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ENVIRONMENT BANK

Biodiversity Net Gain unit purchase terms (B-RDCR2505)

To: Cora Childcare Limited, (CN:15788169), 36 Second Avenue, London, SW14 8QE (**"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, provided by Environment Bank using the Habitat Bank(s) further described in clause 2
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 4 namely, 29/10/2025
Decision Notice:	means the formal written notice issued by the Local Planning Authority in response to the planning application for the Development, setting out the decision to approve the application
Development:	The development for which the Developer requires Biodiversity Units known as The Old Parish Hall, 95 High Street West, Redcar, North Yorkshire, TS10 1SF with reference number: R/2025/0326/CA
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
Local Planning Authority:	The local planning authority which is determining or has determined the Developer's planning application for the Development
Local Planning Authority Area:	Redcar and Cleveland LPA
National Character Area:	Tees Lowlands
Operational Catchment:	N/A
Purchase Price:	£2,500.00 plus VAT

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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(s) detailed in clause 2 of these terms
Waterbody Catchment:	N/A

1. Biodiversity Unit Requirement and Purchase Price

Unit type impacted	Distinctiveness	Unit type provided	Distinctiveness	Habitat Bank	Proximity	Units provided	Total price (exc. Vat)
Residual biodiversity habitat	Low	Other neutral grassland	Medium	DARL01	Local	0.03	£705.00
Net gain target hedgerow	N/A	Species-rich native hedgerow	Medium	HARR11	Adjacent	0.01	£280.00
Spatial risk offset hedgerow	N/A	Species-rich native hedgerow	Medium	HARR11	Adjacent	0.01	£280.00
		Minimum fee				1	£1,235.00
					Grand Total:	**1.05**	**£2,500.00**

2. Habitat Banks

Habitat Bank(s)	Public name	Local Planning Authority Area	National Character Area	Waterbody Catchment	Operational Catchment	Gain site reference
DARL01	Heighington	Darlington LPA	Tees Lowlands	N/A	N/A	BGS-101024002
HARR11	Harrogate	North Yorkshire LPA	Pennine Dales Fringe	N/A	N/A	BGS-140225001

3. Biodiversity Net Gain support from 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.

4. 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.

5. Purchase of Biodiversity Units

a. The Developer shall buy, and Environment Bank shall sell, the Biodiversity Unit Requirement on the Commencement Date.

b. The Purchase Price shall be due on the Commencement Date and paid in accordance with clause 4.

c. Following receipt of the Purchase Price, Environment Bank will issue to the Developer a Biodiversity Unit Certificate, a receipted invoice for the Purchase Price, and, subject to the Developer satisfying its obligations under clause 5(d), apply as soon as reasonably practicable to allocate the Biodiversity Unit Requirement on the Biodiversity Gain Site Register.

d. The Developer shall provide Environment Bank with the Decision Notice and the final Biodiversity Metric for the Development.

6. Confidentiality

a. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business or affairs of the other party, except as permitted by clause 6(b).

b. Each party may disclose the other party's confidential information:
   i. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with these terms. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
   ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

c. The Developer shall not at any time disclose to any person the existence or content of these terms provided that the Developer shall be entitled to disclose these terms to the Local Planning Authority to the extent reasonably and necessarily required.

7. Expiry of these terms

With the exception of clause 5(c), 5(d), and clauses 6 to 13 (inclusive), these terms shall expire on the day after the Commencement Date.

8. Limitation of liability

a. 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).

b. Environment Bank will not be liable for any indirect, special or consequential loss, damage, cost, charge or expense whatsoever pursuant to these terms.

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 4.

Signed for and on behalf of the Developer:

Signed by:
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Name: Nicholas Astaire

Position: Director

Date: 28/10/2025

Signed for and on behalf of Environment Bank:

Signed by:
Henry Burn
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Name: Henry Burn

Position: Chief Revenue Officer

Date: 29/10/2025