

CONFIDENTIAL

BIODIVERSITY NET GAIN SUPPORT AND RESERVATION TERMS (B-KIRK2506)

To: Orion Homes Ltd (CN: 01428718) 5 Benton Office Park, Bennett Avenue, Bennett Hill, Horbury, Wakefield, WF4 5RA (“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: <ol style="list-style-type: none">these terms have been signed and dated by all parties; andthe Developer has paid the Support and Reservation Fee in accordance with clause 3 namely, 7/7/2025
Completion Date:	10 working days following written request by the Developer Provided That such date is before the expiry of the Reservation Period or the Reservation Extension Period (if applicable)
Development:	the development for which the Developer requires Biodiversity Units known as Land North of, Denby Lane, Grange Moor, Huddersfield, WF4 4BH with reference number: 2024/62/92444/E
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 BOLT01 at Bolton which is adjacent to the National Character Area of the Development
Judicial Review Period:	six weeks and one day from the date of grant of planning permission for 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:	Kirklees
National Character Area:	Nottingham, Derbyshire and Yorkshire Coalfield
Operational Catchment Area:	N/A
Planning Refusal:	a written refusal of the Developer's planning application or appeal proceedings for the Development by the Local Planning Authority
Purchase Price:	£28,200 plus VAT less: a) the Support and Reservation Fee; and b) the Reservation Extension Fee (if applicable)
Relevant Planning Condition:	the planning condition(s) relating to biodiversity net gain contained in the planning permission for the Development
Reservation Period:	3 months from the Commencement Date
Reservation Extension Period:	3 months from expiry of the Reservation Period
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
Support and Reservation Fee:	£1,410.00 (5% of unit requirement) plus VAT
Reservation Extension Fee:	£1,410.00 (5% of unit requirement) plus VAT
Waterbody Catchment Area:	N/A

1. Biodiversity Unit Requirement and Purchase Price

Unit Type Impacted	Distinctiveness	Units Impacted	Habitat Type Provided	Distinctiveness	Habitat Bank	Proximity	Units Provided	Total Price (exc. VAT)
Residual biodiversity habitat	Low	0.77	Other neutral grassland	Medium	BOLT01	Adjacent	0.77	£18,095.00
Net gain target habitat (10%)	N/A	0.13	Other neutral grassland	Medium	BOLT01	Adjacent	0.13	£3,055.00
	Subtotal	0.90				Subtotal	0.90	£21,150.00
Spatial risk offset habitat	N/A	0.00	Other neutral grassland	Medium	BOLT01	Adjacent	0.30	£7,050.00
	TOTAL	0.90				TOTAL	1.20	£28,200.00
Grand Total								£28,200.00

2. Biodiversity Net Gain Support from the Environment Bank

Environment Bank will:

- a. if requested in writing by the Developer 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;
- b. if requested in writing by the Developer 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; and
- c. (for the avoidance of doubt strictly from the Commencement Date only) reserve the Biodiversity Unit Requirement from the Habitat Bank exclusively for the Developer at the Purchase Price from the Commencement Date and throughout the Reservation Period.

3. Payment of the Support and Reservation Fee

The Developer shall pay on or prior to the date hereof the Support and Reservation Fee to Environment Bank.

4. Purchase of Biodiversity Units

- a. Following the expiry of the Judicial Review Period 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 to Environment Bank on the Completion Date.
- 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. Planning Refusal

- a. In the event of a Planning Refusal:
 - i. the Developer shall not be required to purchase the Biodiversity Unit Requirement; and
 - ii. the Developer may apply the Support and Reservation Fee, and the Reservation Extension Fee (if applicable) to an alternative development upon written request by the Developer within 6 months of such Planning Refusal and with the consent of Environment Bank which shall not be unreasonably withheld.

6. Extensions to the Reservation Period

- a. Where the Completion Date has not occurred by expiry of the Reservation Period, the Biodiversity Unit Requirement may be reserved for the Reservation Extension Period upon payment by the Developer of the Reservation Extension Fee to Environment Bank.
- a. Following receipt of the Reservation Extension Fee, Environment Bank will issue to the Developer a receipted invoice for the Reservation Extension Fee.

- b. If no payment is received pursuant to clause 6.a above on or prior to expiry of the Reservation Period, the Biodiversity Unit Requirement shall be released back into stock, and Environment Bank will have no further obligations under these terms.

7. Payments

All payments made by the Developer shall be paid to the EBL Bank Account in sterling from a UK bank account of the Developer or the Developer's solicitors by same-day electronic bank transfer.

8. 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.

9. 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.

10. Expiry of this agreement

- a. With the exception of clauses 5 and clauses 9 to 16 (exclusive), these terms and any reservation of Biodiversity Units referred to above, shall expire at the end of the Reservation Period unless extended in accordance with clause 6 in which case these terms shall expire at the end of the Reservation Extension Period.
- b. These terms are extendable beyond the Reservation Extension Period only by the written agreement of the parties.

11. 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 Support and Reservation Fee and any Reservation Extension Fee (if paid).

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 Support and Reservation Fee has been made in accordance with clause 3.

Signed for and on behalf of the Developer:

2/7/2025

Dated: _____

Signed for and on behalf of the Environment Bank:

7/7/2025

Dated: _____