

Ecology 4 U

Planning Condition 8 - Offsite Mitigation for Biodiversity at:

Site address: 9 St Margarets Avenue, Uxbridge UB8 3HH

Local Authority: London Borough of Hillingdon Council

Date: 11.06.2026

Ref: OMBNG/PC8/MA/Rev-

Note: Signatures in Appendix A must be redacted before publishing online.

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.

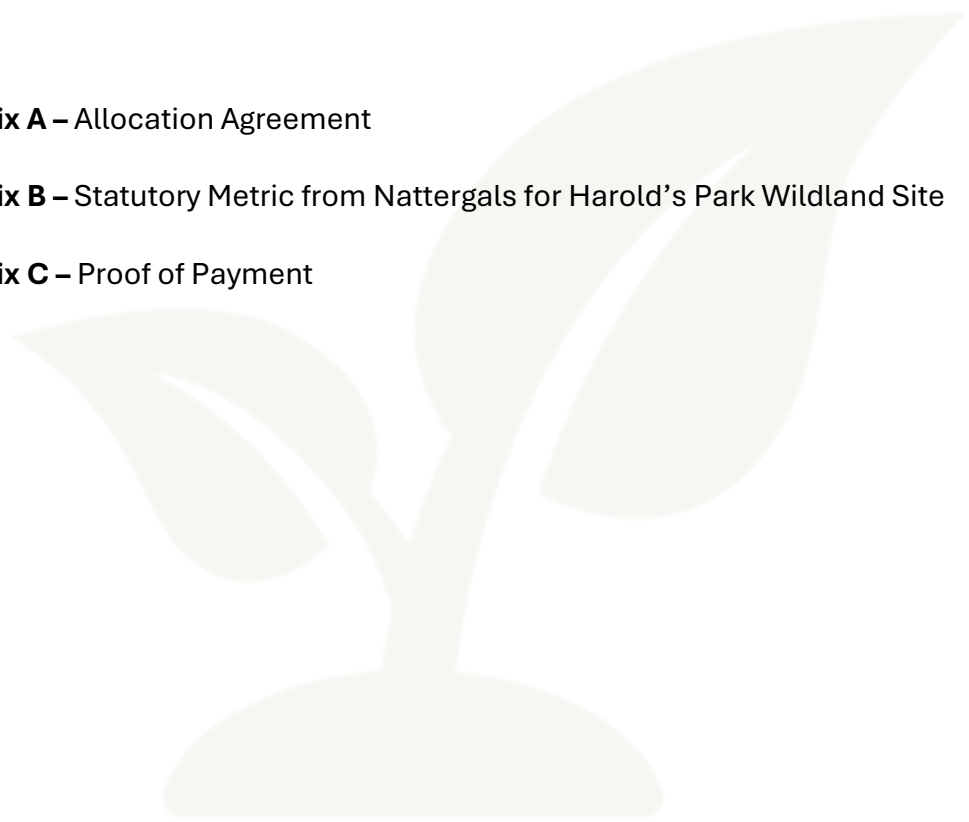
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Appendix A – Allocation Agreement

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1.0 Introduction

1.1 This supports the discharge of planning condition 8, attached to the grant of consent Ref: 558841/APP/2026/547 by Hillingdon Council for the demolition of an existing dwelling and replacement with two new dwellings (the Proposal), at 9 Margarets Avenue, Uxbridge UB8 3HH (the Site).

1.2 Planning condition 8:

Where a biodiversity net gain of 10% is not achievable on site, in addition to the Baseline Biodiversity Assessment (i), the following shall be included in the BGP:

Off-Site Biodiversity Credits or Statutory Credits: Where on-site measures do not achieve the 10% net gain, confirmation of the purchase of off-site biodiversity credits or statutory credits must be provided, including a receipt or proof of transaction as part of the Plan

The approved Biodiversity Gain Plan shall be strictly adhered to, and development shall commence and operate in accordance with it.

1.3 A Biodiversity Net Gain (BNG) Report and supporting BNG Metric Calculations have been carried out by Ecology 4 U Ref: BNG/SMA/Rev-C, and BNG Metric Calculations, respectively.

1.4 The report and calculations determined that the proposed development resulted in a Biodiversity Net Loss.

1.5 The BNG SSM demonstrated that there was a BN loss of:

- Habitat Units Loss: **-0.0953 or -60.35%**

1.6 The amount of BNG required to meet at least 10% gain is:

- Habitat Units: **0.111**

1.7 In accordance with the BNG Mitigation Hierarchy, the following four steps have been undertaken:

- **Avoidance (Highest Priority):** *Selecting sites and designing layouts to completely bypass sensitive ecological features. This is the most cost-effective and desirable approach.*

This site is previously developed land, being the site of an existing residential dwelling, including extensions and hardstanding with road access to the front garden, in a dense residential urban area. This

accords with planning policy that seeks to develop brownfield first” and to focus residential development in existing settlement boundaries.

- **Minimisation:** Reducing unavoidable impacts through project design, such as timing work to avoid breeding seasons or reducing the development footprint.

It is noted within the BNG Report that there has been some habitat degradation, and a baseline of January 2020 has been used for the Metric Calculations. The works to prepare the site to redevelopment have decreased some of the opportunity for habitats for wildlife. However, the applicant will ensure that nesting birds are not disturbed by the proposed works through implementing a time-sensitive construction program.

- **Restoration/Rehabilitation:** Improving degraded habitats on-site after construction is completed to restore them to a better ecological state.

Due to the small area of the site, there are limited opportunities for ecological enhancement of the existing habitats. New garden boundary hedgerows, and shrub planting are proposed, and the applicant is keen to ensure ecological enhancements for nesting birds and insects are provided as part of the landscaping scheme. These can be secured through planning condition attached to the grant of consent from the London Borough of Hillingdon Council.

- **Offsetting/Compensation (Last Resort):** Creating or enhancing habitats off-site or purchasing statutory credits to make up for residual damage that could not be managed via the previous steps.

The full BNG obligation to ensure 10% gain post completion is being met through the purchase of Habitat Units, as detailed in section 3.0.

2.0 Legislation and Policy Framework

- 2.1 The Environment Act 2021, Schedule 14 came into effect on small sites from 2nd April 2024. This Act amended Schedule 7A of the Town and Country Planning Act 1990 (as amended) and was implemented through the Biodiversity Gain (Town and Country Planning) (Modifications and Amendments) (England) Regulations.
- 2.2 A measurable improvement in habitats for wildlife should be demonstrated, post development of at least 10%, using either the government issued Small Sites Metric, or the Biodiversity Net Gain Full Metric.

2.3 The legislation provides that the biodiversity gain hierarchy is the means to which deliver the biodiversity on new developments, as follows:

- Enhance and restore biodiversity on-site within the red line boundary of a development site.
- If only part of the BNG can be delivered on-site, required gains can deliver through a mixture of on-site and off-site.
 - developers can either make off-site biodiversity gains on their own land outside the development site or **buy off-site biodiversity units on the market.**
- If developers cannot achieve on-site or off-site BNG, they must buy statutory biodiversity credits from the government. This must be a last resort. The government will use the revenue to invest in habitat creation in England.

2.4 The post development Site comprises sealed developed land, artificial unvegetated unsealed land and vegetated garden.

2.5 In respect of the private vegetated garden. The BNG SSM government guidance details that:

“Applicants should not:

- *record the creation of any other new habitats within private gardens,*
- *record enhancement of any habitat within private gardens,*
- *however, habitats which are recorded in the baseline and remain within a private garden may be recorded as retained.*

2.8 It is, therefore, not possible to secure the full amount of 10% additional biodiversity habitat units within the site boundary.

2.9 The SSM rules instruct that:

“If additional avoidance, creation, or enhancement is required that cannot be met on-site, you should

- ***seek off-site units from off-site providers, or as a last resort, statutory credits”.***

2.11 Therefore, the applicant has sought quotes from Offsite Habitat Suppliers to secure the required deficit and meet the obligations for Biodiversity Net Gain, to discharge Condition 5.

3.0 Offsite Biodiversity Net Gain Habitat Provision

- 3.1 Several government-registered off site BNG providers were approached for quotes for the required units/partial units needed at the Site, to be provided for on their receptor site.
- 3.2 The trading rules for BNG utilising the Small Sites Metric require that habitat loss is compensated for by creating or enhancing habitats **of the same or higher distinctiveness**. Creating a lower-value habitat would not adequately compensate for a high-value habitat loss.
- 3.3 A number of providers returned quotes, all receptor sites were able to provide the either the required habitat units/partial unit, or a higher habitat units/partial unit.
- 3.4 The applicant has elected to engage Nattergals for their offsite mitigation, to be provided at their Harold's Park Wildland Site. The allocation agreement and any amendments have been included in appendix A.
- 3.5 As part of the purchase of Habitat units, Nattergals Harold's Park Wildland will provide the legal agreement document - the "Allocation Agreement" - which details units purchased, and the management of these units for at least 30 years thereafter.
- 3.6 The statutory metric for off-site provision is also provided by Nattergals in Appendix B.
- 3.7 Evidence of payment by the applicant to Nattergals for the allocation is provided in Appendix C.
- 3.8 The habitat units have been allocated and registered with Natural England, the Reference for this is: **BNGREG-OFQ1V-A7R6G**. Once Natural England have completed their processes, they will issue confirmation and the allocation will then be available on the government gain site register.
- 3.9 This route meets the obligation to provide at least 10% improvement of habitats for nature, utilising a government registered biodiversity provider.

4.0 Nattergals Harold's Park Wildland Limited (BGS-190325001)

Overview

- 4.1 Harold's Park Wildland Limited is currently largely ecologically depleted across the hard grazed pony paddocks, arable fields and former Christmas tree sales site. Nattergals will return Harold's Park Farm to wood pasture.
- 4.2 Biodiversity hotspots and seed sources at the Park include: areas of ancient woodland (Priority Habitat), smaller fields, unkempt hedges and a series of ponds.

4.3 Light-touch assistance in the early stages of re-wilding and establishing natural processes will be quickly followed by allowing nature to lead, and the introduction of free-roaming ancient breed cattle, pigs, and ponies that will drive the eco-system.

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

4.4.1 High Integrity

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

4.4.2 Legally Approved

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

4.4.3 Meaningful Impact

Nattergals work in collaboration with local communities.

4.5 Harold's Park Wildland, Essex.

4.5.1 This receptor site extends to a 206ha.

4.5.2 **Local Planning Authority:** Epping Forest

4.5.3 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.

- 4.5.4 **Neighbouring Local Planning Authorities:** Brentwood | Broxbourne | East Hertfordshire | Harlow | London | Uttlesford.
- 4.5.5 **Habitat Types:** Medium distinctiveness heathland & shrub, grassland, ponds, woodland and forest, high distinctiveness woodland and forest, and very high distinctiveness grassland.
- 4.5.6 Using Knepp Wildland as a model, the project at Harold's Park will rewild the site through restoring natural processes and a mosaic of dynamic habitats, allowing natural vegetation to regenerate and colonise the site, through a phasing out of arable farming and restoration of hydrological function. Hedgerows will be encouraged to billow out which will provide habitat for a range of species, alongside the recovering plant communities 'in field' and their associated invertebrate populations.
- 4.5.7 Varying soil types and substrates at Harold's Park will encourage a range of plant communities to colonise, growing across, sand, clay and limestone.
- 4.5.8 The goal is that, once natural vegetation has had a good chance to re-establish, through natural colonisation, the introduced free-roaming herbivores will kickstart dynamic natural processes and drive ecosystem recovery.
- 4.5.9 The Lawton Review (2010) emphasised the need for a bigger, better, more joined up approach to habitat creation and restoration. A large Site like Harold's Park is ideally situated to meet this need to provide habitat connectivity and improve wider landscape ecology.
- 4.5.10 Harold's Park Wildland promotes a landscape led vision, and have verified plans with landscape appraisals, hydrology assessments, and extensive engagement with all local stakeholders, including LPAs, the local community, environmental scientists and researchers, and visitors.
- 4.5.11 Harold's Park Wildland will change and develop over the coming years, creating a more complex, diverse and beneficial landscape for wildlife.

5.0 National Character Area (NCA) 111

- 5.1 The Northern Thames Basin forms the rising land above the low-lying marshy landscapes adjoining the coast and estuaries of the Greater Thames Estuary and the Suffolk Coast and Heaths National Character Areas (NCAs) to its east and south-east extent and enjoys associated views of these areas. Chalk geology commonly underpins this NCA and the neighbouring Chilterns and South Suffolk and North Essex Clayland's NCAs to the west

and north; The Chilterns, a formation of chalk hills and plateaux with a prominent escarpment, offers views across to this similarly elevated NCA. To the south-west the Thames Valley NCA forms a wedge-shaped area containing the open Thames flood plain surrounded by rolling clay farmland. Directly south is the Inner London NCA on the banks of the Thames where the river valley widens out into a broad flood plain.

- 5.2 The Northern Thames Basin National Character Area (NCA) 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.
- 5.3 Arable agriculture is a large industry in the NCA, despite soil quality ranging from good to poor. London Clay is a poor-quality soil that becomes waterlogged in winter and cracks and shrinks in summer. River deposits from the Thames and other rivers create better quality soil.
- 5.4 The Northern Thames Basin is rich in geology, archaeology and history. Its diverse landscapes include wooded plateaux and river valleys in Hertfordshire, and open and largely arable areas in the Essex heathlands.
- 5.5 Urban expansion has long been a feature of this area. In the 16th century wealthy London merchants-built homes on the outskirts, mainly in Hertfordshire. As road and rail links improved from the mid-19th century, people were able to travel in to London much more quickly. This increased urban growth in the NCA and put pressure on the area for housing, schools and other facilities. New development has reduced tranquillity in the area. There are some tranquil areas in Hertfordshire and Essex where the settlement pattern is broken up by arable land and semi-natural habitats.
- 5.6 A wide variety of semi-natural habitats support many important species. The habitats have broken up over time, and large-scale efforts are needed to re-connect them.
- 5.7 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 rich ground flora to develop that supports rare mosses and deadwood invertebrates.
- 5.8 The landform is varied with a wide plateau divided by river valleys. The prominent hills and ridges of the 'Bagshot Hills' are notable to the northwest and extensive tracts of flat land are found in the south.
- 5.9 Characteristic of the area is a layer of thick clay producing heavy, acidic soils, resulting in retention of considerable areas of ancient woodland. Areas capped by glacial sands and gravels have resulted in nutrient-poor, free-draining soils which support remnant lowland heathlands, although these are now small.

- 5.10 Areas that have alluvial deposits present are well drained and fertile.
- 5.10 The water bearing underlying Chalk beds are a main source of recharge for the principal London Basin Chalk aquifer. The Chalk is confined in the basin by the overlying Tertiary formations of London Clay, which means recharge largely occurs in the extensive Chalk outcrop of the Northern Thames Basin and into the Chilterns NCA to the north and the North Downs to the south.
- 5.11 The NCA contains a diverse landscape with a series of broad valleys containing the major rivers Ver, Colne and Lea, and slightly steeper valleys of the rivers Stour, Colne and Roman. Numerous springs rise at the base of the Bagshot Beds and several reservoirs are dotted throughout the area
- 5.12 The pattern of woodlands is varied across the area and includes considerable ancient semi-natural woodland. Hertfordshire is heavily wooded in some areas as are parts of Essex, while other areas within Essex are more open in character. Significant areas of wood pasture and pollarded veteran trees are also present.
- 5.13 The field pattern is very varied across the basin reflecting historical activity. Informal patterns of 18th-century or earlier enclosure reflect medieval colonisation of the heaths. Regular planned enclosures dating from the Romano-British period are a subtle but nationally important feature on the flat land to the south-east of the area. In the Essex heathlands 18th- and 19th-century enclosure of heathlands and commons followed by extensive 20th-century field enlargement is dominant.
- 5.14 Mixed farming, with arable land predominating in the Hertfordshire plateaux, parts of the London Clay lowlands and Essex heathlands. Grasslands are characteristic of the river valleys throughout. Horticulture and market gardening are found on the light, sandy soils of former heaths in Essex, particularly around Colchester, along with orchards, meadow pasture and leys following numerous narrow rivers and streams.
- 5.15 The diverse range of semi-natural habitats include ancient woodland, lowland heath and floodplain grazing marsh and provide important habitats for a wide range of species including great crested newt, water vole, dormouse and otter.

6.0 Legally Secured Agreement

- 6.1 Nattergals provide 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 DEFRA government register of BNG receptor sites. Harold's Park Wildland registration number is BGS-190325001
- 6.2 Harold's Park Wildland and Nattergals take on the lasting responsibility for off-site BNG mitigation arising from the development. The off-site management and monitoring for

the statutory 30-year minimum period will be transferred in its entirety to Harold's Park Wildland and its management team.

- 6.3 All units are legally secured, via a s106 agreement or a Conservation Covenant for a minimum period of 30 years, between the applicants' Local Planning Authority and Nattergals Harold's Park Wildland.

7.0 Conclusion

- 7.1 The statutory BNG of at least 10% cannot be fully delivered on Site. Further BNG cannot be legally secured within private gardens, in accordance with SSM July 2024.
- 5.2 The BNG hierarchy requires that where onsite BNG cannot be completely delivered on site, then offsite mitigation can be used. Where there is no appropriate land in the ownership of the applicant, BNG is required to be secured from registered off-site providers. Habitat units purchased offsite must be of the same or higher distinctiveness.
- 5.3 Nattergals can provide the required amount and type of BNG to mitigate the calculated loss on the Site, at their Harold's Park Wildland Site.
- 5.4 The offsite mitigation allocation agreement (Appendix A) and evidence of payment made to the offsite provider (Appendix C), have been supplied to discharge the BNG related planning conditions.

APPENDIX A - AGREEMENT

DATED 01/07/26

(1) HAROLDS PARK WILDLAND LIMITED

(2) VINE INVESTS LIMITED

AGREEMENT
for the purchase of biodiversity net gain units

THIS AGREEMENT is made on 01/07/26

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) **VINE INVESTS LIMITED** (Company No. **15512784**) whose registered office is at 1110 Elliott Court Coventry Business Park, Herald Avenue, Coventry, West Midlands, CV5 6UB (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 0.15 Biodiversity Net Gain Units from Harolds Park Wildland as more particularly set out in Schedule 1
"Buyer's Address"	ravinder@westwayconstruction.co.uk
"Buyer's Nominated Contact"	Ravinder Kaur
"Development"	means 9, St Margarets Ave, Hillingdon, UB8 3HH under planning application ref 58841/APP/2026/547
"Purchase Price"	means the sum of £3,520 (three thousand five hundred and twenty pounds) plus VAT 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, excluding the land shaded red
“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
“Chartered Ecologist”	means a person who is a full member or fellow member of the Chartered Institute of Ecology and Environmental Management
“Completion”	means the date defined in Clause 4.2
“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: 40-05-20

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 Owner acknowledges safe receipt of the Purchase Price as at 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 reviewed by a suitably qualified Chartered Ecologist.

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 The Buyer acknowledges that the Owner has made an 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 respond to Natural England in relation to any enquiries raised by Natural England during the process to allocate the Agreed BNG Units to 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. BUYER'S OBLIGATIONS AND POWERS

- 8.1 The Buyer shall not be entitled to erect corporate branding signage within the Biodiversity Areas.
- 8.2 Subject to Clause 17, from Completion 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 Harolds Park Wildland Project shall be subject to the prior written approval of the Owner.

9. ENFORCEMENT PROTOCOL

- 9.1 In the event of a breach of this Agreement by the Owner:
- 9.1.1 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.
 - 9.1.2 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 10.
- 9.2 In the event of a breach of this Agreement by the Buyer:
- 9.2.1 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.
 - 9.2.2 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 10.
 - 9.2.3 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.
- 9.3 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.
- ## **10. TERMINATION**
- 10.1 The Buyer may terminate this Agreement by serving notice on the Owner in writing in the event that:
- 10.1.1 the Owner is the subject of an Insolvency Event;

- 10.1.2 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 9.1.2 (or such longer period as subsequently agreed with the Buyer).

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

- 10.2.1 The Buyer is subject to an Insolvency Event; or

- 10.2.2 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 9.2.1 (or such other period as may be agreed with the Owner).

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

11. **DISPUTE RESOLUTION**

11.1 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.

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

11.3 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.

11.4 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.

11.5 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.

12. **COSTS**

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

13. **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.

14. **NOTICES**

14.1 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:-

- 14.1.1 if sent by email, at the time of transmission;

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

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

14.1.4 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.

14.2 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.

14.3 A notice or communication will be served or given:

14.3.1 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.

14.3.2 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.

15. JURISDICTION AND LEGAL EFFECT

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

15.2 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.

15.3 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.

16. ASSIGNMENT

16.1 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.

16.2 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 **Error! Reference source not found..**

17. CONFIDENTIALITY

17.1 Subject always to Clauses 5 and 8.2 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:

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

17.1.2 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.

18. **COUNTERPARTS**

- 18.1 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.

19. **ENTIRE AGREEMENT**

- 19.1 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.
- 19.2 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 19.3 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.

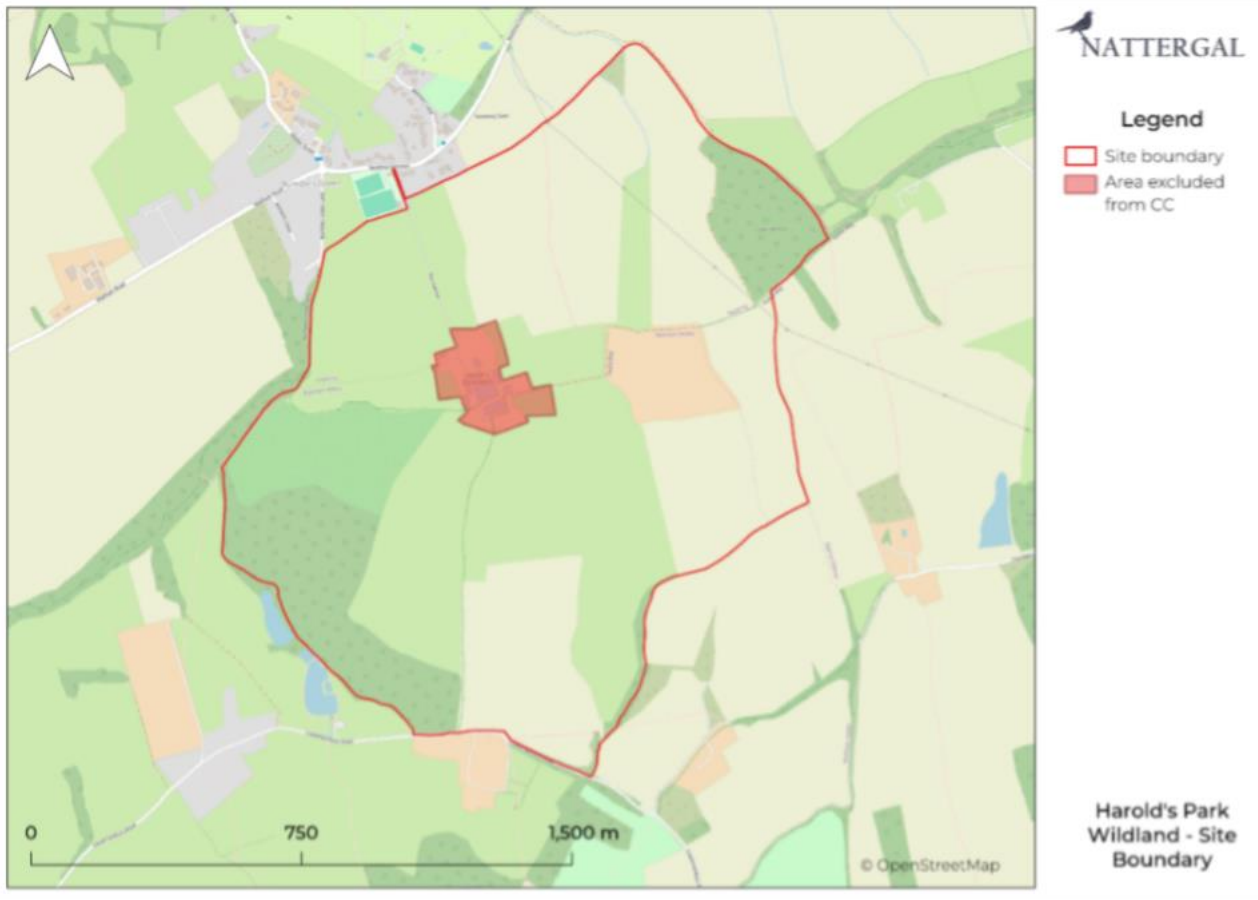
SCHEDULE 1

Number of BNG Units	Habitat Distinctiveness	Broad Habitat Type	Specific Habitat Type	Unit Price	Total
0.1	Medum	Grassland	Other Neutral Grassland	£25,000	£2,250
0.05	High	Grassland	Traditional Orchard	£30,000	£1,500

TOTAL PRICE POST-DISCOUNT: £3,520 +VAT

APPENDIX 1

PLAN OF THE BIODIVERSITY AREAS



APPENDIX 2
FORM OF ALLOCATION NOTIFICATION

To: Ravinder Kaur: ravinder@westwayconstruction.co.uk

By Email

Harolds Park Wildland Habitat Bank (“the Habitat Bank”)

This notification confirms that 0.15 Biodiversity Net Gain Units from the Harolds Park Wildland Habitat Bank (**BGS-190325001**) have been allocated to Vine Invests Ltd development site at 9, St Margarets Ave, Hillingdon, UB8 3HH (which is subject to planning application 58841/APP/2026/547) under allocation Reference [allocation ref] effective on [date].

Sincerely,

Bryony McCabe

Nattergal Ltd

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

Signed for and on behalf of Harolds Park Wildland Limited by

Signature of Authorised Signatory

C Traynor
.....

Print Name: Claire Traynor

Signed for and on behalf of Vine Invests Ltd

Signature of Authorised Signatory

Ravinder kaur
.....

Print Name: Ravinder Kaur

Title	Harolds Park Wildland x Vine Invests
File name	Harolds_Park_Wild..._20260701_AH.docx
Document ID	f48a7bf788f4d75fdf7d7a88e95884c45a344ef7
Audit trail date format	DD / MM / YYYY
Status	● Signed

Document history

 SENT	01 / 07 / 2026 13:54:39 UTC+1	Sent for signature to Ravinder Kaur (ravinder@westwayconstruction.co.uk) and Claire Traynor (claire.traynor@nattergal.com) from info@nattergal.co.uk IP: 86.149.107.232
 VIEWED	01 / 07 / 2026 14:17:17 UTC+1	Viewed by Ravinder Kaur (ravinder@westwayconstruction.co.uk) IP: 86.145.36.58
 SIGNED	01 / 07 / 2026 14:19:50 UTC+1	Signed by Ravinder Kaur (ravinder@westwayconstruction.co.uk) IP: 86.145.36.58
 VIEWED	01 / 07 / 2026 14:20:04 UTC+1	Viewed by Claire Traynor (claire.traynor@nattergal.com) IP: 31.185.158.59
 SIGNED	01 / 07 / 2026 14:20:40 UTC+1	Signed by Claire Traynor (claire.traynor@nattergal.com) IP: 31.185.158.59
 COMPLETED	01 / 07 / 2026 14:20:40 UTC+1	The document has been completed.

APPENDIX B - STATUTORY METRIC

9 St Margarets Avenue, Uxbridge UB8 3J

Return to results menu

Headline Results

Scroll down for final results ▲

On-site baseline	Area habitat units	0.16	
	Hedgeprow units	0.00	
	Watercourse units	0.00	
On-site post-intervention (Including habitat retention, creation & enhancement)	Area habitat units	0.06	
	Hedgeprow units	0.00	
	Watercourse units	0.00	
On-site net change (units & percentage)	Area habitat units	-0.10	-60.35%
	Hedgeprow units	0.00	0.00%
	Watercourse units	0.00	0.00%
On-site net gain is less than target set A			
Off-site baseline	Area habitat units	0.06	
	Hedgeprow units	0.00	
	Watercourse units	0.00	
Off-site post-intervention (Including habitat retention, creation & enhancement)	Area habitat units	0.20	
	Hedgeprow units	0.00	
	Watercourse units	0.00	
Off-site net change (units & percentage)	Area habitat units	0.15	265.00%
	Hedgeprow units	0.00	0.00%
	Watercourse units	0.00	0.00%
Combined net unit change (Including all on-site & off-site habitat retention, creation & enhancement)	Area habitat units	0.05	
	Hedgeprow units	0.00	
	Watercourse units	0.00	
Spatial risk multiplier (SRM) deductions	Area habitat units	0.04	
	Hedgeprow units	0.00	
	Watercourse units	0.00	

FINAL RESULTS

Total net unit change (Including all on-site & off-site habitat retention, creation & enhancement)	Area habitat units	0.02
	Hedgeprow units	0.00
	Watercourse units	0.00
Total net % change (Including all on-site & off-site habitat retention, creation & enhancement)	Area habitat units	10.06%
	Hedgeprow units	0.00%
	Watercourse units	0.00%

Headline summary from Statutory Metric

FOR FULL STATUTORY METRIC, SEE ENCLOSED EXCEL VERSION SUBMITTED ALONGSIDE THIS REPORT.

APPENDIX C - PURCHASE CONFIRMATION

Today

B

Boothby Wildland Limited

INV 0189

- £4,224.00 >