

To:
Edwards Homes Ltd
Edwards House
11 Dock Road Industrial Estate
Connah's Quay
Deeside
Flintshire CH5 4DS

FAO: Mr Neil Edwards

Date: 12 November 2018

Dear Sirs

RE: Land at Station Avenue, Chirk, Wrexham, LL14 5NA ["The Site"]

1. We refer to the contract (The "Contract") between us and Co-operative Group Ltd (the "Client") under which we agreed to perform tree survey and reporting services in connection with the Site and to our Arboricultural Impact Assessment dated November 2015 and subsequently updated in March 2017 and January 2018 (the "Report") which was prepared by us and pursuant to the Contract. We understand that you have or will purchase an interest in the Site from the Client.
2. References in this letter to 'we', 'us' or 'our' shall mean Ascerta (registered Office Mere One, Mere Grange, Elton Head Road, St. Helens, Merseyside WA9 5GG). References in this letter to 'you' or 'your' shall mean **Edwards Homes Ltd** whose registered office is at Edwards House, 11 Dock Road Industrial Estate, Connah's Quay, Flintshire, CH5 4DS (Company Registration Number 03567576).
3. In consideration of a sum of two hundred and fifty pounds (£250.00) plus VAT, we hereby warrant to you that we have performed all our duties and obligations under the Contract and that in performing our services and preparing the Report, we have exercised all reasonable skill, care and diligence to be expected of a professionally qualified and competent arboricultural consultant, experienced in carrying out similar duties and obligations as those carried out under the Contract for similar sites as the Site having regard to the likely development of the site.
4. We acknowledge that we owe you a duty of care in performing our services under the Contract and that you have relied upon and will continue to rely upon the proper performance by us of our duties and obligations under the Contract, this letter and the preparation of the Report(s).

Edwards Homes Ltd

5. We warrant that we have and shall continue to maintain Professional Indemnity Insurance with a limit of liability of not less than one million pounds (£1,000,000) for each claim and subject to the aggregate policy limit in force and subject to the terms and conditions of our insurance policy in respect of our core business (copy of the policy wording available on request) for a period expiring two (2) years from the date of this letter, subject to such Insurance being available in the market at commercially reasonable rates and terms. As and when we are reasonably requested to do so by you, we shall provide you with a copy of a letter from our Insurance brokers as evidence that such professional indemnity insurance is being maintained and is in force. We will use all reasonable endeavours to comply with all conditions and obligations of our insurance policy.
6. The copyright of all drawings, specifications, calculations and other documents prepared by us or on our behalf in connection with the Contract and the Site, including but not limited to the Report, shall remain vested in us, but we hereby grant you a royalty-free, irrevocable and non-exclusive licence to copy and use those documents and the Report and to reproduce the designs contained in them for any purpose relating to the Site, provided that we shall not be liable for any use by you of such documents for any other purpose than those for which they were prepared and/or provided by us. Such licence shall include the right to grant sub-licences in the terms of this licence transferable to third parties without our consent. Subject to you paying our reasonable photocopying charges, we shall also provide to you copies of such documents.
7. The benefit to you of this letter may be assigned by absolute legal assignment on two occasions only. No further or other assignment is permitted.
8. The statutory period of limitation in respect of our liability under this letter pursuant to the Limitation Act 1980, shall not apply and the period of limitation in respect of our liability under this letter shall extend to the expiration of two (2) years from the date of this letter.
9. We shall be under no greater duty, obligation or liability to you under this letter than we would have had, had you been named as joint client with the Client under the Contract and we shall be entitled to rely on any limitation or exclusion of liability under the Contract in defence of any liability to you under this letter, but for the purposes of this paragraph disregarding any right of set-off or counterclaim.
10. This letter shall be governed and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction with regard to all matters arising from it.

IN WITNESS thereof this document is executed and delivered as a deed on the date of this letter.

EXECUTED AS A DEED by



Alistair McLeod
Principal
Ascerta

Mere One, Mere Grange, Elton Head Road, St Helens, Merseyside WA09 5GG
Tel: 0845 463 4404 **Email:** info@landscapetreeseecology.com **Web:** www.landscapetreeseecology.com
VAT Reg. No.: 171 7491 93