



BNG Unit Reservation Certificate

Dated: 30 Mar 2026

PARTIES, THE DEVELOPMENT AND BNG UNIT REQUIREMENT

Unit Purchase Agreement	means the agreement dated 23 rd April 2025, updated 30 th March 2026 made between (1) the Habitat Site Operator and (2) the Developer.
Habitat Site Operator	Nature Impact (Kensham) Ltd (No. 15758651), Hamilton House, 87-89 Bell Street, Reigate, Surrey, RH2 7AN
Habitat Site	Kensham Farm, Rolvenden, Cranbrook, Kent, TN17 4BH
Developer	Merryhill Mushrooms Ltd (company no. 05838419)
Development Site	Land at Merryhill, Storrington Road, Thakeham, Pulborough, West Sussex, RH20 3ED
Biodiversity Units required by the Development	Habitat Units: 0.0867676 Any Area Habitat Hedgerow Units: 0.058317 Any Hedge Habitat Total = 0.1450846
Biodiversity Units provided by the Habitat Site (factoring adjacent Spatial Risk Multiplier)	0.193441 (includes SRM) Other Neutral Grassland Species-rich Native Hedgerow
Responsible Body acting for the Habitat Site	RSK Biocensus
Conservation Covenant	means the agreement to be entered into pursuant to Section 117 of the Environment Act 2021 between the Landowner and RSK Biocensus Ltd.

RESERVATION/CONDITIONAL ALLOCATION/FULL ALLOCATION

The above BNG units are **reserved until 30/11/2026** as detailed in the Unit Purchase Agreement.

The Habitat Site Owner is bound to allocate the required units to the development in accordance with the Unit Purchase Agreement.



ENCLOSED

Attached to this certificate is a redacted copy of the Unit Purchase Agreement.



**Thomas Nelson, Director,
Nature Impact Kensham Ltd**





UNIT PURCHASE AGREEMENT

AGREEMENT DETAILS

Background

- (A) The Habitat Site Owner is in the business of creating biodiversity gain sites.
- (B) The Developer wishes to undertake a development, more particularly defined in this Agreement, and requires registered offsite biodiversity gain in order to satisfy the statutory planning condition relating to biodiversity.
- (C) The Developer is entering into this Agreement to secure a reservation of biodiversity gain units from one of the Habitat Site Owner's biodiversity gain sites and, if certain conditions are met, to secure the allocation of those units to the Developer's development.

Agreement date:	23 rd April 2025, updated 30 th March 2026
Developer:	Merryhill Mushrooms Ltd (company no. 05838419)
Developer's address:	Merryhill, Storrington Road, Thakeham, Pulborough, West Sussex, RH20 3ED
Developer's email address for notice:	
Habitat Site Owner:	Nature Impact (Kensham) Ltd (No. 15758651)
Habitat Site Owner's registered address:	Hamilton House 87-89 Bell Street, Reigate, England, RH2 7AN
Habitat Site Owner's email address for notice:	 and 
THE DEVELOPMENT AND BNG UNIT REQUIREMENT	
Development Site:	Means Land at Merryhill, Storrington Road, Thakeham, Pulborough, West Sussex, RH20 3ED.
Development:	Means erection of barn for use by Merryhill

	Mushroom Business as described within the planning application;
Habitat Site:	Means Kensham Farm, Rolvenden, Cranbrook, Kent, TN17 4BH, or any alternative Nature Impact habitat bank agreed in writing by the Habitat Site Owner and Developer for the allocation of the BNG Units.
Required Units: Note, the biodiversity value of the Required Units stated here is measured under the Biodiversity Metric using only the inputs relating to the Habitat Site, and not the spatial risk multiplier or other inputs relating to the Development.	Habitat Units: 0.0867676 Any Area habitat Hedgerow Units: 0.058317 Any Hedge habitat <u>Total = 0.1450846</u>
Biodiversity value of the Required Units for the Development: Note, this figure is given for information only.	Spatial risk multiplier (SRM): x1.3333 Biodiversity value (including SRM): 0.193441
Habitat Type provided by Habitat Site (as classified under the Biodiversity Metric):	Other Neutral Grassland Species-rich Native Hedgerow
Distinctiveness (as classified under the Biodiversity Metric):	Medium or higher in accordance with BNG trading rules.
COMMERCIAL	
Reservation Fee:	Means  excluding VAT); [PAID]
Initial Reservation Period:	Means Six months
Reservation Extension Fee:	Means First Reservation Extension Fee =  (excluding VAT); [PAID] Second Reservation Extension Fee =  (excluding VAT); [PAID]
Reservation Extension Period:	First Extension Period = six months Second Extension Period = six months
Allocation Fee:	Means  (excluding VAT);
Conditional Allocation Event:	N/A
Conditional Allocation Payment:	N/A

Conditional Allocation Period:	N/A
Conditional Extension Period:	N/A
Conditional Extension Payment:	N/A
Final Allocation Event:	means whichever of the following events happens first: (a) the grant of Planning Permission; (b) the Developer giving notice to the Habitat Site Owner that that the Developer requires an Conditional Allocation of the Required Units to the Development.

1 This agreement is made up of the following:

1.1 The Agreement Details

1.2 The Agreed Terms

1.3 The Appendix

(together the “**Agreement**”)

2 If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1 above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

AGREED TERMS

1 Definitions and Interpretation

1.1 In this Agreement except where specifically defined:

Allocate	means to allocate Biodiversity Units from the Habitat Site, either conditionally or unconditionally in accordance with the allocation terms of the Conservation Covenant; and Allocation and Allocated shall be construed accordingly;
Biodiversity Gain Site Register	the biodiversity gain site register established pursuant to Section 100 of the Environment Act 2021;
Biodiversity Metric	means the metric for measuring the biodiversity value of habitat enhancement published pursuant to Paragraph 4 of the Environment Act 2021 as at the date of this Agreement;
Biodiversity Unit	means registered offsite biodiversity gain at the Habitat Site with a biodiversity value of 1.00, and where this Agreement refers to a specified number of Biodiversity Units it means registered offsite biodiversity gain at the Habitat Site with an aggregate biodiversity value equal to the specified number, and in each case biodiversity value shall be measured under the Biodiversity Metric using only the inputs relating to the Habitat Site and not any inputs relating to the Development (for example, the spatial risk multiplier);
BNG Register Regulations	means the Biodiversity Gain Site Register Regulations 2024 (SI 2024/45);
Challenge Free	means either: (a) the Challenge Period has expired without any Challenge Proceedings having been commenced; or (b) all Challenge Proceedings have been finally determined leaving the Planning Permission in place;
Challenge Period	means the period of eight weeks commencing on the date on which Planning Permission is granted;
Challenge Proceedings	means either of the following: (a) an application for judicial review made by a

	third party following the grant of Planning Permission by the relevant planning authority, including any appeal to a higher court against a judgment given by a lower court and any referral back to and/or redetermination by the relevant planning authority; or
	(b) an application by a third party under section 288 of the Town and Country Planning Act 1990 following the grant of Planning Permission by the Secretary of State, including any appeal to a higher court against a judgment given by a lower court and any referral back to and/or redetermination by the Secretary of State;
Conditional Allocation	has the meaning given in Clause 4;
Conservation Covenant	means the agreement dated 21 st January 2025 entered into pursuant to Section 117 of the Environment Act 2021 between the Habitat Site Owner and RSK Biocensus Ltd requiring the Habitat Site Owner to carry out works for the purpose of habitat enhancement and to maintain the enhancement for at least 30 years after the completion of those works, as more particularly described in the Habitat Management and Monitoring Plan, such that the Habitat Site is a 'biodiversity gain site' for the purposes of Section 100(2) of the Environment Act 2021;
Final Allocation Payment	the Allocation Fee, less any of the following sums already paid by the Developer at the date the Final Allocation Payment is calculated: (i) the Reservation Fee, (ii) any Reservation Extension Fee, (iii) the Conditional Allocation Payment, and (iv) any Conditional Extension Payment;
Habitat Management and Monitoring Plan	means a plan setting out habitat enhancement, management, and monitoring works to be undertaken at the Habitat Site to create at least the number of Required Units;
Habitat Site Owner's Bank Account	means Bank Account Name: Nature Impact (Kensham) Ltd. Bank Account Number 18451713. Sort code 04-29-09. Bank: Revolut.
Local Planning Authority	means Horsham;
Planning Application	means an application to the Local Planning Authority for planning permission in respect of the Development pursuant to the Town and Country Planning Act 1990;
Planning Permission	means the planning permission for the Development to be issued pursuant to the Planning Application (and for the avoidance of doubt includes a planning permission granted

	following an appeal);
Registered	means that the Habitat Site is recorded as a biodiversity gain site in the Biodiversity Gain Site Register, and Register and Registration shall be construed accordingly;
Reservation Period	means the Initial Reservation Period and, if the Developer extends it in accordance with Clause 3.4, the Reservation Extension Period
Unallocated Unit	means Biodiversity Units that have not been Allocated and which the Habitat Site Owner has not agreed with any third party to Allocate to any other development;
Unconditional Allocation	means an Allocation in accordance with Clause 5.
Working Day	means any day other than (i) a Saturday, Sunday or public holiday in England and Wales, (ii) Good Friday, (iii) any day falling between 22nd December in one year and 2nd January in the year next following it (both days inclusive) and Working Days shall be construed accordingly.

1.2 In this Agreement unless the context otherwise requires:

- 1.2.1 words and phrases defined in the Environment Act 2021 or Town and Country Planning Act 1990 have the same meanings when used in this Agreement, unless a different definition is set out in this Agreement;
- 1.2.2 words importing the singular number include the plural number and vice versa and words importing persons include firms, companies and corporations and vice versa;
- 1.2.3 where any obligation is undertaken by two or more persons jointly, they shall be jointly and severally liable in respect of that obligation;
- 1.2.4 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.5 where any party agrees to do something, they shall be deemed to fulfil that obligation if they procure that it is done;
- 1.2.6 any reference to **the Habitat Site** includes any part or parts thereof;
- 1.2.7 the headings to the clauses, Schedules and paragraphs of this Agreement shall not affect the interpretation;
- 1.2.8 unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from

time to time. Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;

- 1.2.9 references to any party to this Agreement shall, to the full extent permitted by law, include successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their local planning authority functions;
- 1.2.10 references to **the parties** shall mean the parties to this Agreement and reference to a **party** shall mean any one of the parties;
- 1.2.11 any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2 Conservation Covenant and Registration of the Habitat Site

- 2.1 The Habitat Site Owner warrants that:
 - 2.1.1 it has entered into the Conservation Covenant;
 - 2.1.2 the Habitat Site is Registered; and
 - 2.1.3 as at the date of this Agreement there are sufficient Unallocated Units to enable the Habitat Site Owner to Allocate the Required Units.
- 2.2 The Habitat Site Owner shall ensure that the Habitat Site remains Registered until expiry of the Conservation Covenant.
- 2.3 The Habitat Site Owner shall undertake and maintain the habitat enhancement required under the Conservation Covenant until the expiry of the Conservation Covenant.

3 Reservation of Required Units

- 3.1 The Developer shall pay the pay the Reservation Fee to the Habitat Site Owner on the date of this Agreement.
- 3.2 The Habitat Site Owner shall reserve the Required Units for the Development from the start of the Reservation Period until the earlier of:
 - 3.2.1 the end of the Reservation Period;
 - 3.2.2 the Allocation of the Required Units to the Development pursuant to Clause 5; or
 - 3.2.3 termination of this Agreement.

- 3.3 The '**Reservation Period**' shall start on the date of this Agreement and shall expire at the end of the Initial Reservation Period, unless the Developer extends it in accordance with Clause 3.4, in which case the Reservation Period shall continue from the end of the Initial Reservation Period until the end of the Reservation Extension Period.
- 3.4 The Developer may extend the Reservation Period for the Reservation Extension Period by giving the Habitat Site Owner notice that the Developer wishes to do so and paying the Habitat Site Owner the Reservation Extension Fee before the end of the Initial Reservation Period.
- 3.5 The Developer shall notify the Habitat Site Owner within 10 Working Days of each of the following events:
 - 3.5.1 the grant of Planning Permission;
 - 3.5.2 the commencement of any Challenge Proceedings;
 - 3.5.3 the Challenge Period expiring without any Challenge Proceedings having been commenced;
 - 3.5.4 the final determination of any Challenge Proceedings;
- 3.6 the approval of the Developer's biodiversity gain plan by the Local Planning Authority pursuant to Part 2 of Schedule 7A of the Town and Country Planning Act 1990.
- 3.7 At any time during the Reservation Period the Developer may opt for a Conditional Allocation of the Required Units. To exercise this option the Developer shall notify the Habitat Site Owner that the Developer requires a Conditional Allocation of the Required Units and pay the Conditional Allocation Payment to the Habitat Site Owner.
- 3.8 Unless the Developer has already exercised its option in Clause 4, the Developer shall within Ten Working Days after the occurrence of a Conditional Allocation Event notify the Habitat Site Owner of that Conditional Allocation Event and pay the Conditional Allocation Payment to the Habitat Site Owner.

4 Conditional Allocation of the Required Units

- 4.1 The terms set out in this Clause 4 shall take effect and remain in effect (the '**Conditional Allocation**') from and including the date on which the Developer exercises its option under Clause 3.7 or fulfils the conditions in Clause 3.8 (whichever is earlier).
- 4.2 The Habitat Site Owner shall:
 - 4.2.1 reserve the Required Units for the Development from the date of the Conditional Allocation until the earlier of:

- (a) the occurrence of the Final Allocation Event;
 - (b) the expiry of the Conditional Allocation Period or, if the Developer exercises its option under Clause 4.3 the expiry of the Conditional Extension Period.
- 4.2.2 promptly following the Conditional Allocation provide to the Developer and, at the Developer's request, to the Local Planning Authority a certificate:
 - (a) confirming that the Required Units are reserved for the Development pursuant to Clause 4.2.1;
 - (b) confirming that the Habitat Site Owner is bound to Allocate the Required Units to the Development in accordance with Clause 5; and
 - (c) appending a copy of this Agreement with the amounts of the fees payable to the Habitat Site Owner redacted.
- 4.3 The Developer may opt to use the Conditional Extension Period by giving the Habitat Site Owner notice that the Developer wishes to do so and paying the Habitat Site Owner the Conditional Extension Payment before the end of the Conditional Allocation Period.

5 Unconditional Allocation of the Required Units

- 5.1 The Developer shall within ten Working Days after the occurrence of a Final Allocation Event pay the Final Allocation Payment.
- 5.2 The Habitat Site Owner shall within ten Working Days after the occurrence of the Final Allocation Event and payment of the Final Allocation Payment:
 - 5.2.1 take any steps necessary to unconditionally Allocate the Required Units to the Development;
 - 5.2.2 provide to the Developer and, at the Developer's request, to the Local Planning Authority a certificate confirming unconditional Allocation of the Required Units to the Development; and
 - 5.2.3 submit an application in to record the allocation in the Biodiversity Gain Site Register in accordance with the BNG Register Regulations.

6 Payments and VAT

- 6.1 Any sum payable by the Developer under this Agreement shall be deemed paid only when the Habitat Site Owner receives that sum in cleared funds in the Habitat Site Owner's Bank Account.

- 6.2 Each amount stated to be payable by the Developer to the Habitat Site Owner under or pursuant to this Agreement is exclusive of VAT (if any).
- 6.3 If any VAT is at any time chargeable on any supply made by the Habitat Site Owner under or pursuant to this Agreement, the Developer making the payment shall pay the Habitat Site Owner an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

7 Commencement and termination of this Agreement

- 7.1 This Agreement takes effect immediately upon being dated.
- 7.2 The Developer may terminate this Agreement with immediate effect by giving notice of termination to the Habitat Site Owner for any reason at any time during the Reservation Period;
- 7.3 Either party may terminate this Agreement with immediate effect by giving written notice of termination to the other party if:
 - 7.3.1 the other party is in material breach of its obligations under this Agreement (which shall include a failure to pay any sum payable under this Agreement when due) and fails to remedy that breach within 20 Working Days after service of notice requiring it to do so; or
 - 7.3.2 the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed here, or suspends or ceases, or threatens to suspend or cease, carrying on business.
- 7.4 If this Agreement is terminated for any reason:
 - 7.4.1 any Conditional Allocation of the Required Units shall cease;
 - 7.4.2 any Unconditional Allocation of the Required Units subsisting prior to termination shall continue;
 - 7.4.3 neither party shall have any further rights or obligations under this Agreement save for:
 - (a) the rights of either party in respect of any earlier breach of this Agreement;

- (b) any obligation to pay a sum which had become payable prior to the date of termination;

7.4.4 sums paid to the Habitat Site Owner by the Developer under the terms of this Agreement shall be non-refundable, except as set out in Clause 7.5.

7.5 The Habitat Site Owner shall refund the Reservation Fee and any Reservation Extension Fee to the Developer if this Agreement is terminated by the Developer pursuant to Clause 7.3.1 for breach of the Habitat Site Owner's obligations in Clause 2.2.

8 Limit of liability

8.1 References to liability in this Agreement include every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.2 Each party's aggregate liability shall be limited to an amount equal to the fees paid by the Developer to the Habitat Site Owner under this Agreement as at the date the most recent claim is made.

8.3 Neither party shall have any liability for:

- 8.3.1 loss of profits;
- 8.3.2 loss of sales or business;
- 8.3.3 loss of agreements or contracts;
- 8.3.4 loss of anticipated savings;
- 8.3.5 wasted expenditure;
- 8.3.6 loss of or damage to goodwill;
- 8.3.7 any indirect or consequential loss.

8.4 Nothing in this Agreement limits any liability if and to the extent that such liability cannot legally be limited.

8.5 Nothing in this Clause 8 shall limit the Developer's liability to pay the fees payable under this Agreement and any VAT thereon.

9 Force majeure

9.1 Neither party shall be liable for any delay or failure in the performance of its obligations (except an obligation to pay) for so long as and to the extent that such delay or failure results

from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 40 Working Days, the party not affected may terminate this agreement by giving not less than 10 Working Day's written notice to the affected party.

10 Assignment

- 10.1 Neither party shall assign, novate, declare a trust over or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

11 Variation

- 11.1 No variation of this Agreement shall be effective unless it is in writing and executed as a deed by the parties required to sign it under the relevant legislation (or their authorised representatives).

12 Waiver

- 12.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 12.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13 Rights and remedies

- 13.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14 Rights of third parties

- 14.1 The parties do not intend that any term of this Agreement should be enforceable by any third party as provided by the Contracts (Rights of Third Parties) Act 1999 but any third party right which exists or is available independently of that Act is preserved.

15 Entire agreement

- 15.1 This Agreement constitutes the entire agreement between the parties.

- 15.2 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. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

16 Severance

- 16.1 If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any Enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

17 Notices

- 17.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- 17.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 17.1.2 sent by email to address of the relevant party set out in the Agreement Details (or an address substituted in writing by the party to be served).
 - 17.1.3 Any notice shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address; or
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside 9am to 5pm on a Working Day in the place of receipt, at 9am on the next Working Day.
 - 17.1.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18 Governing law and jurisdiction

- 18.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the date stated at the beginning of it.

Signed by **Thomas Nelson** for and on behalf of **Nature Impact (Kensham) Ltd**


.....
Director

Signed by **Kieran Rucklidge**
for and on behalf of **Merryhill Mushrooms Ltd**


.....
Director

APPENDIX – PLAN OF THE HABITAT SITE – NATURE IMPACT (KENSHAM) LTD

