

Dated

12/18/2025

JULIAN JOHN LINDSAY YOUNG

AND

NUTHURST CRICKET CLUB

**Biodiversity Net Gain Unit Purchase Agreement
and Allocation Notice**

Ashtons
LEGAL

(Ref: SS/311761-0002)

THIS UNIT PURCHASE AGREEMENT is made on

12/18/2025

2025

BETWEEN

1. **JULIAN JOHN LINDSAY YOUNG** of The Old Hall, Darsham, Saxmundham IP17 3PR (“the Owner”); and
2. **NUTHURST CRICKET CLUB**, an unincorporated association whose premises are located at The Pavilion, Mannings Heath Village Green, Golding Lane, Mannings Heath, West Sussex, RH13 6JX (“the Developer”).

BACKGROUND

- A. East Suffolk Council, the Owner and Barclays Bank UK PLC entered into a Section 106 Agreement on 14 January 2025 (“the s106 Agreement”) and the BNG land has been registered on Biodiversity Gain Sites Register under reference BGS-140125001.
- B. Appendix 2 of the s106 Agreement references a report detailing an approved enhancement strategy which will retain, create and enhance existing habitats delivered through a rolling program of works so that the gain can be used to offset the decrease in biodiversity value resulting from new development.
- C. Pursuant to the S106 agreement, the Owner has been allocated 54.41 Biodiversity Net Gain Units [and in accordance with the terms of the S106 Agreement has subsequently been allocated a further [] Additional Units].
- D. The Owner currently holds 53.28 Remaining Units.
- E. The Owner has agreed to sell the Purchased Units to the Developer, on the terms of this agreement.
- F. Nuthurst Cricket Club, an amateur sports club, is an unincorporated association of individuals and is governed under a legal constitution. It has elected officers who, under the constitution, are permitted to execute legal agreements on behalf of the club.
- G. The Developer has received Planning Approval from Horsham District Council to develop an area of the Mannings Heath Village Green for the purposes of an improved training facility. The development land is owned by Nuthurst Parish Council and the club’s use of this land is governed by a Licence Agreement (between the club and Nuthurst Parish Council) with a term of 125 years. The club’s Planning Permission relates to a 4.5 metre by 8 metre concrete base for a cricket net. A qualified ecologist, Luke Wallace of Kent Sussex Ecology, has prepared a report and related calculations to measure the BNG impact following a site assessment. The metrics arising from the reports are used within this agreement to achieve a 10% uplift.

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Allocation Notice	A notice of allocation in relation to the Purchased Units in the form set out in Annex 1.
Area Habitat Units	A total of 40.14 area habitat units as measured by the Biodiversity Metric and detailed in the s106 Agreement.
Biodiversity Net Gain Units	The biodiversity net gain units created on the BNG Land under the s106 Agreement comprising the Hedgerow Units, the Area Habitat Units and the Watercourse Units.
BNG Land	The freehold land at Darsham Old Hall registered at the Land Registry with absolute title under title numbers SK328600 and SK328652 and shown edged red on the plan at Annex 2.
BNG Gain Site Register	The statutory biodiversity register created under regulation 3 of the Biodiversity Gain Site Register Regulations 2024 or any other equivalent regulations;
Council	East Suffolk District Council or such other public body as succeeds to the relevant functions of East Suffolk District Council.
Development	The development of Development Land in accordance with the Planning Permission.
Development Land	The property being <i>an area of land measuring 8m x 4.5m situated at Mannings Heath Village Green, Mannings Heath ,Horsham West Sussex intended to be used by the Developer for the purpose of a concrete base for a cricket net</i> being the land included within the Planning Permission.
Good Faith	Observing reasonable commercial standards of fair dealing and openness, acting honestly, adhering to the spirit of this agreement, being faithful to the agreed common purpose and acting consistently with the parties' justified expectations (this includes preventing action that frustrates the purpose of this agreement, disclosing material facts to the other party, not knowingly providing false information, on which the other party will rely, not negotiating with a third party without the other party's knowledge, not improperly accessing the other party's computer systems and not ending negotiations without a reasonable cause (it is acknowledged and agreed that negotiating in Good Faith shall not require a party to negotiate on an open book basis)).
Hedgerow Units	A total of 12.02 hedgerow units as measured by the Biodiversity Metric and detailed in the s106 Agreement.
Planning Permission	DC/25/0740 and includes any variation thereto or alternative Planning Permission obtained in substitution therefor.

Purchased Units	The Biodiversity Net Gain Units required for the Development being 0.02 units of Grassland – Other Neutral Grassland medium distinctiveness.
Purchase Price	██████ (exclusive of VAT).
Reallocation Notice	A notice of reallocation in relation to the onward transfer of the Purchased Units in the form set out in Annex 2.
Remaining Units	The Biodiversity Net Gain Units remaining unallocated as at the date of this Agreement.
VAT	Value added tax (or any replacement or equivalent tax) chargeable in the UK.
Watercourse Units	A total of 2.25 watercourse units as measured by the Biodiversity Metric and detailed in the s106 Agreement.
Working Day	Any day (other than statutory bank holidays or Saturday or a Sunday or the period between 23 December and 3 January) on which clearing banks are open to the public for transaction of business and “Working Days” is construed accordingly.

- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 A reference to writing or written excludes fax and e-mail.
- 1.6 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this contract and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.7 Clause, Schedule and paragraph headings shall not affect the interpretation of this contract.
- 1.8 References to a document in agreed form are to that document in the form agreed by the parties.
- 1.9 The Schedules form part of this contract and shall have effect as if set out in full in the

body of this contract. Any reference to this contract includes the Schedules.

- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but this shall not affect the validity and enforceability of the rest of this contract.

2. PURCHASE

- 2.1 Subject to the payment of the Purchase Price plus VAT, the Owner will sell and the Developer will buy the Purchased Units on the date of this agreement.
- 2.2 Save where the Developer has provided a Reallocation Notice to the Owner in accordance with clause 4, the Purchased Units may not be used for any purpose other than as mitigation for the Development.
- 2.3 The Purchased Units are purchased on the basis of information provided by the Developer. The Developer confirms that all information provided is true, complete, up to date and not misleading.

3. NOTICE OF ALLOCATION

- 3.1 On receipt of all the monies required by clause 3 above the Owner will within five (5) Working Days send:
 - 3.1.1 the completed Allocation Notice to the Council; and
 - 3.1.2 a copy of the completed Allocation Notice to the Developer.
- 3.2 Within five (5) Working Days of the date of this agreement, the Owner shall make an application to record the allocation of the Purchased Units on the BNG Gain Site Register.

4. ASSIGNMENT AND OTHER DEALINGS

- 4.1 Where at any time the Developer holds Purchased Units that are no longer required to satisfy the requirements of the Planning Permission in relation to the Development, the Developer can reallocate the Purchased Units to an alternative Planning Permission or developer.
- 4.2 On such reallocation, the Developer will send the completed Reallocation Notice to the Owner as soon as reasonably practicable and in any event within 5 Working Days of such reallocation.

5. VAT

- 5.1 The Purchase Price to be payable by the Developer to the Owner under or pursuant to this Agreement is exclusive of VAT (if any).
- 5.2 The Owner warrants that the sale of the Biodiversity Net Gain Units will constitute a supply chargeable to VAT at the standard rate. The Developer shall on receipt of a valid VAT

invoice pay the Owner an amount equal to that VAT as additional consideration on completion.

6. RELIANCE AND LIABILITY

- 6.1 The Owner is entering into this Agreement at the request of the Developer and in reliance on the information provided by the Developer.
- 6.2 The Owner shall have no obligations under this Agreement in respect of the Planning Permission or the Development and shall be under no obligation to review the same.
- 6.3 For the avoidance of doubt nothing in this Agreement shall be construed as any confirmation by the Owner that the Purchased Units are sufficient to satisfy the requirements of the Planning Permission (either in whole or in part) and the Developer's purchase of the Purchased Units is entirely at the risk of the Developer.

7. VARIATION

- 7.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

8. WAIVER

- 8.1 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.
- 8.2 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.
- 8.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

9. RIGHTS AND REMEDIES

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

10. SEVERANCE

- 10.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 10.2 If any provision or part-provision of this agreement is deemed deleted under clause 10.1 the parties shall negotiate in Good Faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

11. ENTIRE AGREEMENT

- 11.1 This agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

11.2 The Developer agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

11.3 The Developer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

12. NO PARTNERSHIP OR AGENCY

12.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

12.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

13. THIRD PARTIES

13.1 A person who is not a party to this agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

13.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any person.

14. FURTHER ASSURANCE

14.1 Each party shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

15. NOTICES

15.1 Any notice given under this contract must be in writing and signed by or on behalf of the party giving it.

15.2 Any notice or document to be given or delivered under this contract may be:

15.2.1 delivered by hand; or

15.2.2 sent by pre-paid first class post or other next working day delivery service.

15.3 Any notice or document to be given or delivered under this contract must be sent to the relevant party as follows:

15.3.1 to the Owner at:

The Old Hall, Darsham, Saxmundham IP17 3PR

with a copy by email to [REDACTED]

15.3.2 to the Developer at:

c/o Annette Keen, Plummers Field, Plummers Plain, Horsham, West Sussex,
RH13 6NX

with a copy by email to: [REDACTED]

or as otherwise specified by the relevant party by notice in writing to the other party.

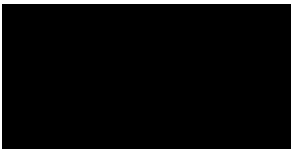
15.4 Any change of the details in clause 14.3 specified in accordance with that clause shall take

effect for the party notified of the change at 9.00 am on the later of:

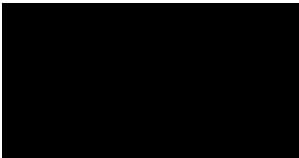
- 15.4.1 the date, if any, specified in the notice as the effective date for the change; or
- 15.4.2 the date five working days after deemed receipt of the notice.
- 15.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.
- 15.6 Any notice or document given or delivered in accordance with clause 14.1, clause 14.2 and clause 14.3 shall be deemed to have been received:
 - 15.6.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a working day, the notice shall be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice shall be deemed to have been received at 9.00 am on the next working day; or
 - 15.6.2 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.
- 15.7 In providing delivery of a notice or document, it shall be sufficient to prove that:
 - 15.7.1 a delivery receipt was signed; or
 - 15.7.2 the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service.
- 15.8 A notice or document given or delivered under this contract shall not be validly given or delivered if sent by email.
- 15.9 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.
- 16. GOVERNING LAW AND JURISDICTION**
 - 16.1 This agreement 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.
 - 16.2 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 this agreement or its subject matter or formation.

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

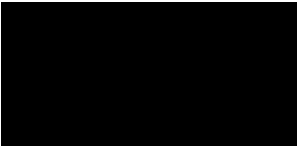
Signed by **JULIAN JOHN LINDSAY YOUNG**



Signed by Nick Sherliker (Chairman) and
Annette Keen (Honorary Secretary), acting as authorised
officers of NUTHURST CRICKET CLUB



Officer



Officer

ANNEX 1 - ALLOCATION NOTICE

EAST SUFFOLK COUNCIL
East Suffolk House
Station Road
Melton
Suffolk
IP12 1RT

Dear Sirs

NOTICE OF ALLOCATION OF UNITS REGISTERED UNDER REFERENCE BGS-140125001

We refer to the Biodiversity Net Gain Unit Agreement between (1) Julian John Lindsay Young and (2) Nuthurst Cricket Club dated [DATE] ("the BNG Agreement").

This is a notice of allocation of the following units yielded within the BNG Agreement (Units):

Date	
Purchaser of Units	Name: NUTHURST CRICKET CLUB Address: The Pavilion, Mannings Heath Village Green, Golding Lane, Mannings Heath, West Sussex, RH13 6JX
Development Offset by Units (if applicable)	Site Address: Application Reference:
Number/Type of Available Units	
Remaining Number/Type of Units at the date of this Notice	

Signed for and on behalf of JULIAN JOHN LINDSAY YOUNG:

.....(Signature)
.....(Name in Capitals)
.....(Position in Association)

ANNEX 2 - REALLOCATION NOTICE

Julian John Lindsay Young
The Old Hall
Darsham
Saxmundham
IP17 3PR

Dear Sirs

NOTICE OF RE-ALLOCATION OF UNITS REGISTERED UNDER REFERENCE BGS-140125001

We refer to the Biodiversity Net Gain Unit Agreement between (1) Julian John Lindsay Young and (2) Nuthurst Cricket Club (the “Developer”) dated [DATE] (“the BNG Agreement”).

This is a notice of the re-allocation of the following units allocated within the BNG Agreement (“Units”):

Date	
Purchaser of Units	Name: NUTHURST CRICKET CLUB Address: The Pavilion, Mannings Heath Village Green, Golding Lane, Mannings Heath, West Sussex, RH13 6JX
Development Offset by Units (if applicable)	Site Address: Application Reference:
Number/Type of Units allocated to the Purchaser	
Remaining Number/Type of Units at the date of this Notice held by the Developer	

Signed for and on behalf of NUTHURST CRICKET CLUB:

.....(Signature)
.....(Name in Capitals)
.....(Position in Association)

FAO: Peter Thompson
Nature Based Farming
George Thompson Ltd
Brook Farm
Great Oakley
Essex
CO12 5BN

Dear Sirs

NOTICE OF RE-ALLOCATION OF UNITS REGISTERED UNDER REFERENCE BGS-140125001

We refer to the Biodiversity Net Gain Unit Agreement between (1) Julian John Lindsay Young and (2) Nuthurst Cricket Club (the "**Developer**") dated [DATE] ("the BNG Agreement").

This is a notice of the re-allocation of the following units allocated within the BNG Agreement ("Units"):

Date	
Purchaser of Units	Name: NUTHURST CRICKET CLUB Address: The Pavilion, Mannings Heath Village Green, Golding Lane, Mannings Heath, West Sussex, RH13 6JX
Development Offset by Units (if applicable)	Site Address: Application Reference:
Number/Type of Units allocated to the Purchaser	
Remaining Number/Type of Units at the date of this Notice held by the Developer	

Signed for and on behalf of NUTHURST CRICKET CLUB:

.....(Signature)

.....(Name in Capitals)

.....(Position in Association)

ANNEX 3 - SITE LOCATION PLAN