>	
<p>NB - Surveying Eave & Ridge heights of adjoining properties is dependant on uninterrupted lines of sight from positions outside their property boundary. Because of this restriction we do not guarantee providing all adjoining property Eave and Ridge information.</p>	



"Quality to Build on"

Digital Terrain Surveys LLP

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East Wellow, Romsey
Hampshire. SO51 6DP
Telephone: 01794 514978
Facsimile: 01794 517653
Email: sales@dtsurveys.co.uk

1. GENERAL

A. In these terms and conditions "The Company" means Digital Terrain Surveys LLP. "The Customer" means the person, firm or company placing an order with the Company. "Product" means the data, material, images, photographs, maps, drawings, posters and other data (whether in eye readable form or otherwise) and any part thereof as set out in the order.

B. All orders are accepted and Product supplied subject to the following express terms and conditions.

No addition thereto or variation there from shall be binding on the Company unless it is in writing and signed by a duly authorised representative of the Company.

2. ORDERS

The Company reserve the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event that any of the Customers commitments with the Company shall not be met. If an order is cancelled by the Company in the aforementioned circumstances, or is cancelled by the Customer then the Customer shall indemnify the Company against all loss, costs (including the cost of all labour and materials or goods and overheads incurred), damages, charges and expenses arising out of an order and the cancellation thereof (the Company giving credit for the value of such materials or orders sold or utilised for other purposes).

In the event of any discrepancy between the terms of the Customers order and these conditions, these conditions will prevail unless alterations, deletions or additions have been agreed in writing by a duly authorised representative of the Company

3. EXTRA COSTS

A. In the event of any suspension of work through the customers instructions, lack of instructions or any default on the part of the Customer whatsoever the price(s) given shall be increased to cover any extra expenses thereby incurred by the Company.

B. All quotations and estimates issued by the Company are unless otherwise stated, based on the current cost of the production (materials, hours and wages) and our subject to amendments on or after acceptance to meet all rise and fall in such costs.

4. DELIVERY TIME

Any period or date of delivery or performance named by the Company is an estimate only and the Company shall not be liable for any costs incurred resulting from any failure to deliver or perform by such dates howsoever caused.

5. PAYMENT TERMS

An invoice for the full price will be sent to the Customer by the Company on completion of the Product. All payments shall be due within 30 days of the date of invoice. If the customer fails to make full payment on or before the due date, the Company reserve the right to charge an administration fee of £50.00. The Company also reserve the right to charge interest on the sum outstanding at the rate of 20% on the total value of all outstanding invoices, from the date when the invoices first became due for payment until full payment is received.

6. RIGHTS IN PRODUCT

The Customer acknowledges that copyright subsists in the Product and that all property and other rights in the Product and all trade marks and logos used on or in relation to the product shall remain with the Company. Subject to full payment for the Product the Company grants the Customer a non exclusive non-transferable right to use the Product for its own internal purposes, which shall not include any right to copy the Product in any way, nor to sell, supply or disclose the Product in any third party including subsidiary, associated or parent companies of the Customer or to deal in the Product in any other way.

7. LAW

These conditions and the contract between the Customer and the Company with respect to the Product shall be governed by English Law. The parties agree to submit to the jurisdiction of the English Courts.

SCHEDULE 2

Third Party Right Schedule

Particulars

Client:	[Identity and registered office]
Consultant:	[Identity and registered office]
Beneficiary:	[Identity and registered office]
Consultancy Agreement by which Client approved Consultant:	[date]
Project:	[details]

Operative Provisions

1. The Consultant warrants that it has complied with and shall continue to comply with its obligations under the Consultancy Agreement provided that it shall owe no greater obligations to the Beneficiary than it would have owed if the Beneficiary had been named joint client under the Consultancy Agreement with the Consultant owing its duties thereunder to each client separately. The Consultant shall be entitled in any action or proceedings by the Beneficiary to rely on any limitation in the Consultancy Agreement and to raise the equivalent rights in defence of liability (save in respect of set-off and counterclaim) as it would have against the Client under the Consultancy Agreement.
2. Copyright in all documents prepared by or for the Consultant in connection with the Project and in any designs depicted in and works executed from these documents shall, unless otherwise agreed, remain the property of the Consultant but the Consultant hereby grants to the Beneficiary a non-exclusive, irrevocable, royalty free, transferable licence to copy, use and publish such documents (including copies thereof) and the right to grant sub-licences in respect of the same for any purpose connected with the Project including without limitation its sale, letting, use, maintenance, redesign, repair, reinstatement, advertisement, marketing, alteration, extension, renewal, redevelopment or refurbishment and the Consultant agrees not to assert any moral rights in such documents or the Project granted pursuant to the Copyright, Designs and Patents Act 1988 or any statutory re-enactment or modification thereof. Such licence shall enable the Beneficiary to copy and use the Documents for the extension of the Project but such use shall not include a licence to reproduce the designs contained therein for any extension of the Project The Consultant shall not be liable for the use of such documents for a purpose other than that for which they were prepared.
3. The Consultant shall maintain professional indemnity cover with reputable insurers based in the UK without any unusually onerous conditions with a limit of indemnity of not less than the amount specified in the Consultancy Agreement for each and every claim for a period from the commencement of its obligations under the Consultancy Agreement to the expiry of a period of six years from the date of practical completion of the Project provided that such insurance remains available at commercially reasonable rates. The insurance shall cover claims hereunder arising out of the performance of the Consultant's duties under the Consultancy Agreement. The Consultant shall produce to the Beneficiary at its request a brokers covernote evidencing the insurance arrangements described herein within 7 days of being so required.
4. The Beneficiary may assign all or any part of the benefit of and rights under this Schedule, without the Consultant's consent:
 - (a) to an Associated Company at any time and;

- (b) as security to any person having or acquiring a mortgage or charge over the Project or any part of it (and such rights may be reassigned on redemption); and/or
- (c) by way of absolute legal assignment to another company ("P 1") and by P1 by way of absolute legal assignment to another person ("P2")

Thereafter, any further assignments shall be with the Consultant's consent.

For the purposes of this clause 4, "Associated Company" means in respect of a relevant company, a company which is a subsidiary, a Holding Company (as that term is described in Section 1159 of the Companies Act 2006) or a company that is a subsidiary of the ultimate Holding Company of that relevant company.

The Beneficiary shall provide written notice to the Consultant following any assignment.