

ALLOCATION AGREEMENT

For Biodiversity Gain on IFORD ESTATE

04 september 2026 THIS AGREEMENT is dated	
Between (1) J & H ROBINSON(IFORD FARMS)LIMITED incorporated and registered in England and Wales with company number 00369915 whose registered office is at Sutton House, Iford, Lewes, East Sussex, BN7 3EU (Owner); and (2) WEST WORTHING CLUB CIC incorporated and registered in England and Wales with company number 09116716 whose registered office is at West Worthing Club, Titnore Way, Worthing West Sussex, BN13 3RT (Purchaser).	
Concerning the sale, purchase and allocation of Biodiversity Gain on part of the land known as 2 Houndean Cottages, Brighton Road, Lewes, BN7 3jH	
Terms of this Agreement: This Agreement, together with the Contract Particulars and the Terms and Conditions, shall together be referred to as the “ Allocation Agreement ” or this “ Agreement ”. The Owner and the Purchaser shall together be referred to as the parties and each a party . To the extent that there is any conflict between the Contract Particulars and the Terms and Conditions, the order of precedence shall be as follows: (a) the Contract Particulars; (b) the Terms and Conditions.	
Contract Particulars	
Allocation Fee	means the sum of one thousand eight hundred pounds (£1800) (exclusive of VAT) to be paid by the Purchaser to the Owner in consideration for the Allocation to be provided for the Development;
Determining Authority	means WORTHING BOROUGH COUNCIL or its successor as local planning authority;
Development	means the development of land at West Worthing Club, Titnore Way, Worthing, West Sussex BN13 3RT (Planning Application Reference AWDM/0733/25) in accordance with the Planning Application;
Required Capacity	0.14 Units of Other Neutral Grassland .

This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart, when executed, shall be an original of this Agreement and all counterparts shall together constitute one instrument.

THIS AGREEMENT has been entered into on the date stated at the beginning of it.

Signed by Owner	May Robinson 9/4/2026
	SignaturePrint NameDate
Signed by Purchaser	Carole Naunton 9/8/2026
	SignaturePrint NameDate

TERMS AND CONDITIONS

Table of Contents

1. Definitions 4

2. Interpretation 5

3. Commencement 6

4. Obligations of the Purchaser 6

5. Obligations of the Owner 6

6. Notices 7

7. Determination of Disputes 7

8. Termination 8

9. Payments 9

10. Assignment 9

11. Entire agreement 9

12. Variation 9

13. Severance 9

14. Waiver 10

15. No partnership or agency 10

16. Further assurance 10

17. Third party rights 10

18. Governing law 10

19. Jurisdiction 10

ANNEX 1 : ALLOCATION LAND PLAN 11



BACKGROUND

- (A) The Owner is the registered owner of the Allocation Land, which forms part of the Biodiversity Gain Land, subject to the entries disclosed in the registered title.
- (B) The Owner has entered into the Section 106 Agreements, which secure the use of the Biodiversity Gain Land for Biodiversity Net Gain and which facilitates the Allocation and ongoing monitoring of the Biodiversity Gain Land, in order to provide an offsite Biodiversity Net Gain solution for the benefit of developments.
- (C) Subject to, and in consideration of, the payment of the Allocation Fee, the Owner agrees to comply with the Habitat Management and Monitoring Plan on the Allocation Land required to provide Biodiversity Net Gain for the Development and to Allocate the Required Capacity to the Purchaser.

1. DEFINITIONS

The following definitions and rules of interpretation apply in this Allocation Agreement:

“Allocation”	has the same meaning as in the Section 106 Agreements and “Allocate” “Allocated” and “Allocations” shall be construed accordingly;
“Allocation Fee”	has the meaning given to it in the Contract Particulars;
“Allocation Land”	means an area within the Biodiversity Gain Land as shown for illustrative purposes edged in green on the plan attached to this Allocation Agreement and which is for the purposes of providing Biodiversity Gain for the Development;
“Approval”	means the grant of planning permission in relation to the Planning Application;
“Biodiversity Capacity”	has the same meaning as in the Section 106 Agreements;
“Biodiversity Gain”	has the same meaning as in the Section 106 Agreements;
“Biodiversity Gain Land”	has the same meaning as in the Section 106 Agreements;
“Biodiversity Gain Site Register (Statutory)”	has the same meaning as in the Section 106 Agreements;
“Biodiversity Net Gain”	has the same meaning as in the Section 106 Agreements;
“Biodiversity Unit(s)”	has the same meaning as in the Section 106 Agreements;



“Determining Authority”	has the meaning given to it in the Contract Particulars;
“Development”	has the meaning given to it in the Contract Particulars;
“Habitat Management and Monitoring Plan”	has the same meaning as in the Section 106 Agreements;
“Planning Application”	the planning application made or to be made by the Purchaser to the Determining Authority in relation to the Development;
“Required Capacity”	means the number and type of Biodiversity Units of the total Biodiversity Capacity required by the Developer under this Agreement to provide Biodiversity Gain for the Development as specified in the Contract Particulars;
“Secretary of State”	the Secretary of State for the relevant Ministry or Department or any other minister or authority for the time being entitled to exercise the powers given by sections 77, 78 and 79 of the Town and Country Planning Act 1990 (as amended);
“Section 106 Agreements”	the agreements dated 18 th July 2023 and 3 rd October 2024 entered into pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) between (1) South Downs National Park Authority and (2) the Owner;
“Working Days”	means any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays;

2. INTERPRETATION

- 2.1 The clause headings in this Agreement are for reference only and do not affect its construction or interpretation.
- 2.2 References to clauses and Schedules (if any) are to the clauses and Schedules of this Agreement, unless stated otherwise.
- 2.3 Words importing one gender include any other genders and words importing singular include plural and vice versa.
- 2.4 A reference to a person includes a reference to a firm, company, authority, board, department or other body and vice versa.
- 2.5 Unless this Agreement states otherwise, any reference to any legislation (whether specifically named or not) includes any modification, extension, amendment or re-enactment of that legislation for the time being in force and all instruments, orders, notices, regulations, directions, byelaws,



permissions and plans for the time being made, issued, or given under that legislation or deriving validity from it.

- 2.6 A reference to **writing** or **written** includes email but not fax.
- 2.7 References to the Biodiversity Gain Land and/or Allocation Land include any part of it.
- 2.8 References to “including” means “including without limitation”.
- 2.9 Any covenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 2.10 Where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them all jointly or against each of them individually.

3. COMMENCEMENT

- 3.1 This Agreement shall come into force on the date it is dated.

4. OBLIGATIONS OF THE PURCHASER

- 4.1 The Purchaser shall pay the Allocation Fee to the Owner on the date of this Agreement.
- 4.2 Prior to, or as soon as reasonably practicable after, the date of payment of the Allocation Fee, the Purchaser shall provide the following documents to the Owner in order to enable the Allocation of the Required Capacity on the Allocation Land to the Development:
 - 4.2.1 a copy of the ‘biodiversity gain plan’ for the Development in approved format;
 - 4.2.2 a copy of the Approval;
 - 4.2.3 a copy of the final Biodiversity Metric for the Development in approved format;

AND SHALL provide any other documents, and take any other administrative steps or actions, as are reasonably requested by the Owner in to order to enable the Allocation of the Required Capacity on the Allocation Land to the Development.

- 4.3 The Purchaser shall be responsible for ensuring that any documents provided under clause 4.2 are valid and correctly completed and that the Required Capacity under this Agreement is sufficient for its Biodiversity Net Gain requirements in relation to the Development.

5. OBLIGATIONS OF THE OWNER

- 5.1 The Owner shall, following receipt of the Allocation Fee:
 - 5.1.1 within 5 (five) Working Days of the date of receipt, provide written notice to the Purchaser and to the South Downs National Park Authority and the Determining Authority (if different) of the receipt of the Allocation Fee and its commitment to Allocate the Required Capacity on the Allocation Land to the Development;



- 5.1.2 as soon as reasonably practicable, and subject to compliance by the Purchaser with its obligations to provide documents or undertake any other steps of actions under clause 4.2, Allocate the Required Capacity on the Allocation Land to the Development by submitting the necessary application and documents to the Biodiversity Gain Site Register (Statutory) and/or undertaking any other steps or actions as are reasonably necessary to give effect to the Allocation in accordance with applicable rules and regulations; and
- 5.1.3 maintain the Allocation Land in accordance with the approved Habitat Management and Monitoring Plan in accordance with the Owner's obligations under the Section 106 Agreements (and for so long as those obligations apply to the Owner).

5.2 The Owner shall not be in breach of its obligations under this Agreement to the extent that failures or delays are caused by a breach by the Purchaser of its obligations or responsibilities under clauses 4.2 or 4.3.

6. NOTICES

- 6.1 Any notice, consent, demand or other communication to be given in connection with the matters contemplated by this Agreement shall be in writing and shall either be delivered by hand, sent through by courier (recorded delivery), or by e-mail. Delivery by courier shall be regarded as delivery by hand. Such communication shall be sent to the address of the relevant party set out in the Contract Particulars or to such other address or as may previously have been communicated to the sending party in accordance with this clause. Each communication shall be marked for the attention of the relevant person set out in the Contract Particulars.
- 6.2 A communication shall be deemed to have been served:
 - 6.2.1 if delivered by hand, to the address referred to above, at the time of delivery; and
 - 6.2.2 if sent by e-mail, when received in legible form.
- 6.3 If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9:30 a.m. to 5:30 p.m. on a Working Day) under the preceding provisions of this clause, it shall be deemed to have been delivered at the next opening of such normal business hours.
- 6.4 A party may notify the other Parties of a change to its name, relevant person or address for the purposes of this clause provided that such notification shall only be effective five (5) clear Working Days after the date on which notice is deemed to have been served (or such later date as stated in the notice).

7. DETERMINATION OF DISPUTES

- 7.1 Subject to clause 7.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other party written notice requiring the dispute to be determined under this clause 7. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 7.2 For the purposes of this clause 7, a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Biodiversity Gain Land.



- 7.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 7.4.
- 7.4 Any dispute over the identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Purchaser and the Owner cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.
- 7.5 The Specialist is to act as an independent expert and:
- 7.5.1 each party may make written representations within ten (10) Working Days of his appointment and will copy the written representations to the other party;
 - 7.5.2 each party is to have a further ten (10) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 7.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 7.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
 - 7.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 7.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) Working Days of his appointment.
- 7.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 7, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 7.7 This clause 7 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts.

8. TERMINATION

- 8.1 Without affecting any other right or remedy available to it, the Owner may terminate this Agreement with immediate effect by giving notice to the Purchaser if prior to the date on which the Required Capacity has been Allocated, the Purchaser is in breach of any of its obligations in this Agreement and the Purchaser has failed to rectify the breach within a reasonable time after receiving notice to rectify from the Owner.



8.2 If this Agreement is terminated in accordance with the provisions of this clause 8, then neither party shall have any further rights or obligations under this Agreement save for the rights of either party in respect of any earlier breach of this Agreement.

9. PAYMENTS

9.1 All payments due under this Agreement shall be paid in pounds to the bank account specified by the Owner and interest shall be payable on overdue amounts at a rate of 4% above the base rate of the Bank of England from time to time.

9.2 All fees specified in this agreement exclude any amounts in respect of VAT.

9.3 Where any taxable supply for VAT purposes is made under this Agreement by the Owner to Purchaser, the Purchaser shall, on receipt of a valid VAT invoice from the Owner, pay to the Owner such additional amounts in respect of VAT as are chargeable on the supply at the same time payment is due for the fees.

10. ASSIGNMENT

10.1 Neither party shall assign, novate, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed.

11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2 Each party 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

12. VARIATION

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

13. SEVERANCE

13.1 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.

13.2 If any provision or part-provision of this Agreement is deemed deleted under clause 13.1, 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.



14. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15. NO PARTNERSHIP OR AGENCY

- 15.1 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.

16. FURTHER ASSURANCE

At its own expense, each party shall, and 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.

17. THIRD PARTY RIGHTS

- 17.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third parties) Act 1999 to enforce any terms of this Agreement.
- 17.2 The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

18. GOVERNING LAW

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 laws of England and Wales.

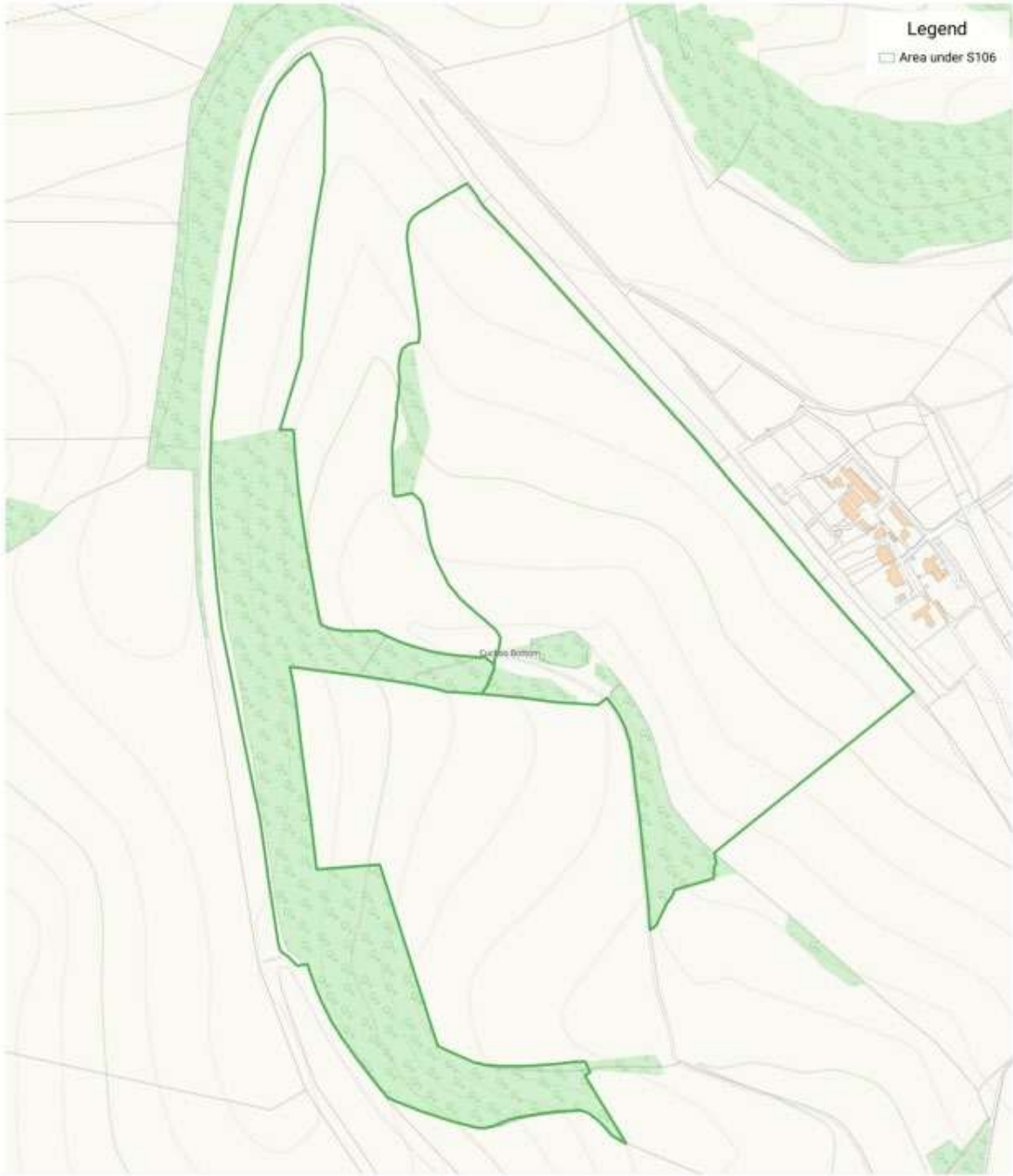
19. JURISDICTION

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



ANNEX 1 : ALLOCATION LAND PLAN

Land under a S106 Agreement 



Produced on Sep 19, 2008
© Crown copyright and database right 2024 (licence number 100099532)

J&H Robinson (Iford Farms) Ltd



