

Our Ref: J14075/SJP

To:

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Dear Sirs

Development of Land on the south east side of St Stephen's Church, Hamsland, Horsted Keynes, West Sussex (the "Project")

In this letter "Document" means the Soils Investigation Report J14075 dated 9 August 2019 addressed to B.Yond Homes Limited in respect of the Project.

In consideration of the payment by you of £675 + VAT (receipt of which we acknowledge) we:

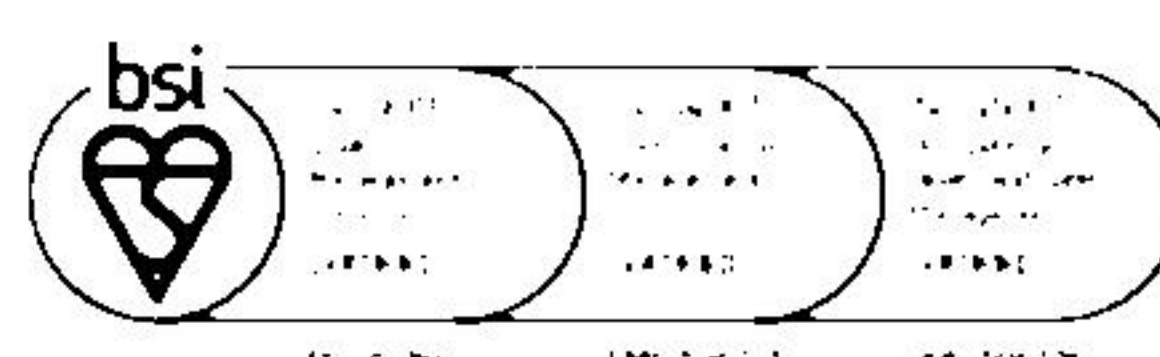
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- (b) confirm that you may use and rely upon the Document and that we owe to you the same duty of care in respect of the preparation of the Document as if the Document had been prepared for and addressed to you.

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We agree on reasonable request following reasonable prior written notice to give to you, or those authorised by you, access to the Document and to provide copies (by electronic copy or hard copy as you request) of the Document. You will pay our reasonable expenses.



We further agree to take out and maintain professional indemnity insurance for £5,000,000 for each and every claim (save in respect of claims arising out of pollution, contamination, asbestos or fire safety notifications when insurance shall be in an aggregate basis of any annual period of insurance) for a period of 6 years from the date of this letter provided such insurance is generally available in the market.

When requested by you we agree to produce for inspection documentary evidence that such professional indemnity insurance is being maintained.

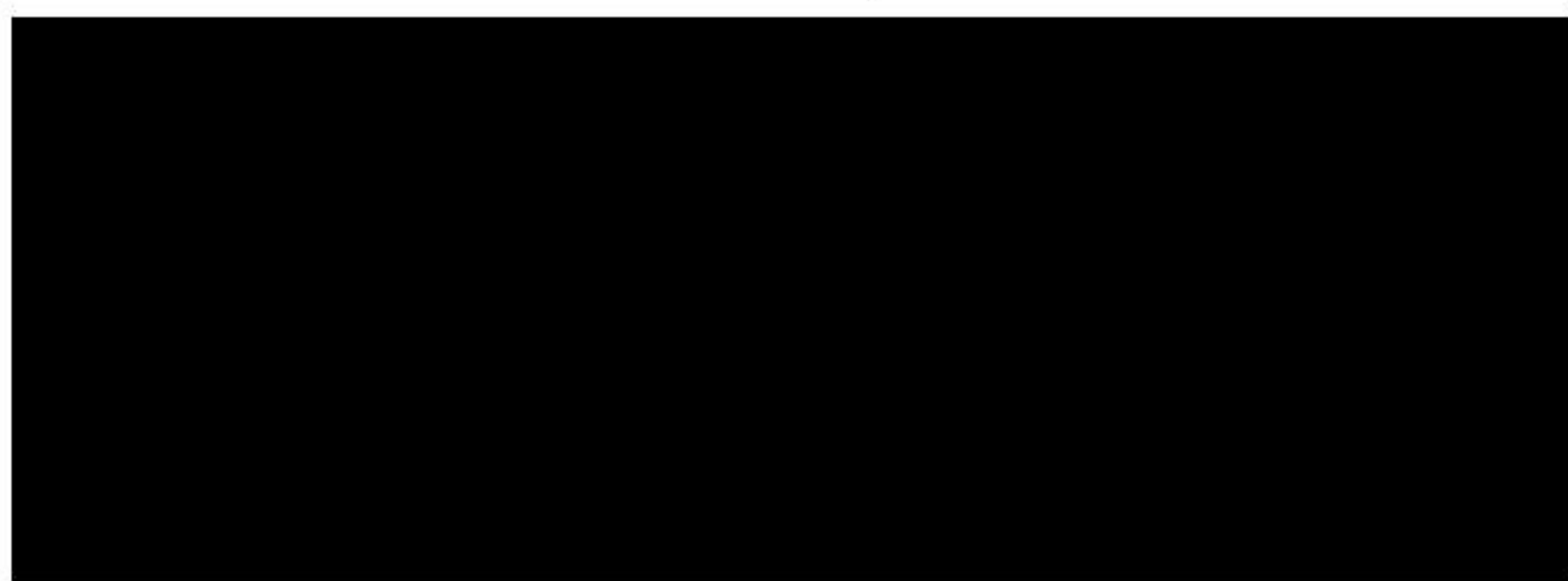
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- (a) by way of a security or by way of re-assignment on redemption;
- (b) to a subsidiary of, or holding company or another subsidiary of a holding company of the Beneficiary (as those expressions are defined in section 1159 of the Companies Act 2006); and
- (c) by absolute assignment on two (2) other occasions only.

provided always that you will notify us of the details of any such assignment and that the benefit shall not be effective until the date of such notification,

and otherwise with our prior consent which will not be unreasonably withheld or delayed.

Yours faithfully



For and on behalf of
Southern Testing Laboratories Limited

Signed: 

Dated: 02/06/2025

For and on behalf of: Macar Homes (Horsted Keynes) Limited