

Ecology 4 U

Offsite Mitigation Provision Assessment for BNG

**Site Address: Eiling Lodge
Driver's End, Codicote, Hitchin SG4 8TP**

**Local Planning Authority: North Hertfordshire
District Council**

Date: 25.08.2025

Ref: OM/LS/Rev-

Clarification

This report has been prepared for our client as stated within our appointment, only and expressly, for the purposes set out in this appointment and we owe no duty of care to any third parties in respect of its content. Therefore, unless expressly agreed by us in writing and signed, we hereby exclude all liability to third parties, including liability for negligence, save only for liabilities that cannot be so excluded by operation of applicable law. This report has been based solely on the specific design assumptions and criteria stated herein. A portion of the data and information included within this report has been gathered through enquiry with a third-party. This data is believed to be correct; however, no liability will be accepted for any discrepancy's inaccuracies, mistakes, or omissions in this.

1.0 Introduction

1.1 The Environment Act (2021), which came into effect in April 2024 for small sites, mandates that developments in England must prove a measurable net gain in biodiversity, with a minimum target of 10% BNG for all projects. It also specifies adopting a management plan with a minimum 30-year duration to ensure the delivery of biodiversity net gain.

1.2 Following the Biodiversity Net Gain (BNG) Calculations and Report conducted by Ecology 4 U in June 2025, Ref: BNG/LS/Rev-, no change was recorded in post development habitat from the baseline habitat.

1.3 There is a requirement to secure measurable gains in biodiversity on all sites, following completion of the proposed development, as required under Local Planning Policy (NE4 North Herts Local Plan).

1.4 This report has been completed using a measurable gain of 10% above baseline habitat - 0.0022 Habitat Units - as determined in the Ecology 4 U BNG Report referenced above.

1.5 The proposed development comprises an extension to the residential dwelling at Eiling Lodge, Driver's End, Codlicote, Hitchin within the private garden, therefore any gains proposed cannot be legally secured on site.

1.6 The applicant wishes to seek BNG compensatory provision through the purchase of offsite credits, as the BNG cannot be secured on the site. This report details the chosen off-site provider.

2.0 Off Site BNG credits

2.1 There is no habitat loss by the proposed development, as the development is wholly on unvegetated, unsealed garden land, with a zero-biodiversity value. This is demonstrated within the BNG Small Sites Metric and accompanying report by Ecology 4 U Ref: BNG/LS/Rev-.

2.2 To achieve the minimum 10% gain in habitats for wildlife post development 0.0022 Habitat Units are required to be purchased offsite.

2.3 This BNG requirement of 0.0022, the Small Sites Metric, BNG report and Site location were sent to several government registered Biodiversity Off-site Mitigation providers. A number of quotes were received, and all could offer the required amounts and specified type of habitat.

2.4 The applicant has elected to purchase offsite mitigation units from Nattergals, specifically: Harold's Park Wildland Limited (Biodiversity Gain Site Register BGS-190325001)

for their offsite mitigation. The quote is provided in appended to the Allocation Agreement in Appendix B.

2.5 The biodiversity units will be created and managed by Harolds Park Wildland Limited.

2.6 Harold's Park Wildland is in Essex and extends to a 206-hectare site in the Green Belt. The offsite provider is transforming the low productivity arable fields, into an abundance of biodiversity and wildlife.

3.0 Harold's Park Wildland Limited (Biodiversity Gain Site Register BGS-190325001)

3.1 Currently Harold's Park Wildland Limited is currently largely ecologically depleted across the hard grazed pony paddocks and ploughed arable fields. However, the farm has been sensitively managed for nature, with small fields, wild hedges and professionally managed woodlands, margins, edges, and hedges all hotspots for biodiversity.

3.2 Biodiversity hotspots and seed sources include: two areas of ancient woodland (both classed as priority habitat) and a series of ponds. Alongside ancient oak pollards and hornbeam coppice, and open-grown veteran trees, where deadwood is preserved.

3.3 Advantages of utilising Harold's Park Wildland for Offsite Mitigation include:

3.1.1 High Integrity

BNG units are delivered through landscape scale and natural process led Nature recovery, by a team of skilled ecologists and rewilding specialists.

3.1.2. Legally Approved

All units are legally secured, via a s106 agreement or a Conservation Covenant for a minimum period of 30 years.

3.1.3. Meaningful Impact

Nattergals work in collaboration with local communities.

3.4 Harold's Park Wildland, Essex.

This receptor site extends to a 206ha.

Local Planning Authority: Epping Forest

National Character Area: Northern Thames Basin is a diverse area. It extends from Hertfordshire in the west to the Essex coast in the east. It is separated from the North Sea and Thames Estuary by the narrow Greater Thames Estuary (NCA81). This NCA contains the suburbs of North London and historic towns and cities including St. Albans and Colchester. It also includes new and planned towns such as Welwyn Garden City, Hatfield, and Basildon.

A wide variety of semi-natural habitats support many important species in the NCA of Thames Basin. The habitats have broken up over time, and large-scale efforts are needed to re-connect

them. Estuaries and woodlands are the most important habitats in the NCA. The estuaries support migrating and wintering birds, and rare or locally important plants and invertebrates. Many of the woodlands are ancient in origin and have a long history of management. This allows ground flora to develop that supports rare mosses and deadwood invertebrates.

Nattergals Harold's Park Wildland project is directly contributing to Natural England's Headline Statements of Environmental Opportunity, which include:

SEO 1

Manage rivers and river valleys to protect and improve water quality and help to alleviate flooding in the downstream urban areas, while also helping to improve aquifer recharge and provide a sufficient store of water to meet future need, especially with predicted climatic changes. Conserve the riparian landscapes and habitats, for their recreational and educational amenity for their internationally significant ecological value.

And

SEO 4

Manage and expand the significant areas of broadleaf woodland and wood pasture, and increase tree cover within urban areas, for the green infrastructure links and important habitats that they provide, for the sense of tranquillity they bring, their ability to screen urban influences and their role in reducing heat island effect and sequestering and storing carbon.

Neighbouring Local Planning Authorities: Brentwood | Broxbourne | East Hertfordshire
| Harlow | London | Uttlesford

Habitat Types: Medium distinctiveness heathland & shrub, grassland, ponds, woodland and forest, high distinctiveness woodland and forest, and very high distinctiveness grassland

4.0 Quote

4.1 The table below demonstrates how the biodiversity units will be met, with spatial multiplier, and increased distinctiveness through planting of individual trees:

Habitat	Distinctiveness	Request Units	Available	Source	Spatial Multiplier	Required Units	Price Per Unit Plus, VAT	Total Plus VAT
Other Neutral Grass land	Medium	0.01	Yes - Trading up for Individual Trees	Harold's Park Wildland	1.3	0.01	£28,000	£364
Total		0.01				0.01		£364
NOTE: Payment in full, upfront, for purchases under 1 unit								

5.0 Legal Secured Agreement

5.1 Harold's Park Wildland Limited provides all legal documentation in template form, including sale agreements. Their habitat banks are registered with Natural England BNG: Biodiversity gain site records, and are on the government register of BNG receptor sites.

5.2 Nattergals at Harold's Park take on the lasting responsibility for offsite BNG mitigation arising from the development.

5.3 The offsite management and monitoring for the statutory 30-year minimum period will be transferred in its entirety to Harold's Park Wildland Limited.

5.4 This obligation will be secured through the drafting of a s106 agreement, attached to the grant of planning consent for the project.

6.0 Conclusions & Recommendations

6.1 The statutory BNG of at least 10% post-development cannot be delivered on site, BNG cannot be legally secured within a private garden according to the SSM rules July 2024.

6.2 The BNG hierarchy requires that where onsite BNG cannot be delivered onsite, or on other land in the ownership of the applicant, then off-site mitigation can be used to secure the statutorily required gain, from appropriately registered providers.

6.3 To mitigate the calculated Biodiversity Net Loss of Habitat Units and Hedgerow Units, the applicant will purchase appropriate habitat and hedgerow units from the registered biodiversity receptor site at Harold's Park Wildland Limited, in Essex.

6.4 The offsite provision will be legally secured through a legal agreement between the applicant and the local planning authority, and the receptor site.

6.5 Securing the minimum BNG is a pre-commencement requirement, not a pre-planning requirement. Therefore, the legal agreement and payment to provide offsite BNG can be secured through the imposition of a planning condition attached to the grant of planning.

APPENDIX A - BNG MITIGATION OFFSITE QUOTE DRIVERS END LANE, CODICOTE, HITCHIN

Habitat	Distinctiveness	Requested Units	Available	Source	Spatial Multiplier	Required Units	Price Per Unit	Total
Other Neutral Grassland	Medium	0.01	Yes - Trading up for Individual Trees	Harold's Park Wildland	1.3	0.01	£28,000	£364.00
Total		0.01				0.01		£364.00
Note full upfront payment required for purchases less than 1 unit							<i>plus VAT</i>	Plus VAT

Thanks again,
Bryony

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Nattergal is a private limited company registered in England, company No. 13881114. Our registered office is at C/O External Services Limited 20 Central Avenue, St. Andrews Business Park, Norwich, England, NR7 0HR

**APPENDIX B - BNG MITIGATION OFFSITE DRAFT
ALLOCATION AGREEMENT - DRIVERS END LANE,
CODICOTE, HITCHIN**

DATED _____

(1) HAROLD’S PARK WILDLAND LIMITED

(2)

AGREEMENT
for the purchase of biodiversity net gain units

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THIS AGREEMENT is made on

BETWEEN:

- (1) **HAROLDS PARK WILDLAND LIMITED** (Company No. **15566075**) whose registered office is at 20 Central Avenue, St Andrews Business Park, Norwich, England, NR7 0HR (the "**Owner**").
- (2) _____ (the "**Buyer**")

RECITALS:

- (A) The Owner is the freehold owner of the Biodiversity Areas.
- (B) The Owner has created Biodiversity Net Gain Units on the Biodiversity Areas for the purpose of satisfying Biodiversity Net Gain Obligations and is responsible for managing and maintaining the Biodiversity Areas in accordance with the Habitat Management and Monitoring Plan.
- (C) This Agreement sets forth the terms and conditions on which the Buyer will purchase Biodiversity Net Gain Units generated on the Biodiversity Areas and for them to be allocated to the Development.

IT IS AGREED as follows:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement (which includes the Recitals, Schedules and Appendices to it) the following words and expressions have the following meanings unless the context requires otherwise:

COMMERCIAL TERMS

"Agreed BNG Units"	means 0.1 Biodiversity Net Gain Units from Harold's Park Wildland as more particularly set out in Schedule 1
"Buyer's Address"	
"Buyer's Nominated Contact"	
"Development"	means Eiling Lodge Drivers End, Codicote, Hitchin SG4 8TP
"Purchase Price"	means the sum of plus VAT to be paid by the Buyer to the Owner
"Unit Price"	means the price to be paid to the Owner for each Biodiversity Net Gain Unit purchased under this Agreement as specified in the table in Schedule 1

STANDARD TERMS AND CONDITIONS

“1990 Act”	means the Town and Country Planning Act 1990
“Agreement”	means this Agreement
“Allocation Notification”	means the notification to the Buyer in respect of allocating Biodiversity Net Gain Units to the Development in the form set out in Appendix 2.
“Biodiversity Areas”	means the land outlined in red on the plan in Appendix 1
“Biodiversity Gain Site Register”	means the Biodiversity Gain Site Register to be established and maintained pursuant to section 100 of the Environment Act 2021
“Biodiversity Net Gain Obligations”	means any conditions, requirements or obligations applicable to the Buyer in respect of the Development in relation to achieving a net gain in Biodiversity Value, whether pursuant to the requirements of the Environment Act 2021, Schedule 7A of the 1990 Act, or any other conditions or requirements of a local planning authority or commitments made by the Buyer in relation to the same
“Biodiversity Net Gain Unit”	means a unit of Biodiversity Value delivered on the Biodiversity Areas in accordance with the Habitat Management and Monitoring Plan, measured in accordance with the BNG Metric
“Biodiversity Value”	means the unit quantification of the size of an area and the distinctiveness, quality and condition of its habitat to provide a measure of ecological value as assessed using the BNG Metric
“BNG Metric”	means the Statutory Biodiversity Metric published by Defra for measuring the biodiversity value or relative biodiversity value of habitat or habitat enhancement
“Completion”	means the date defined in Clause 4.2
“Deed of Covenant”	means the deed of covenant referred to in Clause 10.1
“Disposition”	means disposition as defined in section 205(1)(ii) of the Law of Property Act 1925, whether by the Owner or by the holder of any Security
“Expert”	means an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the Parties or, failing agreement, by reference to the RICS Dispute Resolution Service
“Group Company”	means: (a) any company of which the Buyer is subsidiary or which has the same holding company as the Buyer where subsidiary and holding company have the meanings given to them by s1159 Companies Act 2006; or

(b) any company in whose issued share capital the Buyer or any other company falling within paragraphs (a) or (c) of this definition has at least a 50% holding; or

(c) any limited liability company in whose membership the Buyer has a membership interest of at least 50%

“Habitat Management and Monitoring Plan”

means the plan setting out the arrangements for managing, and maintaining the Biodiversity Net Gain Units delivered on the Biodiversity Areas for the purpose of evidencing that there is a suitable plan in place for the management and maintenance of the Biodiversity Areas over the 30 years following the date of completion of the habitat enhancements secured in the Securing Agreement

“Insolvency Event”

means:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors the relevant Party;
- (b) the making of an application for an administration order or the making of an administration order in relation to the relevant Party;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the relevant Party
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the relevant Party;
- (e) the commencement of a voluntary winding-up except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies in each case in relation to the relevant Party;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the relevant Party;
- (g) the striking-off of the relevant Party from the Register of Companies or the making of an application for the relevant Party to be struck-off;

- (h) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the relevant Party; or
- (i) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the assets of the relevant Party.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Insolvency Event includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction

“Metric Spreadsheet”

means a BNG Metric spreadsheet demonstrating the baseline Biodiversity Value of the Biodiversity Areas and the projected Biodiversity Value of the Biodiversity Areas following implementation of the habitat enhancements secured under the Securing Agreement

“Owner’s Account”

Bank: HSBC UK
Company: Harolds Park Wildland Limited
Sort code: 400520
Account Number: 42288095

“Parties”

means the parties to this Agreement and “**Party**” shall be construed accordingly

“Relevant Authority”

means any competent authority, responsible body or local authority that may be responsible for assessing, securing and/or enforcing the provision, management and maintenance of the Biodiversity Net Gain Units

“Security”

means any charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Biodiversity Areas whether fixed or floating

“Securing Agreement”

means the agreement between the Owner and the responsible body to secure the maintenance of the habitat enhancements on the Biodiversity Areas for at least 30 years

“Successor”

means any person (including a natural person and a corporate body) to whom a Disposition is made

“VAT”

means Value Added Tax or any similar tax as shall replace it or be payable in addition to it

“Working Day”

means a day other than a Saturday or Sunday or public holiday in England

- 1.2 In this Agreement, unless otherwise indicated, reference to any:
- 1.2.1 Recital, Clause, sub-clause, paragraph number, Schedule, Appendix or plan is a reference to a Recital, Clause or sub-clause of, paragraph number of, Schedule to, Appendix to or plan annexed to this Agreement;
 - 1.2.2 words importing the singular meaning include the plural meaning and vice versa;
 - 1.2.3 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner.
- 1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this Agreement.
- 1.4 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing. For the avoidance of doubt references to **in writing, written** or similar shall not include fax.
- 1.5 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise.
- 1.6 Each of the Parties to this Agreement shall act in good faith and shall co-operate with each of the other Parties to facilitate the discharge and performance of all obligations on them contained in this Agreement.
- 1.7 Any covenant by the Owner to do an act or thing may be deemed to include an obligation to procure that the act or thing is done and any covenant by the Owner not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably inferred.
- 1.8 Where this Agreement requires a matter to be agreed by, approved by or consented to by any of the Parties, the relevant Party shall act reasonably in respect of such agreement, approval or consent and such agreements, approval or consent shall not be unreasonably withheld or delayed.
2. **AGREEMENT FOR SALE AND PURCHASE OF BIODIVERSITY NET GAIN UNITS**
- 2.1 On the terms of this Agreement, the Owner shall sell and the Buyer shall buy, with effect from Completion, the Agreed BNG Units.
- 2.2 The sale of Biodiversity Net Gain Units under this Agreement is not intended to effect any sale or transfer to the Buyer of any Security, licence, lease, easement or possessory or non-possessory interest in the Biodiversity Areas, nor the granting of any interest in the same.
3. **CONSIDERATION**
- 3.1 The Buyer shall pay the Purchase Price for the Agreed BNG Units as set out in Clause 4.1.
4. **PAYMENT AND COMPLETION**
- 4.1 The Buyer shall pay the Purchase Price into the Owner's Account on or before the date of this Agreement.
- 4.2 Completion shall take place when:

- 4.2.1 the Buyer has paid the Purchase Price into the Owner's Account; and
 - 4.2.2 the Owner has served the Allocation Notification on the Buyer in accordance with Clause 7.
- 4.3 All consideration under this Agreement will be exclusive of VAT (if any).
- 4.4 Where one Party (the **"Supplier"**) makes or is deemed to make a supply to another Party (the **"Recipient"**) for the purposes of VAT:
 - 4.4.1 the Recipient must pay VAT in addition to the consideration (together with any penalty or interest chargeable on the supplier to the extent attributable to any act or omission by the recipient); provided
 - 4.4.2 the Supplier issues to the recipient a VAT invoice.
- 4.5 The Biodiversity Net Gain Units purchased by the Buyer pursuant to this Agreement shall be considered to be delivered to the Buyer at Completion.
- 5. **PROVISION OF INFORMATION AND UPDATES**
 - 5.1 The Owner has commissioned the Metric Spreadsheet to be undertaken by a suitably qualified Chartered Ecologist and shall provide a copy of the same to the Buyer within 5 Working Days of the date of this Agreement.
 - 5.2 The Buyer shall be entitled to provide a copy of the Metric Spreadsheet to any Relevant Authority.
 - 5.3 The Owner shall co-operate and provide to the Buyer such information as is reasonably required to demonstrate to the satisfaction of any Relevant Authority in relation to the Development that the Biodiversity Net Gain Obligations have been satisfied.
 - 5.4 The Owner shall not make any variation to the Habitat Management and Monitoring Plan prior to Completion, save for any variation agreed with or required in accordance with the Securing Agreement.
- 6. **OWNER'S COVENANTS**

The Owner undertakes and covenants for the period from the date of this Agreement until Completion that:

 - 6.1 it shall comply with all applicable laws and obtain any necessary consents and licences required for or in connection with its implementation of the habitat enhancements and the Habitat Management and Monitoring Plan;
 - 6.2 it shall hold and maintain in place suitable owners liability insurances in respect of the Biodiversity Areas.
- 7. **ALLOCATION OF BIODIVERSITY NET GAIN UNITS**
 - 7.1 Subject to the Buyer making payment in accordance with Clause 4.1, the Owner shall within 15 Working Days of the date of this Agreement make the application to register the allocation of the Agreed BNG Units to the Development on the Biodiversity Gain Site Register.
 - 7.2 The Owner shall bear their own costs and any fees or costs due to the custodian of the Biodiversity Gain Site Register or otherwise associated with registering the Biodiversity Net Gain Units.
 - 7.3 The Buyer will at its own cost provide such information and support as is reasonably required to enable the Owner to comply with Clause 7.1 including (but not by way of limitation) a metric spreadsheet or baseline metric report for the land comprised in the Development.

7.4 The Owner shall submit the Allocation Notification to the Buyer within 10 Working Days of receiving confirmation from Natural England that the application to register the allocation of the Agreed BNG Units to the Development on the Biodiversity Gain Site Register has been approved.

7.5 The Owner agrees that the Allocation Notification may be provided to any Relevant Authority for the purposes of evidencing that the Biodiversity Net Gain Units in question have been allocated to the Development in satisfaction of the Biodiversity Net Gain Obligations.

8. RESTRICTION ON OWNER LAND DEALINGS

8.1 The Owner shall not during the period from the date of this Agreement until Completion ("**the Relevant Period**") transfer charge or lease the title(s) of the Biodiversity Areas and the Owner shall not execute, renew or extend or permit to be executed, renewed or extended any lien, license or similar interest that may affect the Biodiversity Areas (save in each and every case where the claimant has a legal right to do so or can compulsorily acquire the same, such right or entitlement having arisen or been acquired independently and not by agreement with the Owner) without:

8.1.1 evidencing to the Buyer's reasonable satisfaction that the transferee or other person, body, entity or other party that will take a transfer charge lease or licence in the Biodiversity Areas has the financial means, strength of covenant and the relevant intent to create, manage and monitor the Biodiversity Net Gain Units in accordance with the Habitat Management and Monitoring Plan and in all respects to comply with this Agreement;

8.1.2 procuring that the transferee or other person, body, entity or other party that will take a transfer charge or leasehold interest in the Biodiversity Areas enters into a Deed of Covenant entering into and honouring the terms of this Agreement in accordance with Clause 10;

with the intent that on the expiry of the Relevant Period this Agreement shall be terminated without prejudice to any antecedent breaches and/or any outstanding claims in respect of any breaches on the part of any Party existing at such date.

9. BUYER'S OBLIGATIONS AND POWERS

9.1 The Buyer shall not be entitled to erect corporate branding signage within the Biodiversity Areas.

9.2 Subject to Clause 19, the Buyer shall be entitled to communicate that it has purchased the Biodiversity Net Gain Units to any Relevant Authority and may state that it has purchased the Biodiversity Net Gain Units in relevant marketing material for the Development. All and any other statements or communications regarding the Agreed BNG Units and/or the Developer's involvement in the context of the Harold's Park Wildland Project shall be subject to the prior written approval of the Owner.

10. DISPOSITIONS

10.1 The Owner shall not make or allow any Disposition unless the transferee or other person, body, entity or other party that will take an interest in the Biodiversity Areas (the "**Successor**") enters into a deed of covenant in respect of the novation of this Agreement to the Successor in the form approved by the Buyer (acting reasonably) ("**the Deed of Covenant**").

11. ENFORCEMENT PROTOCOL

11.1 In the event of a breach of this Agreement by the Owner:

11.1.1 The Buyer will give written notice to the Owner stating the nature of the breach, the steps required to remedy the breach and specifying a reasonable timescale for the Owner for remedying the breach.

11.1.2 If the Owner does not diligently remedy the breach within the time period specified in the notice (or such longer period subsequently agreed with the

Buyer) the Buyer shall be entitled to terminate this Agreement by giving written notice to the Owner in accordance with Clause 12.

11.2 In the event of a breach of this Agreement by the Buyer:

11.2.1 Save in cases of non-payment the Owner shall give written notice to the Buyer setting out the nature of the breach, the steps required to remedy the breach and specifying a reasonable timescale for the Buyer remedying the breach.

11.2.2 If the Buyer does not remedy the specified breach within the period referred to the Owner shall be entitled to terminate this Agreement by giving written notice to the Buyer in accordance with Clause 12.

11.2.3 In case of non-payment the Owner shall be entitled to terminate this Agreement within 21 days of the date on which payment was due.

11.3 Each Party will give the other the opportunity to discuss the breach with them and the timescale and steps for remedying it prior to the remedy being carried out. Each Party will take into account any reasonable representations made by the other Party.

12. TERMINATION

12.1 The Buyer may terminate this Agreement by serving notice on the Owner in writing in the event that:

12.1.1 the Owner is the subject of an Insolvency Event;

12.1.2 the Owner has materially breach of Clause 7 of this Agreement and has failed to remedy such breach within the period specified in the notice referred to in Clause 11.1.2 (or such longer period as subsequently agreed with the Buyer).

12.2 The Owner may terminate this Agreement by serving notice on the Buyer in writing in the event that:

12.2.1 The Buyer is subject to an Insolvency Event; or

12.2.2 The Buyer has materially breached the terms of this Agreement and such breach has not been remedied within the period specified in the notice referred to in Clause 11.2.1 (or such other period as may be agreed with the Owner).

12.3 Upon the occurrence of an Insolvency Event the affected Party shall immediately notify the other Party.

13. DISPUTE RESOLUTION

13.1 If a dispute between the Parties persists beyond 10 Working Days which the Parties are not able to resolve and which relates to any matter contained in this Agreement (excluding any matter of law), the dispute may be referred to the Expert by any Party.

13.2 The Expert will act as an expert and not as an arbitrator and his decision shall be final and binding on the Parties.

13.3 Each Party will bear its own costs and the Expert's costs will be paid as determined by the Expert unless the Expert determines otherwise.

13.4 The Expert will be appointed subject to an express requirement that they must reach their decision and communicate it to the Parties within the minimum practical timescale allowing for the nature and complexity of the dispute, and in any event not more than 20 Working Days from the date of their appointment to act. Their decision will be given in writing with reasons and in the absence of manifest error will be binding on the Parties.

13.5 The Expert will be required to give notice to each of the Parties, inviting each of them to submit to the Expert within 10 Working Days written submissions and supporting material and will afford to the

Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.

14. **COSTS**

14.1 Each Party shall bear its own costs in respect of drafting, negotiating and completing this Agreement.

15. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

Nothing in this Agreement will create any rights in favour of or be enforceable by any person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

16. **NOTICES**

16.1 Any notice or other written communication to be served on a Party or given by one Party to any other under the provisions of this Agreement will be deemed to have been validly served or given if sent by email, delivered by hand, sent by first class post, or sent by recorded delivery post to the Party on whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received on:-

16.1.1 if sent by email, at the time of transmission;

16.1.2 if delivered by hand, the next Working Day after the day of delivery;

16.1.3 if sent by post, the day two Working Days after the date of posting; or

16.1.4 if sent by recorded delivery, at the time delivery was signed for.

PROVIDED THAT where postal strikes are in process or being threatened then the Party serving any notice or written communication shall not use post nor recorded delivery which may be impacted or otherwise delayed by strikes.

16.2 If a notice, demand or any other communication is served after 4.00pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

16.3 A notice or communication will be served or given:

16.3.1 on the Owner at PO Box 289 Thetford IP25 7YW or purchasing@nattergal.com or such other address as notified in writing to the Buyer from time to time, marked for the attention of Chief Commercial Officer.

16.3.2 on the Buyer at the Buyer's Address, or such other address notified in writing to the Owner from time to time, marked for the attention of the Buyer's Nominated Contact or such other person as notified in writing to the Owner from time to time.

17. **JURISDICTION AND LEGAL EFFECT**

17.1 This Agreement will be governed by and interpreted in accordance with English Law.

17.2 If any provision of this Agreement is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining provisions of this Agreement.

17.3 No waiver (whether expressed or implied) by the Buyer of any breach or default by the Owner in complying with any obligation, covenant or undertaking in this Agreement will constitute a continuing waiver and no waiver will prevent the Buyer from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by the Owner.

18. **ASSIGNMENT**

- 18.1 The Buyer shall be entitled to assign its interest, rights and obligations under this Agreement to any Group Company at any time without the consent of the Owner but subject to providing to the Owner a deed of novation (if the agreement is being novated) in a form agreed by the Owner acting reasonably and promptly the Buyer meeting reasonable legal fees and irrecoverable VAT and shall notify the Owner within 10 Working Days if it has so assigned providing details of the party to whom it has assigned such rights and obligations.
- 18.2 The Owner shall not be entitled to assign its interest, rights and obligations under this Agreement except in the event of a Disposition in accordance with Clause 10.

19. **CONFIDENTIALITY**

- 19.1 Subject always to Clauses 5 and 9.2 the Parties shall not provide a copy of this Agreement or provide any information relating to the transaction embodied in this Agreement (including any information regarding the Unit Price and/or Purchase Price) to any third party (including any Relevant Authority) without:

19.1.1 the prior written agreement of each of the other Parties; and

19.1.2 where requested by any Party, first redacting the Agreement and agreeing such redaction with the other Parties;

save to the extent that:

- (a) such disclosure is to the Party's professional advisers
- (b) such disclosure is required by law; or
- (c) the information is already in the public domain.

20. **COUNTERPARTS**

- 20.1 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all counterparts shall together constitute the one agreement and no counterpart shall be effective until each Party has delivered to the others at least one executed counterpart.

21. **ENTIRE AGREEMENT**

- 21.1 This Agreement (including Schedules and Appendices) constitutes the entire agreement of the Parties and each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 21.2 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 21.3 Nothing in this clause shall limit or exclude any liability for fraud.

EXECUTED by the parties on the date which first appears in this Agreement.

SCHEDULE 1

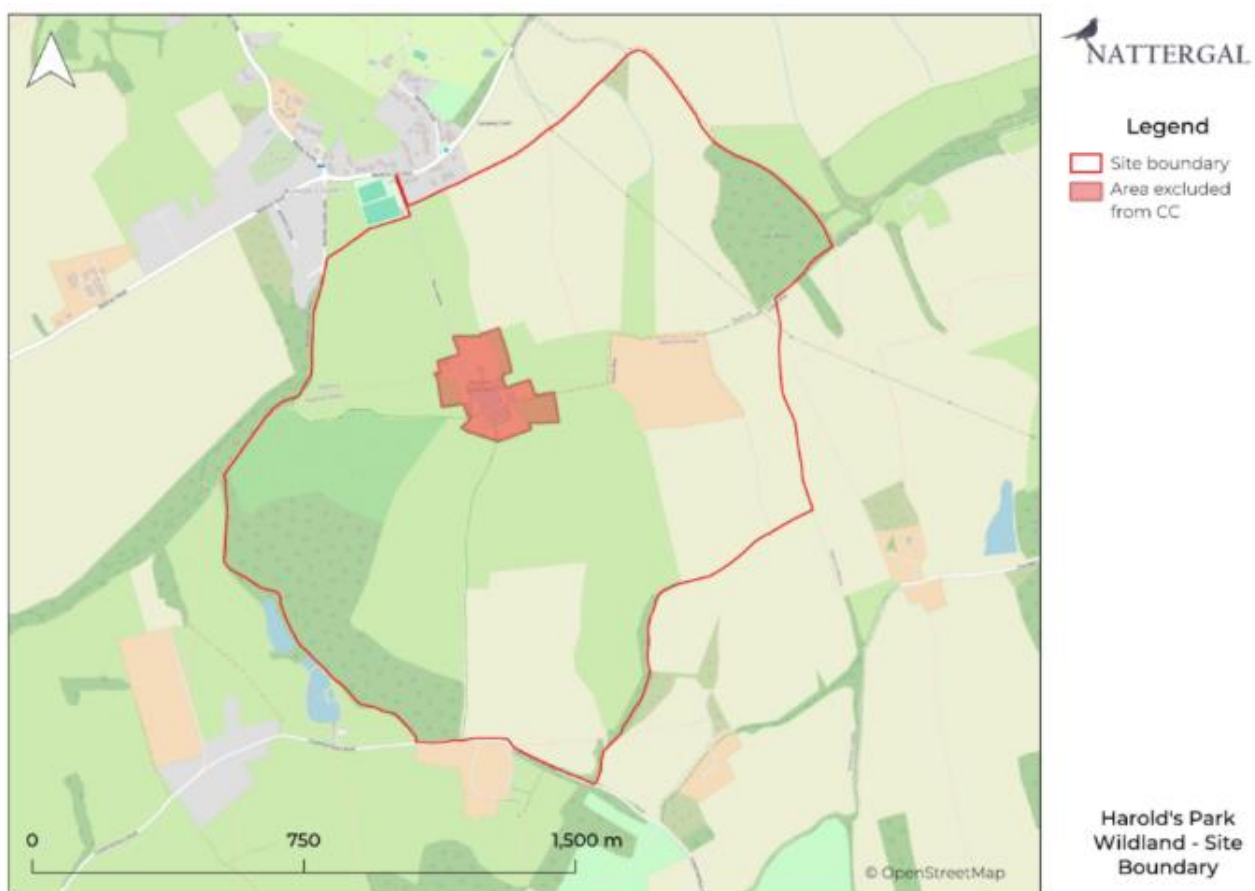
NUMBER OF BNG UNITS	HABITAT DISTINCTIVENESS	BROAD HABITAT TYPE	SPECIFIC HABITAT TYPE	UNIT PRICE	TOTAL
0.01	<i>Medium</i>	Grassland	Other Neutral Grassland	£28,000	£280

+VAT

Total: £280.00+VAT

APPENDIX 1

PLAN OF THE BIODIVERSITY AREAS



APPENDIX 2

FORM OF ALLOCATION NOTIFICATION

To: Rikesh Shah, at Unit 86 Industrial Park Roding Road, Beckton, London, E6 6LS

By Email

Harold's Park Wildland Habitat Bank ("the Habitat Bank")

This notification confirms that 0.01 Biodiversity Net Gain Units from the Harold's Park Habitat Bank have been allocated to [insert details of Development¹] on the Biodiversity Gain Site Register BGS-190325001 effective on [date].

¹ Insert details of the development to which the Biodiversity Net Gain Units are allocated including the planning permission reference number for the development and local authority area within which the development is located

SIGNED for and on behalf of the parties on the date which first appears in this Agreement.

Signed for and on behalf of Harold's Park Wildland Limited by

Signature of Authorised Signatory

.....

Print Name:

Signed for and on behalf of RS CONSTRUCTION AND PROPERTY SERVICES LTD *Buyer*

Signature of Authorised Signatory

.....

Print Name: