Add NE Logo

**Standard Contract for Goods and/or Services - Order Form**

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| 1. **Purchase Order Number** | [**Insert** Customer's purchase order number TBC | |
| 1. **Customer** | Natural England, Manor House, Moss lane, Whixall Shropshire SY13 2PD | |
| 1. **Contractor(s)** |  | |
| 1. **Defra Group Members** | The following Defra Group member will receive the benefit of the Deliverables: **Natural England** | |
| 1. **The Agreement** | 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.  Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.  The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):   1. this Order; 2. the terms and conditions at Appendix 1; and 3. the remaining Appendices (if any) in equal order of precedence. | |
| 1. **Deliverables** | **Applicable Deliverables** | **Goods Only:**  **Services Only:**  **Good and Services:** |
| **Goods** |  |
| **Services** | **See Appendix 2 – Whixall Manor Drain Diversion Completion Scheme on S.38 Reeve’s Fields of Fenn’s, Whixall and Bettisfield Mosses NNR.**  To be performed at ***S.38 Reeve’s Fields of Fenn’s, Whixall & Bettisfield Mosses National Nature Reserve***  Date(s) of Construction Delivery **W/c** **9 September 2024 to W/c 23 September 2024**  Date(s) of Final Delivery including As built measure to **11 Oct 2024**  Date(s) of Final Invoicing 1**8 October 2024** |
| 1. **Start Date** | *W/c 9 September 2024* | |
| 1. **Expiry Date** | 18 October 2024 | |
| 1. **Charges** |  | |
| 1. **Payment** | ***Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.*** | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** | A sum equal to £5,000,000 | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be:  Reserve Manager  Nathan Brake  [Nathan.brake@naturalengland.org.uk](mailto:Nathan.brake@naturalengland.org.uk)  07880462288  Project Manager Dr Joan Daniels [Joan.Daniels@naturalengland.org.uk](mailto:Joan.Daniels@naturalengland.org.uk)  07974 784 799  or, in their absence,  Peter Bowyer Senior Reserve Manager  [Peter.bowyer@naturalengland.uk](mailto:Peter.bowyer@naturalengland.uk)  07974 784 795 | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  Dr Joan Daniels [Joan.Daniels@naturalengland.org.uk](mailto:Joan.Daniels@naturalengland.org.uk)  07974 784 799  or, in their absence,  Peter Bowyer  [Peter.bowyer@naturalengland.uk](mailto:Peter.bowyer@naturalengland.uk)  07974 784 795 | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | The Customer has chosen no Option in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  ***N/A*** | |
| 1. **Progress Meetings and Progress Reports** | * The Contractor shall attend progress meetings with the Customer’s CDM coordinator/ Supervising Engineer and Project Officer twice a week. * The Contractor shall provide the Customer with an As Built Report including levels at the end of the Works. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Natural England,  Fenn’s, Whixall & Bettisfield Mosses N.N.R.  Manor House,  Moss Lane, Whixall  Shropshire  SY13 2PD  Attention: Dr Joan Daniels  Email: [Joan.Daniels@naturalengland.org.uk](mailto:Joan.Daniels@naturalengland.org.uk) | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement  The Customer’s security / data security requirements are: <https://www.gov.uk/government/organisations/natural-england/about/personal-information-charter>  The Customer’s additional sustainability requirements are contained in : <https://www.gov.uk/government/organisations/natural-england/about/procurement#sustainable-procurement>  The Customer’s equality and diversity policy/requirements and instructions related to equality Law is contained in: [Equality and diversity - Natural England - GOV.UK (www.gov.uk)](https://www.gov.uk/government/organisations/natural-england/about/equality-and-diversity) and environmental policy is outlined in <https://www.gov.uk/government/publications/25-year-environment-plan>  The Customer’s health and safety policy is contained in: health and safety - Natural England - GOV.UK (www.gov.uk) | |
| 1. **Special Terms** | Special Term 1 – N/A | |
| 1. **Additional Insurance** | N/A | |
| 1. **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:**  **No:** | |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  Dr Joan Daniels  Higher Officer, Fenn’s, Whixall & Bettisfield Mosses National Nature Reserve | Name:  [**Insert** name]  [**Insert** job title] |
| Date: | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the[Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0)and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2 and Annexes 1 – 14**

**LIT 63283 Appendix 2 Specification WMDD Completion V3**



**Annexes** 

             