

BIODIVERSITY NET GAIN UNIT PURCHASE TERMS (B-MSUS2406)

To: Queen Victoria Hospital NHS Trust, Queen Victoria Hospital, Holtye Road, East Grinstead, RH19 3DZ
 (“the Developer”)

Biodiversity Gain Site Register:	a register created and maintained in accordance with section 100 of the Environment Act 2021 to be established and maintained by Natural England
Biodiversity Metric:	the statutory metric for measuring mandatory biodiversity net gain published by the Department for Environment, Food and Rural Affairs
Biodiversity Unit:	a unit of biodiversity value assessed under the relevant Biodiversity Metric and delivered in accordance with the Environment Act 2021 and all relevant secondary legislation enacted pursuant to the Environment Act 2021
Biodiversity Unit Certificate:	a document issued by Environment Bank to the Developer evidencing the purchase of the Biodiversity Unit Requirement
Biodiversity Unit Requirement:	the Biodiversity Units required by the Developer as set out at clause 1
Commencement Date:	the date when: 1. these terms have been signed and dated by all parties; and 2. the Developer has paid the Purchase Price in accordance with clause 3 namely, 16/7/2025
Completion Date:	invoice payment date
Development:	the development for which the Developer requires Biodiversity Units known as Queen Victoria Hospital, Holtye Road, East Grinstead, West Sussex, RH19 3DZ with reference number DM/25/0396
EBL Bank Account:	EBL HB Revenue Account, Account Number: 48975877 Sort Code: 60-00-01 or such other bank account in the name of Environment Bank of which details are notified in writing to the Developer
Environment Bank:	EBL HB Limited (Company Number: 13489265) whose registered address is at 35 Ballards Lane, London, England, N3 1XW
Habitat Bank:	habitat bank reference MSUS04 at Mid Sussex District Council which is in the same Local Planning Authority Area of the development, and habitat bank

	reference WEAL01 at Wealden District Council which is in the same National Character Area of the development
Local Planning Authority:	the local planning authority which is determining or has determined the Developers planning application for the Development
Local Planning Authority Area:	Mid Sussex District Council
National Character Area:	High Weald
Operational Catchment Area	N/A
Purchase Price:	£70,885 plus VAT
Relevant Planning Condition:	the planning condition(s) relating to biodiversity net gain contained in the planning permission for the Development
Satisfactory Off-Site BNG Delivery Plan:	a plan for delivering the Biodiversity Unit Requirement from the Habitat Bank
Services:	the services and products supplied by the Environment Bank to the Developer as set out in these terms
Waterbody Catchment Area:	N/A

1. Biodiversity Unit Requirement and Purchase Price

Table 1 - Habitat Biodiversity Units

Unit Type Impacted	Distinctiveness	Units Impacted	Unit Type Provided	Distinctiveness	Habitat Bank	Proximity	Units Provided	Total Price (exc. VAT)
Individual trees	Medium	1.50	Lowland meadows	Very high	WEAL01	Local	1.50	£45,000.00
Residual biodiversity habitat	Low	0.80	Grassland	Medium	MSUS04	Local	0.80	£13,800.00
Net gain target habitat (10%)	N/A	0.23	Grassland	Medium	MSUS04	Local	0.23	£5,405.00
	TOTAL	2.53				TOTAL	2.53	£69,205.00

Unit Type Impacted	Distinctiveness	Units Impacted	Unit Type Provided	Distinctiveness	Habitat Bank	Proximity	Units Provided	Total Price (exc. VAT)
Very low hedgerow	Very Low	0.06	Residual biodiversity hedgerow	Low	MSUS04	Local	0.06	£1,680.00
	TOTAL	0.06				TOTAL	0.06	£1,680.00
Grand Total								£70,885.00

2. Biodiversity Net Gain Support from the Environment Bank

Environment Bank will if requested in writing by the Developer:

- a. provide written confirmation to the Local Planning Authority of their support for, and involvement with, the delivery of the Biodiversity Unit Requirement for the Development; and

- b. engage with the Local Planning Authority officers and ecologists through meetings or written correspondence to assist with agreeing a Satisfactory Off-Site BNG Delivery Plan that will discharge the Relevant Planning Condition.

3. Payment of the Purchase Price

The Developer shall pay on or prior to the date hereof the Purchase Price in full to the EBL Bank Account in sterling from a UK bank account of the Developer or the Developer's solicitor by same-day electronic bank transfer.

4. Purchase of Biodiversity Units

- a. The Developer shall buy and the Environment Bank shall sell the Biodiversity Unit Requirement on the Completion Date.
- b. The Purchase Price shall be due on the Completion Date and paid in accordance with clause 3.
- c. Following receipt of the Purchase Price, Environment Bank will issue to the Developer a Biodiversity Unit Certificate and a receipted invoice for the Purchase Price, and apply as soon as reasonably practicable to allocate the Biodiversity Unit Requirement on the Biodiversity Gain Site Register.

5. Novation of Contract

The Developer may novate this contract to a bona fide purchaser of the land on which the Development is intended to take place with the written consent of Environment Bank which shall not be unreasonably withheld.

6. Confidentiality

Each party undertakes that it shall not at any time disclose to any person the existence or content of these terms or any other confidential information of the other party except as permitted in writing by the other party.

7. Expiry of this agreement

With the exception of clauses 6 to 13 (exclusive), these terms shall expire on the Completion Date.

8. Limitation of liability

Save for liability that cannot be excluded by law, the maximum liability of Environment Bank to the Developer in aggregate for all claims arising out of or in connection with these terms shall be limited to the Purchase Price (if paid).

9. Force majeure

Neither party shall be in breach of these terms nor liable for delay in performing, or failure to perform, any of its obligations under these terms if such delay or failure results from events, circumstances or causes beyond its reasonable control.

10. Entire agreement

- a. These terms constitute the entire agreement between the parties.
- b. Each party acknowledges that in entering into these terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.

11. Third party rights

These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

12. Governing law

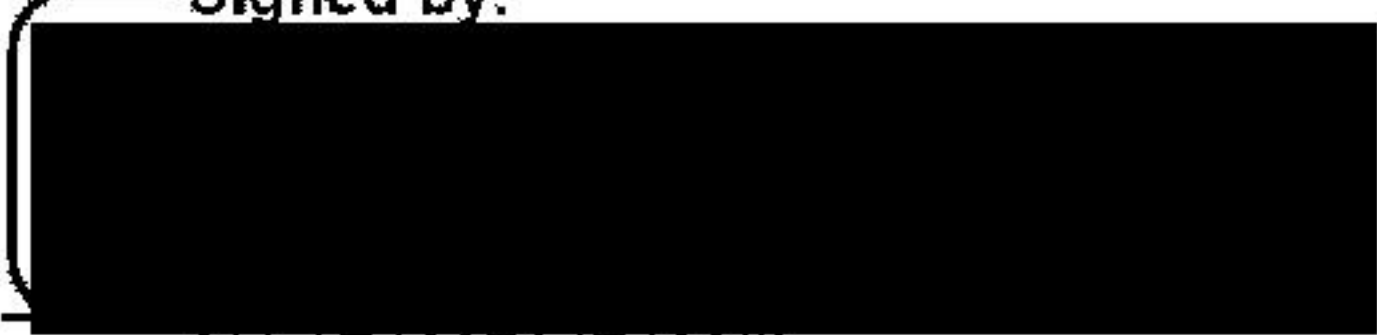
These terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales.

13. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms, their subject matter or formation.

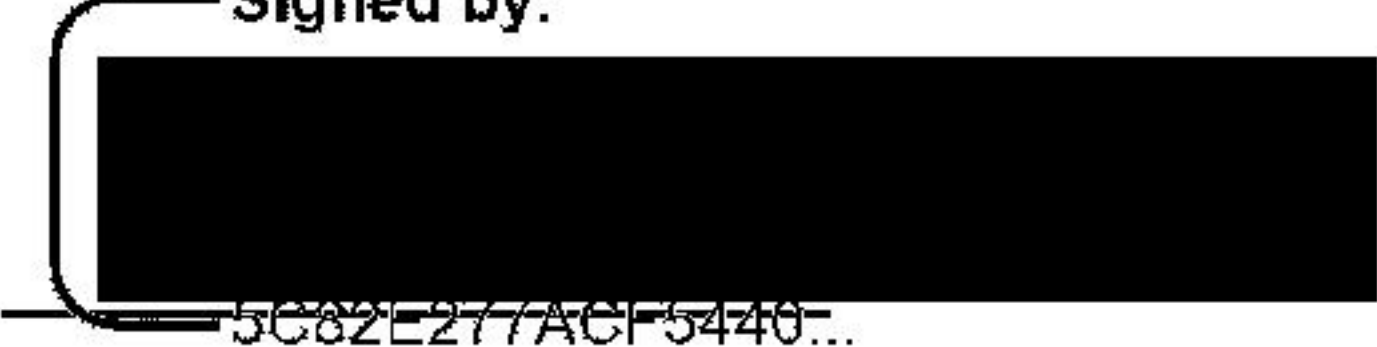
These terms shall not be binding on either party until signed and dated by each party, and payment of the Purchase Price has been made in accordance with clause 3.

Signed for and on behalf of the Developer:

Signed by:


Dated: 1/7/2025

Signed for and on behalf of the Environment Bank:

Signed by:

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Dated: 16/7/2025