



Department
for Environment
Food & Rural Affairs

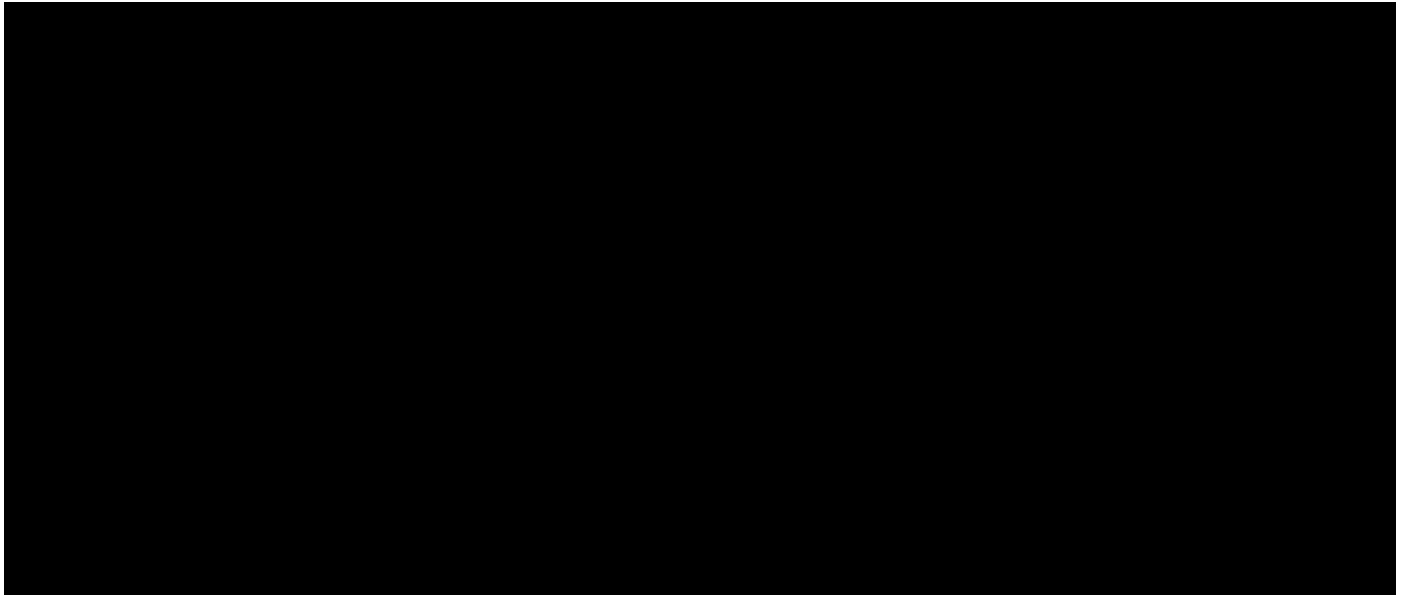
Standard Contract for Services - Order Form

Roadmap to a peat-free future for British fresh produce (contract ref: C26937)

1. Purchase Order Number	TBC	
2. Customer	<i>The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown</i>	
3. Contractor(s)	C Donkin Ltd, Crown Cottage, Aymestrey, Leominster, HR6 9ST	
4. Defra Group Members	NA	
5. The Agreement	<p>This Order is part of the Agreement and is subject to the terms and conditions Referenced at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ul style="list-style-type: none">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None
	Services	To be performed at the Contractor's premises: Crown Cottage, Aymestrey, Leominster, HR6 9ST Date(s) of Delivery: refer to Appendix 2
7. Start Date	01/11/2024	
8. Expiry Date	14/03/2025	
9. Charges	The Charges for the Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.	
10. Payment	Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.	
11. Contractor's Liability Cap (Clause 13.2.1)	£250,000	

<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>14. Optional Intellectual Property Rights ("IPR") Clauses</p>	<p>The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.</p> <p><i>Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</i></p>
<p>15. Progress Meetings and Progress Reports</p>	<p><i>Refer to Appendix 2</i></p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>[REDACTED]</p>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>18. Procedures and Policies</p>	<p>For the purposes of the Agreement:</p> <p>The Customer's Staff Vetting Procedures are: <i>The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.</i></p> <p>Refer to the Terms & Conditions for the Clause relating to Data Security.</p> <p>The Customer's equality and diversity policy/requirements and instructions related to equality Law and environmental policy are detailed in the Terms & Conditions.</p> <p>The Customer's health and safety policy is detailed in the Terms & Conditions.</p>
<p>19. Special Terms</p>	<p>NA</p>
<p>20. Additional Insurance</p>	<p>Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £1,000,000 (one million pounds sterling);</p>

	Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £1,000,000 (one million pounds sterling).
21. Further Data Protection Provisions	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>



Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Defra Website](#) and which are called 'Standard Goods & Services Terms and Conditions (Core Defra)'

Appendix 2: Specification/Description

Background

Greenhouse gas emissions from peat extracted for horticultural use in 2020 were 0.049 MtCO_{2e} for England and 0.36 MtCO_{2e} for the UK. However, over 60% of the peat used is imported. Emissions from imported peat apply to the country of origin, so the overall greenhouse gas footprint is larger. The government's net zero pathway includes measures to end use of peat in horticulture to end these emissions.

Around 240,000 m³ of peat are used in food production in the UK per annum, mainly by the fresh produce sectors covered by this project. This represents 51% of the professional sector use of peat or 25% of the total peat use in horticulture. Therefore, developing a roadmap to peat-free for these sectors is key stage in the transition to peat-free horticulture and reducing the harm to peat habitats in England.

This project has been developed by the proposed supplier and the British produce associations and they are seeking a contribution from Defra to support delivery.

Aims and objectives

1. To develop a methodology for working with stakeholders to develop a roadmap to transition to peat-free growing media.
2. To develop roadmaps to transition at least 5 British fresh produce sectors/associations to peat-free growing media.
 - a. British Leafy Salads Association (BLSA)
 - b. Plant Propagators Ltd (PPL)
 - c. British Herbs
 - d. Mushroom Growers Association
 - e. Brassica Growers Association (BGA)

Approach

This project will use standardised and structured evaluation process to clearly identify the pathway for a peat free future for each sector while maintaining industry viability and food security, where the two points don't align this will be clearly shown as will the potential for overcoming the threat to progression. The idea is to proactively flag the low hanging fruit which give quick progress as well as identifying those pressure points to the removal of peat in our national food production systems where intervention or support mechanisms can most effectively be utilised to shortcut the timeframe needed or derisk the process of change.

The idea would be to complete the five roadmaps concurrently as for many there are interrelated issues. This is particularly the case for BLSA, PPL and BGA. The timelines also work best around the crop association technical meetings which are held twice a year, Autumn and Spring. This means that all the communications and presentation of concept can be coordinated via the association technical committees at these meetings. Once the document is completed it will be reviewed, updated and revalidated at the technical meetings each year and used to steer the path of each sector as a living working document rather than a static record.



Outputs

Final report to Defra – Method and best practice for working with the industry to develop roadmaps to transition to peat-free growing media, including lessons learned.

Roadmaps for at least 5 British produce sectors (output to the sectors, but with rights to access by Defra).

Project duration

1 November 2024 to 14 March 2025

Appendix 3: Charges



The Authority will pay the Contractor a fixed sum of £25,000 excluding VAT



Appendix 4: Processing Personal Data (NA)

Contract:	[XXXX]
Date:	[XXXX]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	
Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	