



Department
for Environment
Food & Rural Affairs

Short Form Contract Contract for Services – NE

Contract Reference: ECM 54790

22 March 2019



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THIS CONTRACT is dated 22 March 2019

BETWEEN

NATURAL ENGLAND of Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX (the “**Authority**”); and

The Bat Conservation Trust of [REDACTED] (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

The Authority requires the services set out in Schedule 1 (the “**Services**”).

The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

Definitions and Interpretation

In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: www.naturalengland.org.uk

‘**Contract Term**’: the period from the Commencement Date to the Expiry Date.

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 2 of the Public Contracts Regulations 2015.

‘**Controller**’: has the meaning given in the GDPR.

‘**Data Loss Event**’: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

‘**Data Protection Impact Assessment**’: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

‘Data Protection Legislation’: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

‘Data Protection Officer’: has the meaning given in the GDPR.

‘Data Subject’: has the meaning given in the GDPR.

‘Data Subject Request’: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

‘Default’: a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

‘Dispute Resolution Procedure’: the dispute resolution procedure set out in Clause 20.

‘DPA 2018’: the Data Protection Act 2018.

‘Force Majeure’: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier’s supply chain.

‘Fraud’: any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

‘GDPR’: the General Data Protection Regulation (Regulation (EU) 2016/679).

‘Good Industry Practice’: standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

‘Goods’: all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

‘Intellectual Property Rights’: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos,

instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

‘IP Materials’: all Intellectual Property Rights which are:

furnished to or made available to the Supplier by or on behalf of the Authority; or

created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

['Joint Controllers’: where two or more Controllers jointly determine the purposes and means of processing.]

‘Law’: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply.

‘LED’: Law Enforcement Directive (Directive (EU) 2016/680).

‘Personal Data’: has the meaning given in the GDPR.

‘Personal Data Breach’: has the meaning given in the GDPR.

‘Price’: the price for the Services set out in Schedule 2.

‘Processor’: has the meaning given in the GDPR.

‘Protective Measures’: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

‘Replacement Supplier’: any third party supplier of services appointed by the Authority to replace the Supplier.

‘Staff’: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

‘Sub-contract’: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

‘Sub-contractor’: third parties which enter into a Sub-contract with the Supplier.

‘Sub-processor’: any third party appointed to process Personal Data on behalf of the Supplier related to this Contract.

‘Valid Invoice’: an invoice containing the information set out in Clause 3.3.

‘VAT’: Value Added Tax.

‘Working Day’: Monday to Friday excluding any public holidays in England and Wales.

The interpretation and construction of the Contract is subject to the following provisions:

words importing the singular meaning include where the context so admits the plural meaning and vice versa;

words importing the masculine include the feminine and the neuter;

reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;

reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;

references to the Services include references to the Goods;

references to Clauses and Schedules are to clauses and schedules of the Contract; and

the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

Contract and Contract Term

The Supplier shall provide the Authority with the services set out in Schedule 1 (the **“Services”**) in accordance with the terms and conditions of the Contract.

The Contract is effective on 1 April 2019 (the **“Commencement Date”**) and ends on 31 October 2019 (the **“Expiry Date”**) unless terminated early or extended in accordance with the Contract.

Price and Payment

In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

The Authority shall:

provide the Supplier with a purchase order number ("**PO Number**"); and

pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

A Valid Invoice shall:

contain the correct PO Number;

express the sum invoiced in sterling; and

include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

The Supplier shall submit invoices as set out in the specification to the Authority at the following addresses: Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

The Supplier acknowledges that:

if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;

invoices which do not include the information set out in Clause 3.3 will be rejected.

Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

The Supplier shall not suspend provision of the Services if any payment is overdue.

The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

Extension of the Contract

The Authority may, by written notice to the Supplier, extend the Contract for a further period up to 0 months.

Warranties and Representations

The Supplier warrants and represents for the Contract Term that:

it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;

the Contract is executed by a duly authorised representative of the Supplier;

in entering the Contract it has not committed any Fraud;

as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;

no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;

no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;

it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and

Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;

it will comply with its obligations under the [Immigration, Asylum and Nationality Act 2006](#).

The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;

it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and

it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

Service Standards

The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.

If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.

The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:

have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or

treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.

The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.

If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.

The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal

use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.

Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

Termination

The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.

The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:

being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the [Mental Health Act 1983](#);

being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the [Insolvency Act 1986](#), or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;

being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;

the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;

subject to Clause 7.3, the Supplier commits a Default;

there is a change of control of the Supplier; or

the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

Consequences of Expiry or Termination

If the Authority terminates the Contract under Clause 7.2:

and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and

no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

On expiry or termination of the Contract the Supplier shall:

co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and

procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

Save as otherwise expressly provided in the Contract:

termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

Liability, Indemnity and Insurance

Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

death or personal injury caused by its negligence;

Fraud or fraudulent misrepresentation; or

any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

Subject to Clause 9.1:

neither Party is liable to the other for any:

loss of profits, business, revenue or goodwill;

loss of savings (whether anticipated or otherwise); and/or

indirect or consequential loss or damage

each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.

The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.

The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

Confidentiality and Data Protection

Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

Clause 10.1 shall not apply to any disclosure of information:

required by any applicable law;

that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;

where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or

which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.

The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

a systematic description of the envisaged processing operations and the purpose of the processing;

an assessment of the necessity and proportionality of the processing operations in relation to the Services;

an assessment of the risks to the rights and freedoms of Data Subjects; and

the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:

nature of the data to be protected;

harm that might result from a Data Loss Event;

state of technological development; and

cost of implementing any measures;

ensure that:

the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);

it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:

are aware of and comply with the Supplier's duties under this clause;

are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;

are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and

have undergone adequate training in the use, care, protection and handling of Personal Data; and

not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;

the Data Subject has enforceable rights and effective legal remedies;

the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;

at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

receives a Data Subject Request (or purported Data Subject Request);

receives a request to rectify, block or erase any Personal Data;

receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

receives any communication from the Information Commissioner or any other regulatory authority;

receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

becomes aware of a Data Loss Event.

The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.

Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

the Authority with full details and copies of the complaint, communication or request;

such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;

assistance as requested by the Authority following any Data Loss Event;

assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

the Authority determines that the processing is not occasional;

the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

notify the Authority in writing of the intended Sub-processor and processing;

obtain the written consent of the Authority; and

enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.

provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days'

notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

Freedom of Information

The Supplier acknowledges that the Authority is subject to the [Freedom of Information Act 2000](#) and the [Environmental Information Regulations 2004](#) (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.

If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

Intellectual Property Rights

The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.

The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

Prevention of Corruption and Fraud

The Supplier shall act within the provisions of the [Bribery Act 2010](#).

The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.

The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

Discrimination

The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

Environmental and Ethical Policies

The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

Health and Safety

Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.

While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.

The Supplier shall comply with the requirements of the [Health and Safety at Work etc Act 1974](#), and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

Monitoring and Audit

The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.

The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all

payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.

The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

Transfer and Sub-Contracting

The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.

If the Supplier enters into any Sub-contract in connection with the Contract it shall:

remain responsible to the Authority for the performance of its obligations under the Contract;

be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;

impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;

pay its Sub-contractors' undisputed invoices within 30 days of receipt.

The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or

any private sector body which performs substantially any of the functions of the Authority.

Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

Variation

Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "**Variation**").

The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.

If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

allow the Supplier to fulfil its obligations under the Contract without the Variation; or

refer the request to be dealt with under the Dispute Resolution Procedure.

Dispute Resolution

The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.

Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.

The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.

Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

Supplier's Status

Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.

The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

Notices

Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

Entire Agreement

The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

Third Party Rights

No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

Waiver

The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

Publicity

The Supplier shall not without Approval:

make any press announcements or publicise the Contract or its contents in any way; or

use the Authority's name or logo in any promotion or marketing or announcement.

The Authority may publish the Contract on the Authority Website or another website at its discretion.

Force Majeure

Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.

If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.

The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

Electronic Signature

Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system ("**Bravo**").

No other form of acknowledgement will be accepted.

Precedence

In the event of and only to the extent of any conflict between the terms and conditions or the special terms below, the conflict shall be resolved in accordance with the following order of precedence:

- a) the special terms below;
- b) the main terms of the Contract (pages 1 to 15);
- c) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 19 shall not take higher precedence than specified here.

SCHEDULE 1 - SPECIFICATION OF SERVICES

TECHNICAL SPECIFICATION FOR NATURAL ENGLAND BAT ADVICE SERVICE

1. BACKGROUND TO THE NATURAL ENGLAND WORK AREA / EXECUTIVE SUMMARY

Regulation affects a number of areas relating to the natural environment and Natural England's approach is set out in our Regulatory Strategy. We are implementing the Government's regulatory reform agenda to provide a simpler and better regulatory service to our customers. The wildlife element within Natural England provides advice on and issues licences for activities that affect protected species. Our web pages give a full run down of our work and the extent of the legislation we work within. We manage the outsourced delivery of specialist advice on bats to householders and others, like churches. This is in support of Natural England's statutory obligations under Section 10(5) of the Wildlife & Countryside Act (1981) and Regulation 53 of the Conservation of Habitats and Species Regulations 2017. The contract will involve co-ordination of specialist advice (provided by Natural England Volunteer Bat Roost Visitors) to avoid harming bats. It includes cases where disturbance to bats or their roosts is proposed and comprises telephone helpline and advice visits and will operate for all regions in England.

2. REQUIREMENT

Scope

2.1 Bats and their roosts are protected under Schedule 5 of the Wildlife and Countryside Act 1981 and Regulation 41 of the Conservation of Habitats and Species Regulations 2017. The legislation places obligations on both individuals and public bodies that are aimed at ensuring that the conservation status of bats is maintained. The United Kingdom is party to a number of international treaties focused on conservation (Rio, Bern and Bonn Conventions).

2.2 The service provides specialist advice, primarily to householders (see paragraph 3.17 for details), through a telephone service and, when necessary, through visits carried out by Natural England's network of over 700 licensed Volunteer Bat Roost Visitors. Without this dedicated, unpaid, work force this service would not be possible and for this reason a good relationship between the contractor and the volunteers is essential. The main purpose of visits is to protect bats by reassuring people affected (or distressed) by them, to advise on timing (avoidance) and methods for building maintenance works (such as timber treatment, re-roofing but not development) and to reduce the likelihood of exclusions (and consequent threat to bat conservation and licence requirement). However, there will be a small number of cases where exclusion is justified, and a licensing route is available for these cases.

2.3 Enquiry numbers are approximately 6,000 each financial year. The key outcome is to balance householder requirements with bat protection requirements.

Objectives and milestones

2.4 The aim of the service is to:

Persuade people to live with bats and to save threatened roosts whilst working within legislation requirements
 Improve public awareness/appreciation of bats and attitudes to nature conservation
 By providing advice that protects bats and their roosts contribute to England biodiversity action plan targets.

The following objectives will be used to measure delivery success.

Objectives Code	Objective Description
	For standards and delivery definitions see paragraph 3.10 to 3.27
Obj1	To manage a bat advice service to resolve householder's (and others see paragraph 3.17 – 3.20) bat problems, meeting demand and delivery standards within available resource, and applying the most appropriate delivery mechanism
Obj2	To deliver advice visits through experienced licensed Volunteer Bat Roost Visitors with advice provided and documented (through bat roost visit reports and advice letters) meeting agreed standards (85% of cases completed within the 30 day deadline).
Obj3	To endeavour that exclusions do not exceed 10% of enquiries with roosts, being only recommended in 'last resort cases', and that roosts under threat are saved as a result of advice given
Obj4	To provide support to volunteers to maintain the capacity and safety of the network and to work with Natural England to build the skills and knowledge of individuals within the network.
Obj5	To ensure where exclusion licence applications are unavoidable Volunteer Bat Roost Visitors assist householders with the licensing process (see paragraph 3.25)
Obj6	To suggest innovation during the life of the contract seeking new ways to deliver the service and to reduce the overall cost

2.5 To measure delivery success three Key Performance Indicators (KPI) have been identified and the milestones below show how and when these will be measured. These will be finalised at the contract award stage.

Key performance indicators (KPIs)

The advice service ensures that bat exclusion represents less than 10% of enquiries with roosts
 The appropriate advice mechanism is provided and service delivery meets demand, within available resource and on time. The agreed service level will be 85% of cases being dealt with within a 30 day time period.

Service standards are met and over 90% of customers and volunteers rate satisfaction with service and relationship with contractor respectively as good or better.

Milestone Code	Description	Delivery Date
	For standards and delivery definitions see paragraph	

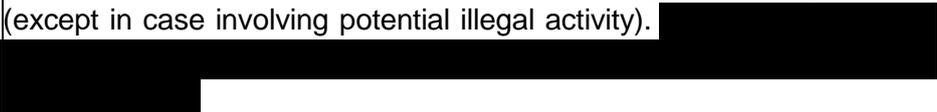
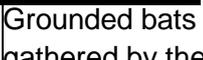
	3.10 to 3.27	
M1	Delivery meets demand for the service with bat problems resolved using the most appropriate delivery mechanism for the type of enquiry. See template in Appendix A (ii).	June (end Q1) 2019 September (end Q2) October 2019
M2	Delivery meets agreed service standards (e.g. response times, sustainability targets are met)	Six weekly teleconference updates
M3	Quality standards are met (success will be measured in terms of problem resolution (i.e. analysis of outcomes from advice data), support to Natural England with volunteer activity and evidence from customer and volunteer satisfaction surveys). See template in Appendix A (iii).	June (end Q1) 2019 September (end Q2) October 2019
M4	Sharing data with NBN which others can access (see section 3.15 and 3.23) as well as the bat groups.	June (end Q1) 2019 September (end Q2) October 2019

2.6 To record outcomes contractors will have to keep adequate records to report against these KPIs. Appendix A includes an example of the data records that need to be reported upon on a quarterly basis. Other records include electronic copies of telephone frequently asked questions, decision trees, guidance, advice letters and roost visit reports.

Exclusions

2.7 A number of items are not included in the contract.

Exclusion	Exclusion Description
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E1	Volunteer travel and subsistence and equipment will continue to be funded directly from Natural England budgets
E2	Additional training and support to that specified in paragraph 3.29 will be provided to volunteers by locally based Natural England Advisors.
E3*	Paid advice visits carried out by the contractor or other consultant, helping applicants or their consultants with planning applications or European Protected Species (EPS) and development licence applications
E4*	Excludes bat welfare problems such as sick, or grounded/ injured bats (except in case involving potential illegal activity).   Grounded bats unless (based on local knowledge and information gathered by the contractor over the telephone) it is reasonably anticipated that a <u>roost is present and is about to be affected by some action.</u>
E5*	Excludes encouraging interested householders, giving walks/talks or promoting other services for consultancies and bat groups.
E6**	Advice relating to any development (as opposed to building maintenance), regardless of whether planning permission is required. Works such as loft conversions and extensions are considered developments, and hence are not included in the contract. Work to listed dwelling places where roost presence is unknown.

* In these cases the contractor should refer callers on to the relevant organisation, bat group, Local Planning Authority, CIEEM for ecological consultant or to Natural England licensing web pages etc.
 ** Exception, E6, does not apply to cases on the Isles of Scilly.

The service

Calls (case type 1): Enquiries not requiring a visit by a Volunteer Bat Roost Visitor

2.9 In all cases the contractor provides the first point of contact for receiving enquiries about bats and operations affecting bats and their roosts (by telephone, letter, fax and email) from the general public and others, see paragraph 3.17 – 3.20. A telephone service will be available during normal office hours (09.30 – 16.30) throughout the year, with ‘out-of-hours’ (message/remote) service as required during peak times (July to September). Answer machine messages should state when the contractor is available, when the caller can expect a response and useful contact numbers for other relevant organisations. Some contact with local Volunteer Bat Roost Visitors may be necessary on a case by case basis outside normal office hours.

210 Telephone calls should be dealt with by appropriately experienced staff with the necessary expertise and guidance to provide advice and to determine if a visit by a volunteer bat worker is necessary and appropriate. Any seasonal employees must be adequately trained. This expertise will avoid unnecessary call outs (by dealing with enquiries appropriately) and make

sure Volunteer Bat Roost Visitors get the necessary information prior to a visit. Helpline advice must be sufficiently detailed and consistent with bat protection legislation. Good use should be made of web or signposting to other organisations to source relevant information and to reduce carbon footprint and printing/postage costs. It is estimated that in future most enquiries will be dealt with as calls (Type 1) cases, although actual proportions will vary with location, predominance of and pressures on roosts and species involved. Potential suppliers will need to show how they will achieve this when answering the evaluation questions. Bids should also indicate what use will be made of the web and e-signposting.

2.11 All calls within the remit of the service (see 3.13 below) should be recorded on the contractors database. From this data is extracted into a spreadsheet. This includes dates, the action taken and outcomes etc. Documented frequently asked questions and decisions trees for helpline staff also need to be maintained and made available, electronically, on request to Natural England.

2.12 Calls should cover the following situations (see also contract exclusions in paragraph 3.7):

Where reporting the presence of roosting bats, but where the caller is not proposing to affect or disturb the roost, exclude or otherwise interfere with.

Where the householder is assessed (by the contractor) as having the necessary confidence and competence to follow detailed verbal advice given regarding the bat presence and a visit by a Volunteer Bat Roost Visitor is not required. All verbal advice should be documented in database (see above).

Where factual information or reassurance is required regarding bat roosts, signposting to reports or other organisations, survey methods & information leaflets, local bat group contacts, licence application forms etc.

Where requesting factual information on building maintenance, timber treatment, re-roofing work etc where the contractor assesses that the activity will not harm bats or require a Volunteer Bat Roost Visitor visit.

2.13 Call documentation: Where a visit is not required, leaflets or advice notes can be provided or online copies signposted, supporting the telephone advice already given. Details are kept in an electronic database (see Appendix A (i)). Information letters or emails where substantive advice is required should be sent to customers and to the Natural England Contract Manager (electronically) to enable them to refer to written information in future. These will be signed by the contractor acting on Natural England's behalf. An example of letter template A is included in Appendix B. It's important that case reference numbers are included on all correspondence. See paragraph 3.27 for response times.

Visits (case type 2): Enquires requiring on-site advice by a Volunteer Bat Roost Visitor

2.14 Contractors should determine the category (Type 1 or Type 2) on a case-by-case basis. In all cases experience and discretion should be used to determine the necessity for a visit; however visits are typically where a householder wishes to take some action that may affect bats or a bat roost. All visits within the remit of the service (see below) must be recorded on the contractor's database and reported to Natural England as a spreadsheet, an example of which is included in Appendix A(i).

Call types for which visits can be undertaken:

2.15 Householders with bats in properties.

This includes:

Nuisance situations within a dwelling house e.g. problems with droppings, noise, phobia, bats repeatedly accessing living spaces.

Minor repair works to the existing dwelling structure, including:

Replacement of missing slates/tiles, repairing small areas of damage to roof, replacement of soffits, fascia boards and barge boards, guttering, chimney repair, attaching/removing solar panels

Timber treatment, re-pointing of masonry, replacing windows

Installing insulation, eg within a loft or cavity walls

Pest control, eg treating clusterfly infestations in loft spaces, proofing against birds.

Planned or imminent building maintenance not requiring planning permission or other controls (e.g. listed buildings) where timing may cause disturbance to bats and/or their roost and where it is thought a visit could persuade the enquirer to stop or avoid works or time of any disturbing activity to when bats are absent

Requests to exclude/remove bats

Multiple bats in a living area

Baby bat found (which could indicate likelihood of roost)

The following situations are **not** covered by the bat advice contract:

Any works requiring planning permission, or works to listed dwelling places where unknown if a bat roost.

Extensions, including small 'permitted developments' such as porches.

Loft conversions.

Conversion of uninhabited buildings into dwellings.

With additional training and the introduction of the class licensing system, volunteers may be able to take on additional cases involving minor works that cause low level disturbance to bats.

2.16 Bats in churches

Visits can be provided for churches in many situations. However, following an initial visit by a Volunteer Bat Roost Visitor, the case may need to be passed to a consultant if it falls outside the remit of the contract. The bat advice contract does not cover works that involve a number of surveys and/or involvement beyond what is normally expected of a volunteer and/or where a roost will be significantly affected and a mitigation licence will likely be required. Due to the specialist knowledge required for church visits, there may be times or places in the country where no appropriately experienced Volunteer Bat Roost Visitors are available.

Situations covered by the contract and where a visit can be made:

Nuisance situations within a church e.g. problems with droppings and urine, damage to furniture and fittings or artefacts, noise, phobias, health and safety concerns and where bats repeatedly accessing church during services.

Roofing works, flashing repairs, other minor repairs where disturbance can be avoided through timing of works and where CEF is maintained.

Pest control.

There are some situations that are not generally covered by the bat advice contract with respect to churches. In these situations an initial visit may be arranged at the discretion of the contractor if there is obvious benefit in doing so. These include:

Significant development of the church building that will affect the roost structure or conditions (likely need a licence and often also subject to planning permission).

Complex re-pointing where further surveys would be required to establish the presence/absence of bats in crevices and possible licence.

Where bats have been found during reroofing works when surveys are not possible and NE have recommended that works can only continue under full supervision of a licensed Volunteer Bat Roost Visitor.

Where bats are causing a nuisance to the extent that the church wishes to exclude them, or significantly alter the roost using a mitigation licence.

2.17 Other public buildings such as schools and hospitals, with bats, where a nuisance is reported

Nuisance problems would typically be associated with droppings and urine spotting. Please note that householder exclusion licences to deal with issues such as smell and phobia are **only** available for dwelling houses.

2.18 General points

Please note that the above lists are not exhaustive.

If at any stage it becomes apparent that the proposed works is likely to result in offences being committed, then the caller will be directed to an ecological consultant for further survey work and to consider the need for a licence.

Even if a licence is not considered necessary, there may be situations where the extent and complexity of the work proposed is beyond that which the advice service can be reasonably expected to deal with. In such situations the caller will be referred to an ecological consultant.

2.19 To manage demand, within available resource, the calls that meet the above criteria (paragraph 2.14), may need to be prioritised for visits. The following three are of most priority, with the highest first:

1. Householders with bats in properties
2. Churches, with bats, where a nuisance or minor repair works proposed/in progress
3. Other 'public owned' buildings, such as schools and hospitals, with bats, where a nuisance is identified.

Tree works in gardens and graveyards are low priority as more likely to be dealt with through a call and signposting and sometimes needs specific expertise not available through volunteers. Note: these also may need a [licence](#) before a proposed action can occur, and in such cases are not dealt with under the contract.

2.20. In **all cases** the contractor is to advise the caller that the service is staffed by experienced volunteers rather than paid staff and explain that timing of the visit will depend upon the availability of Volunteer Bat Roost Visitors. Callers are to be advised that employing a consultant might allow an earlier visit.

2.21 For visits the contractor will (see paragraph 3.27 for response times):

Co-ordinate a roost visit by the most appropriate Volunteer Bat Roost Visitor from Natural England's volunteer database. The contractor should only direct Volunteer Bat Roost Visitors to visits relating to the above criteria (paragraphs 3.16 – 3.20). It will be important to demonstrate when answering questions in section B how you will allocate visits, ensuring they are fairly attributed to volunteers based on their skills, availability and their proximity (see also section 6) to the roost site. For all calls regarding bat surveys for developments the contractor will advise the enquirer to contact the services of an ecological consultant (see contract exclusions paragraph 3.7). The contractor must not recommend any specific consultant, including themselves, as this would constitute a service conflict of interest (see question 9 in section B).

Ensure all necessary information regarding the visit is provided to the Volunteer Bat Roost Visitor, including any information regarding what works are proposed and their timing, sightings of bats or the nature of calls regarding fear/dislike of bats (including the attitude of the caller), likelihood of exclusion request and any specific health and safety information to ensure they are able to respond appropriately. Call details will be recorded onto the contractor database from which a standard electronic record sheet (Appendix A (i)) will be extracted and provided to Natural England within 5 days at the end of each quarter.

Receive a roost report from the Volunteer Bat Roost Visitor following the visit. This may be by post, fax or email, however the contractor should encourage the volunteer to send the form via email. Where necessary, the contractor should liaise with the Volunteer Bat Roost Visitor to seek clarification of the information provided on the form. An example blank roost visit report form is included in Appendix B. Any updates on format, from Natural England, will be supplied to the contractor for dissemination to the Volunteer Bat Roost Visitors. The Natural England Contract Manager will receive a copy of this report along with the advice letter.

Formulate an appropriate advice letter (based on standard templates – see Appendix B) and send this to the enquirer (electronically wherever possible). Letters should be sent in all cases where advice needs to be confirmed after the visit. In particular any advice relating to exclusions, building repairs or timber treatment. These will be signed and sent by the contractor where standard advice has been given (see example A in Appendix B). Tailor made advice, including all cases proposing licensed exclusion, will be signed by the contractor and sent to the enquirer (except for an exclusion method statement which would go to NE). These non-standard letters will be provided to Natural England on request for quality assurance purposes. It's important that case reference numbers are included in all correspondence. A customer questionnaire should be attached to the letter to assess customer satisfaction (see an example in Appendix B). See paragraph 3.25 for more guidance on process where exclusion is proposed. In all cases the contractor is to keep a copy of these letters for the life of the contract and to provide a copy (electronic wherever possible) to the relevant Volunteer Bat Roost Visitor.

Where a bat roost is found, the contractor will provide details of the bat roost (quarterly) to the NBN. The contractor will record a 2 letter, eight figure grid reference.

2.22 For all cases regarding timber treatment advice should be provided regarding the appropriate timing of works and the use of chemicals least likely to be harmful to bats. The contractor should ensure they provide this over the phone or where a visit that all Volunteer Bat Roost Visitors are aware of the requirement to provide this advice. Advice letters should include this information. A list of approved timber treatments is available from Natural England's website.

Exclusion of bats (visit suffix A)

2.23 Where exclusion of bats is proposed, all other options should first be considered. Information regarding the various options should be included in the advice letters and in the verbal advice given by Volunteer Bat Roost Visitor. For more details on the process where exclusion licensing is required see Appendix C. Contractors will need to be sensitive to the fact that not all volunteers wish to get involved in the licensing process and helping householders to exclude bats and need to take account of this when assigning visits (question 2, section B).

Potentially sensitive cases which might require Natural England input (visit suffix B)

2.24 The contractor will undertake to inform Natural England of any instance that may lead to legal action.

The Contractor must ensure that the Volunteers follow the guidance in the Batline Newsletter Edition 11 and in particular have a duty to notify us of any cases where offences are threatened / found to have been committed.

Also, the contractor will undertake to inform the local Natural England Technical Adviser of any instance that may require specialist advice.

Cases involving any sites which have a statutory designation, e.g. Sites of Scientific Interest (SSSIs), regardless of whether or not bats are a special feature of interest for which the site was notified.

Cases involving the following bat roosts:

Greater and Lesser horseshoe bats: All maternity and hibernation roosts.

Barbastelle, Bechstein's: All maternity and hibernation roosts.

Grey long eared bats

Leisler's bats: Any exceptionally large colonies with a long history of usage of a particular site.

Mixed assemblages: Significant colonies of more than one species:

All hibernacula containing:

- a) four or more species and fifty or more individuals;
- b) three species and one hundred or more individuals; or,
- c) two species and one hundred and fifty more individuals.

Where the species is unknown

Cases which are particularly difficult, sensitive or are complex because of the proposed timing and/or scale of the work affecting breeding roosts.

Cases with a long history of involvement.

Standard response times

2.25 On receiving notification, the contractor must contact the enquirer within the following timescales. These must be made clear to the enquirer:

Within 24 working hours

Building renovation/repairs affecting a bat roost where work is in progress.

Psychological stress to the owner/occupier of a dwelling as a result of the presence of bats.

Timber treatment affecting a bat roost where work is in progress.

Low priority (see prioritisation in 3.21): Tree felling operation currently in progress where bats are likely to be affected or have been discovered (Note: Possible licence requirement before works can take place which is not part of the service).

Within three working days

Timber treatment or other building renovation/repairs affecting a bat roost where work is planned but not in progress.

Low priority (see prioritisation in 3.21): Proposed tree felling operation not actually in progress where bats are likely to be affected or have been discovered. (Note: possible licence requirement before works can take place).

All information such as leaflets, advice notes or written clarification provided through calls must be sent within **three working days** of original enquiry.

Advice letters are to be forwarded electronically or by post (whichever suits enquirer) within 5 working days of visit and within **30** days of the original enquiry. Letters of complaint regarding the service must be forwarded by email to the Natural England Contract Manager on the same day as receipt and acknowledgement of receipt sent by return.

In cases that require a Volunteer Bat Roost Visitor visit but where no confirmation of visit arrangement is received from a Volunteer Bat Roost Visitor within 3 working days, the contractor will follow up the case with the Volunteer Bat Roost Visitor. If a visit has not been carried out or an appointment made, the contractor will clarify with the Volunteer Bat Roost Visitor when the visit can be carried out, and, if necessary, contact the enquirer to inform them of when they can expect a visit.

In urgent cases, which are those involving particularly distressed homeowners or situations where work has been suspended due to the discovery of bats, these should be marked as such and reported to Natural England within one working day of the call or visit.

Relationship with volunteers

2.26 The working relationship with Volunteer Bat Roost Visitors is extremely important and seen as crucial in the smooth running of the contract. It is important that helpline staff organising site visits select the most appropriate Volunteer Bat Roost Visitor in relation to the location and circumstances of call and volunteers experience. Volunteer Bat Roost Visitors need to feel they are acting on Natural England's behalf and will be supported in their advice and decisions.

2.27 The contractor will be expected to identify opportunities to train new Volunteer Bat Roost Visitor recruits to enable them to gain experience and also to provide less active volunteers, opportunities to maintain their skills through shadowing more active Volunteer Bat Roost Visitors.

2.28 Natural England is responsible for supporting the delivery of additional training for existing license holders who wish to become license trainers for new volunteers. Natural England provides

ongoing Health & Safety training for registered volunteers and distributes quarterly newsletters to keep them updated regarding H&S, bat conservation and volunteer management issues. Each delivery area has a dedicated volunteer support adviser to deal with general volunteer enquiries. This work is overseen by a national bat work volunteer lead adviser.

Insurance (see also Natural England terms and conditions)

2.29 Natural England 'self-insures' its volunteers and their activities. Accidents and incidents are dealt with on a case-by-case basis in much the same way as for paid members of Natural England staff. This means that provided volunteers have not behaved negligently, have acted in good faith and followed all guidelines or instructions provided by an authorised person, Natural England will endeavour to support them.

2.30 For any cases falling outside of these arrangements, the contractor's Public Liability insurance must cover any claims. Similarly employees must be covered by contractors insurance – full details of the contractors cover must be submitted with the tender (see section 5).

Health and safety

2.31 Volunteer Bat Roost Visitors, whilst undertaking work on behalf of Natural England, must adhere to best practice and the health and safety advice in the latest [Bat Workers Manual](#). See also Appendix D for a range of standards and some risk assessment examples. Any accidents or incidents (including damage to property, however minor) that occur whilst on Natural England business must be reported to the Natural England volunteer lead adviser immediately by the contractor; who will also ensure that the relevant Natural England accident or incident report form is submitted by the volunteer. Contractors have a responsibility in ensuring that all Health and Safety requirements are met by themselves and the volunteers and that they are aware of any changes which will be reflected through updates from Natural England.

2.32. Natural England is responsible for the general Health and Safety of all registered volunteers. This includes providing them with generic guidance and risk assessments, issuing them with personal protective equipment and delivering appropriate Health and Safety Training.

Volunteer registration, licensing, vaccination and support

2.33 Natural England will continue to [register Volunteer Bat Roost Visitors](#), providing the contractor with updated lists as appropriate. An individual's registration status, where unclear, can be checked with Natural England's Volunteer Support Advisers. It is essential that Volunteer Bat Roost Visitors are registered as Natural England Volunteers. Contractors are unable to pass roost visits on to unregistered Volunteer Bat Roost Visitors.

2.34. Natural England maintains a database of registered volunteers. Access to this is shared with the contractor, who can view records and run reports identifying volunteers holding a current licence and who have provided evidence of up-to-date rabies vaccination. Volunteers may be flagged as inactive on the database if their licence or vaccination information is not valid; or for

other reasons. It is the contractor's responsibility to ensure that they do not arrange roost visits with volunteers shown as inactive on the volunteer database, or who do not hold a current licence or up-to-date rabies vaccination.

2.35 Natural England also keeps records of the rabies vaccination status of Volunteer Bat Roost Visitors. Volunteer Bat Roost Visitors must be vigilant and ensure their own vaccinations up to date. An individual's vaccination status, where unclear, can be checked with Natural England's Volunteer Support Advisers. Contractors are unable to pass roost visits on to inappropriately vaccinated Volunteer Bat Roost Visitors (Appendix E).

2.36 Natural England will directly reimburse volunteers for expenses incurred attending roost visits carried out under the remit of the contract. Guidance for claiming these is provided when volunteers register with Natural England.

2.37 Any personal Volunteer Bat Roost Visitor information obtained by the contractor is confidential and only for use in this contract (see full details in Natural England's Terms and Conditions).

3. CONTRACT MANAGEMENT AND OUTPUTS

Contract Management

3.1 Natural England will actively manage and monitor the contract by appointing a Contract Manager who will be responsible for all aspects of the Contract and will be a central point of communication between Natural England and the Contractor. Table 2 illustrates the expected relationship between Natural England and the contractor(s). Exact details will be confirmed at contract award stage to suit both the contractor and Natural England to ensure delivery objectives can be met.

Table 2: Management roles for contractor and Natural England

Level	Natural England	Contractor
Management	Contract manager budget, standards reporting performance management Links to national volunteer co-coordinator	Contractor project manager Project management, progress and financial reporting standard setting and quality (performance) management
Delivery	Natural England staff consultation in sensitive cases, advising finance of invoice approval, volunteer training. etc.	Contract co-coordinator Day to day helpline advice and management visit co-ordination and liaison with volunteers in the lot advice and support to helpline staff and volunteers

3.2 The Contractor's project manager will be their point of communication and be authorised to speak on their behalf. The Natural England contract manager must be informed in writing of any changes in manager or their responsibilities.

In addition to the advice letters referred to in section 2 the following outputs will be provided:

Outputs

Six weekly teleconferences and one meeting following receipt of Q2 report.

Support to Natural England on training volunteers plus email/mail updates on Health & Safety, advice guidance, reminders of licensing, vaccination etc.

Quarterly (June, September) electronic progress reports for Contract Manager via e-mail, within 5 working days of end of each quarter.

3.3 Any meetings between Natural England and the Contractor will be minuted by the contractor. Dates for the above will be arranged by the Natural England Contract Manager.

3.4 A Contract Management Manual (CMM) stating what's required of the Contractor, will be set up during the contract award phase. This will include templates for reporting, data recording and financial monitoring, which will be reviewed in-year if appropriate.

4. PAYMENT SCHEDULE

4.1 Natural England will pay the successful contractor quarterly in arrears, for work done (see milestones paragraph 2.5), in accordance with the terms and conditions of Contract payment for part of a quarter will be on a pro-rata basis. A sample invoice format is included in Appendix E. There will be 3 invoices for the life of the contract.

Table 3.

Quarter	Payment date	Payment amount
Q1	First week of July	Three months pro rata (April – June) 2019
Q2	First week of October	Three months pro rata (July – September) 2019
Q3	First week of November	One month pro rata (October) 2019

Handover

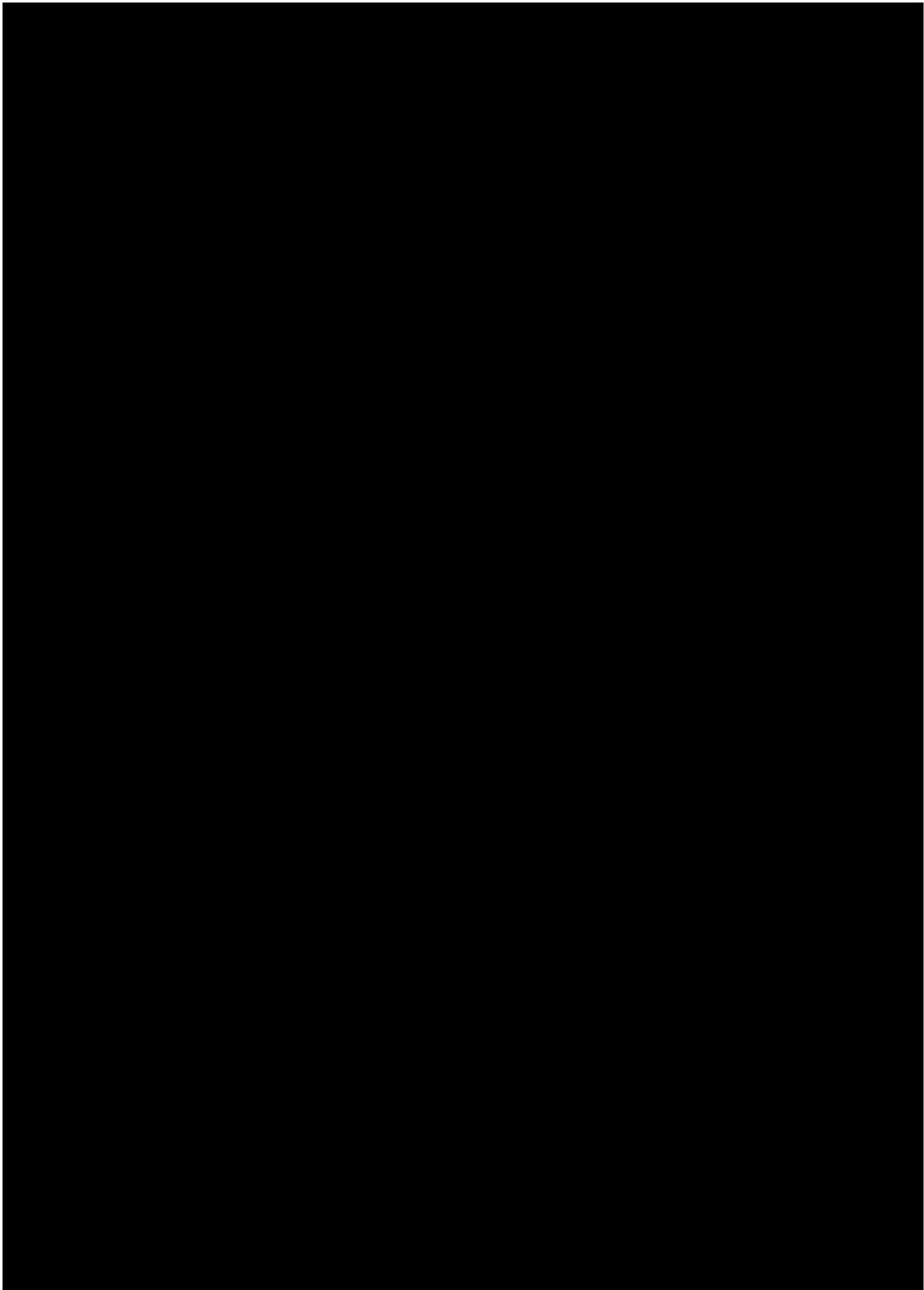
This contract will run from the 1 April to 31 October 2019. A handover period of four (4) weeks will operate at the end of the contract (in October 2019). The Contractor should also note that the Authority reserves the right to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof during the term of the contract.

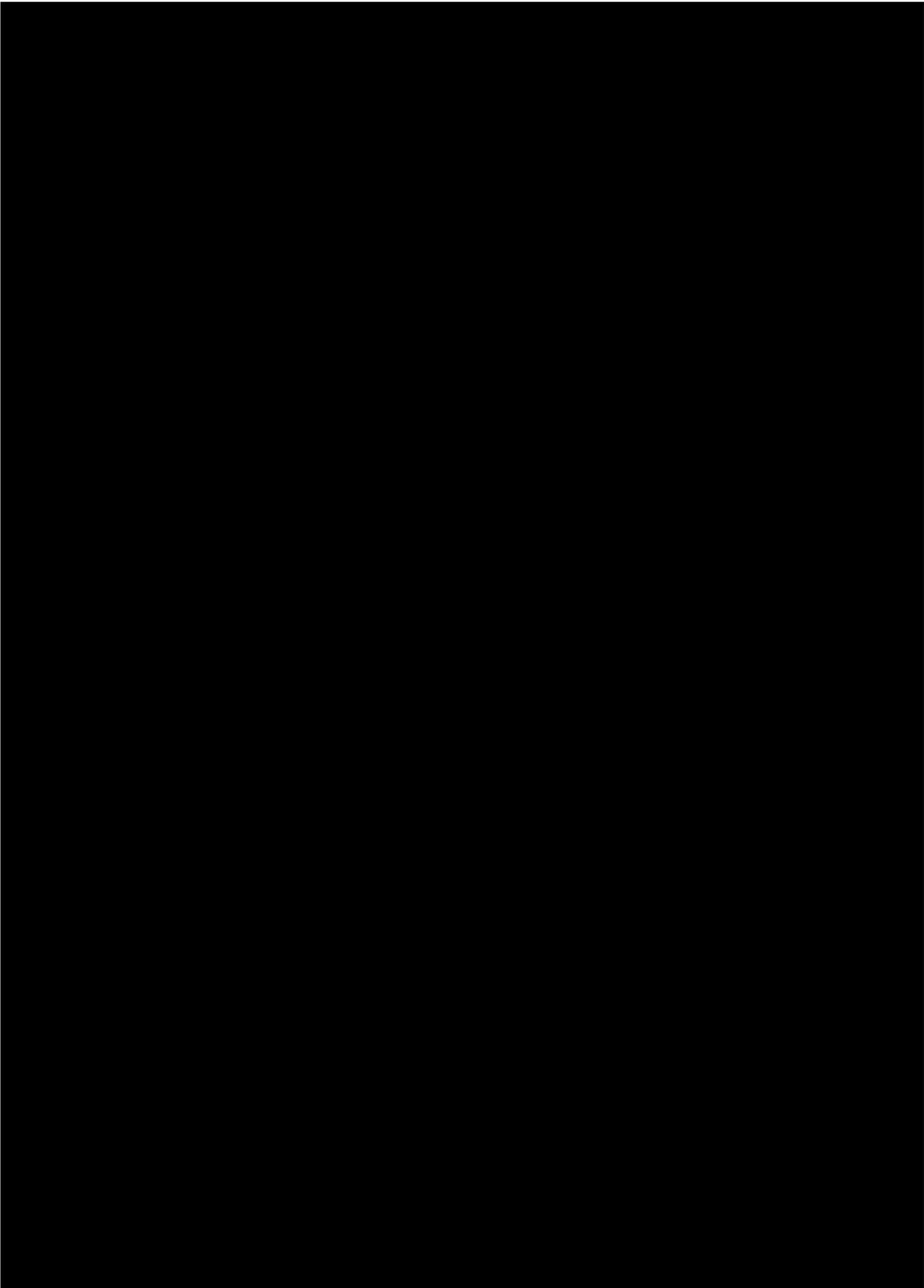
The handover period should enable the new Contractor time to familiarise themselves with the full operation of the services provided by the previous supplier. The previous supplier shall grant reasonable requests to work-shadow made by the new Contractor.

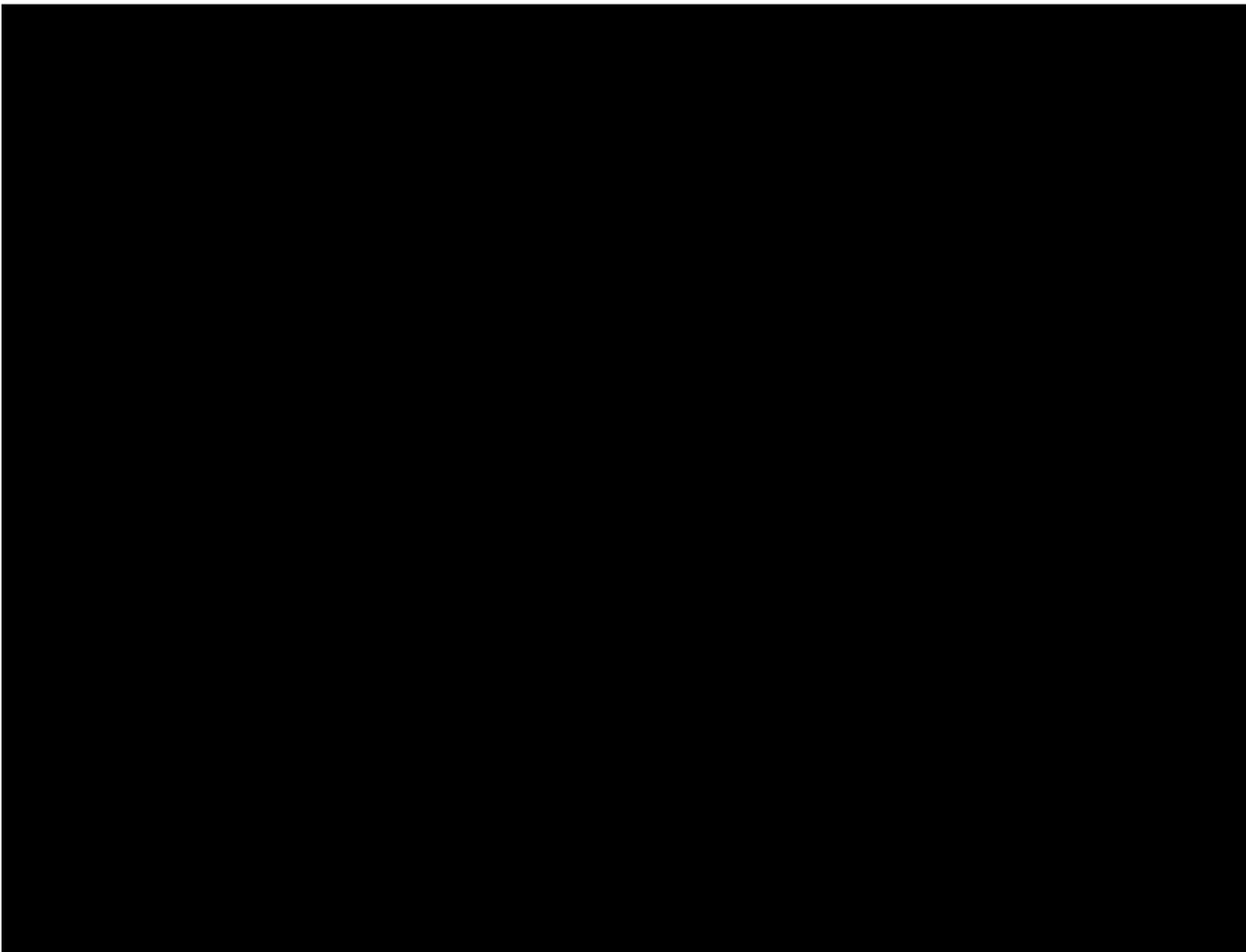
For the avoidance of doubt, no contract charges shall be payable by Natural England in respect of the handover services at the beginning or end of the contract prior to commencement/ handover of services. The incoming/outgoing Contractors will be responsible for their costs in doing this work. The incoming Contractor is required to take over full running and operation of services to meet the requirements detailed in the contract from 1 November 2019.

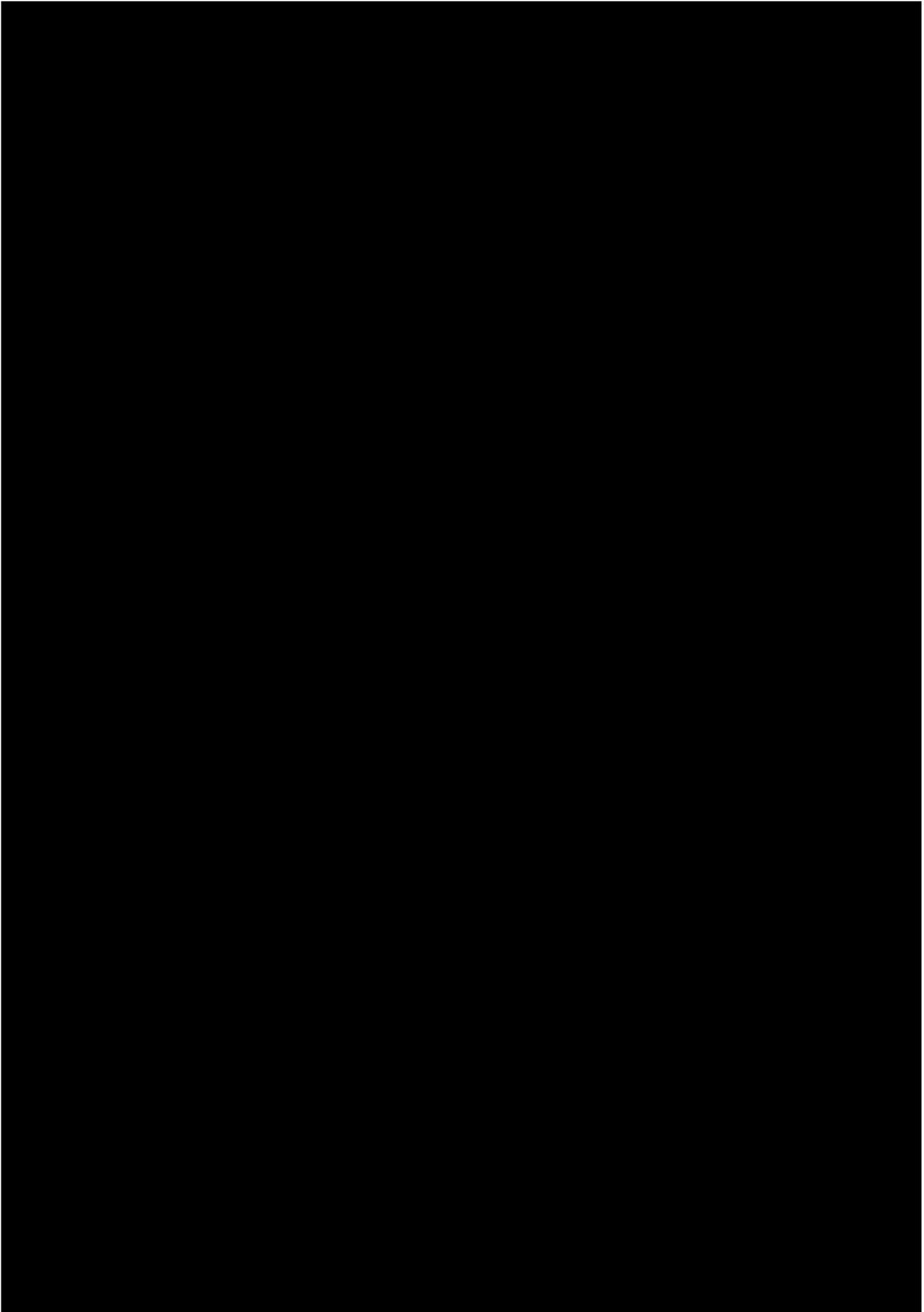
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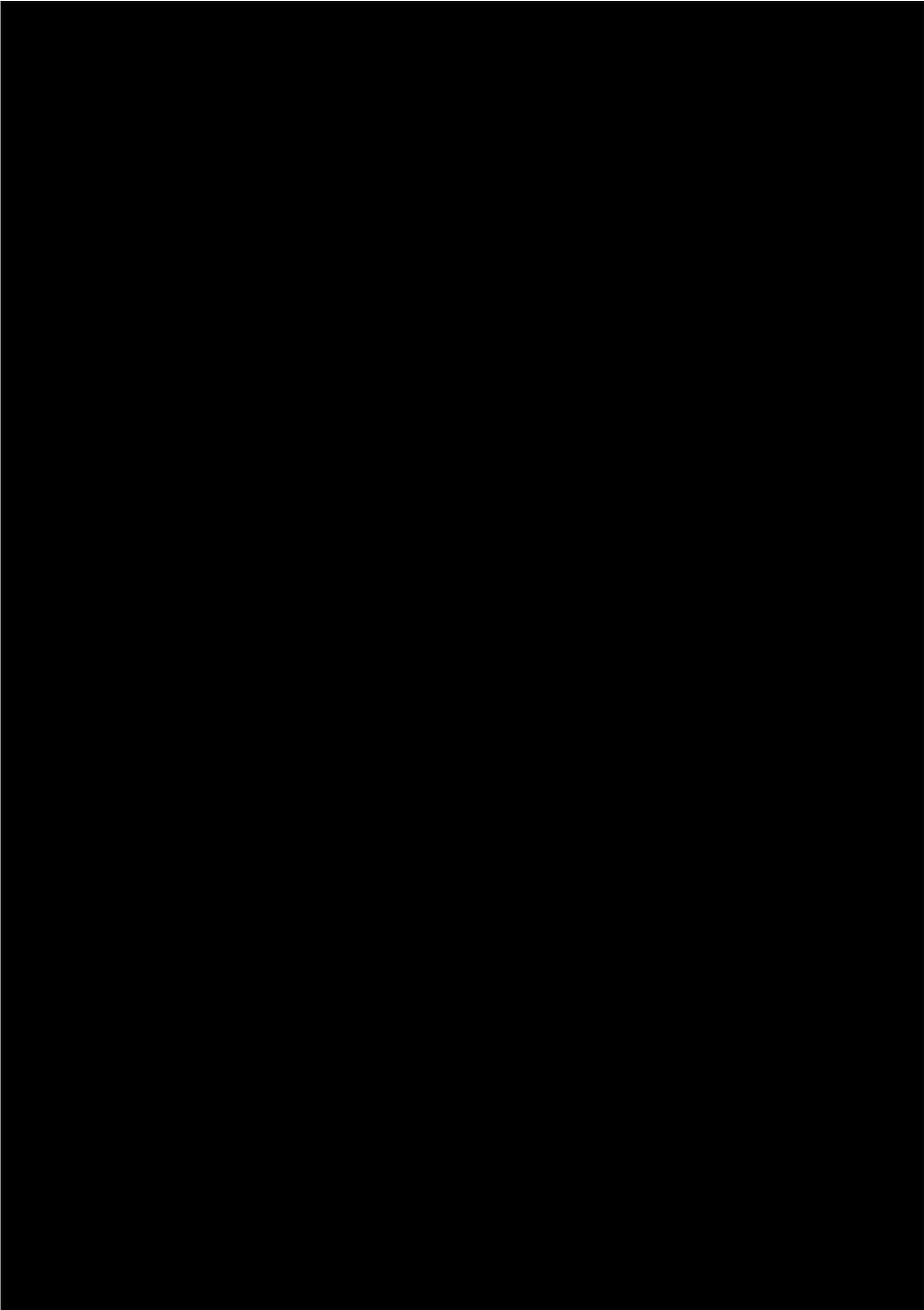
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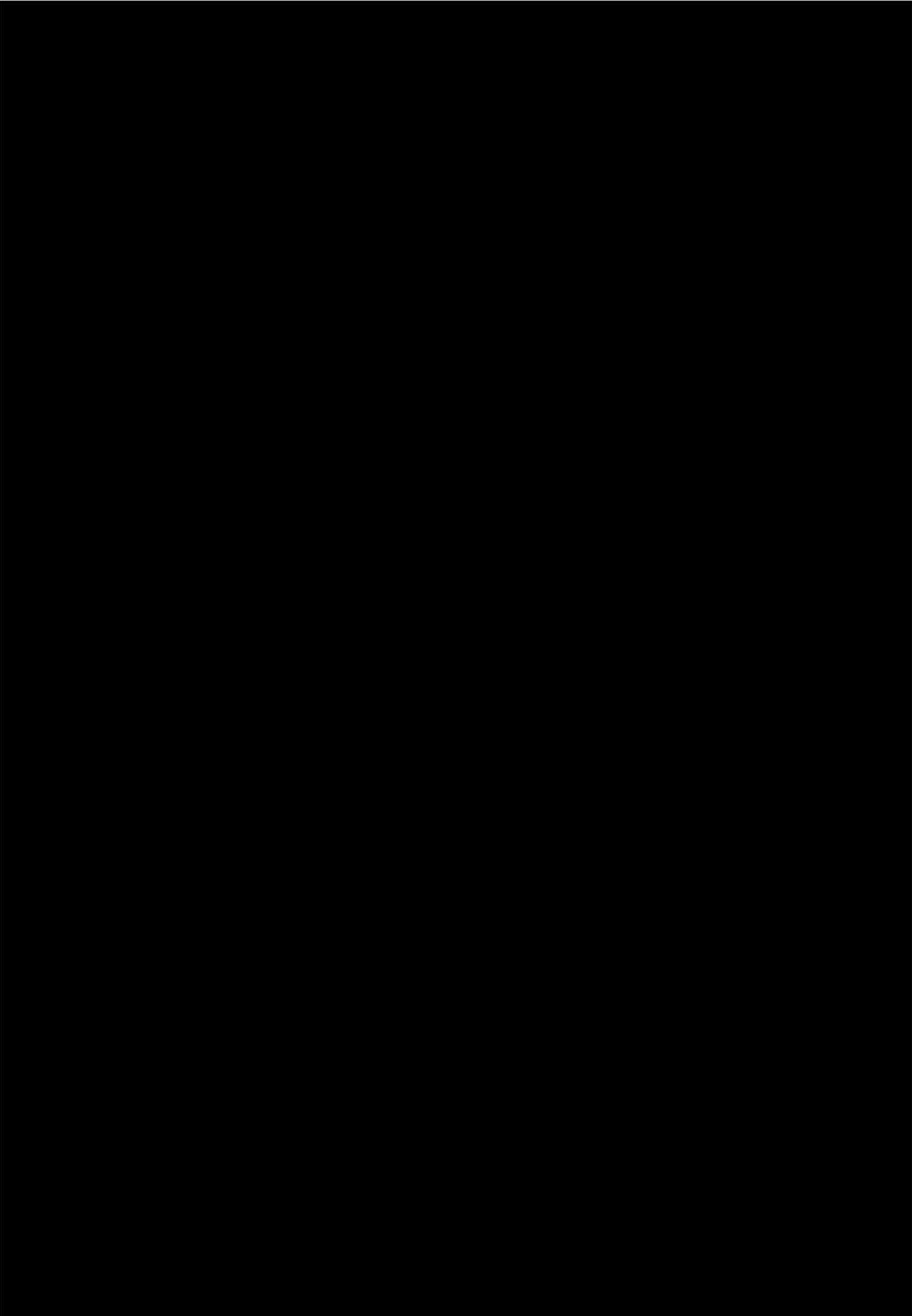


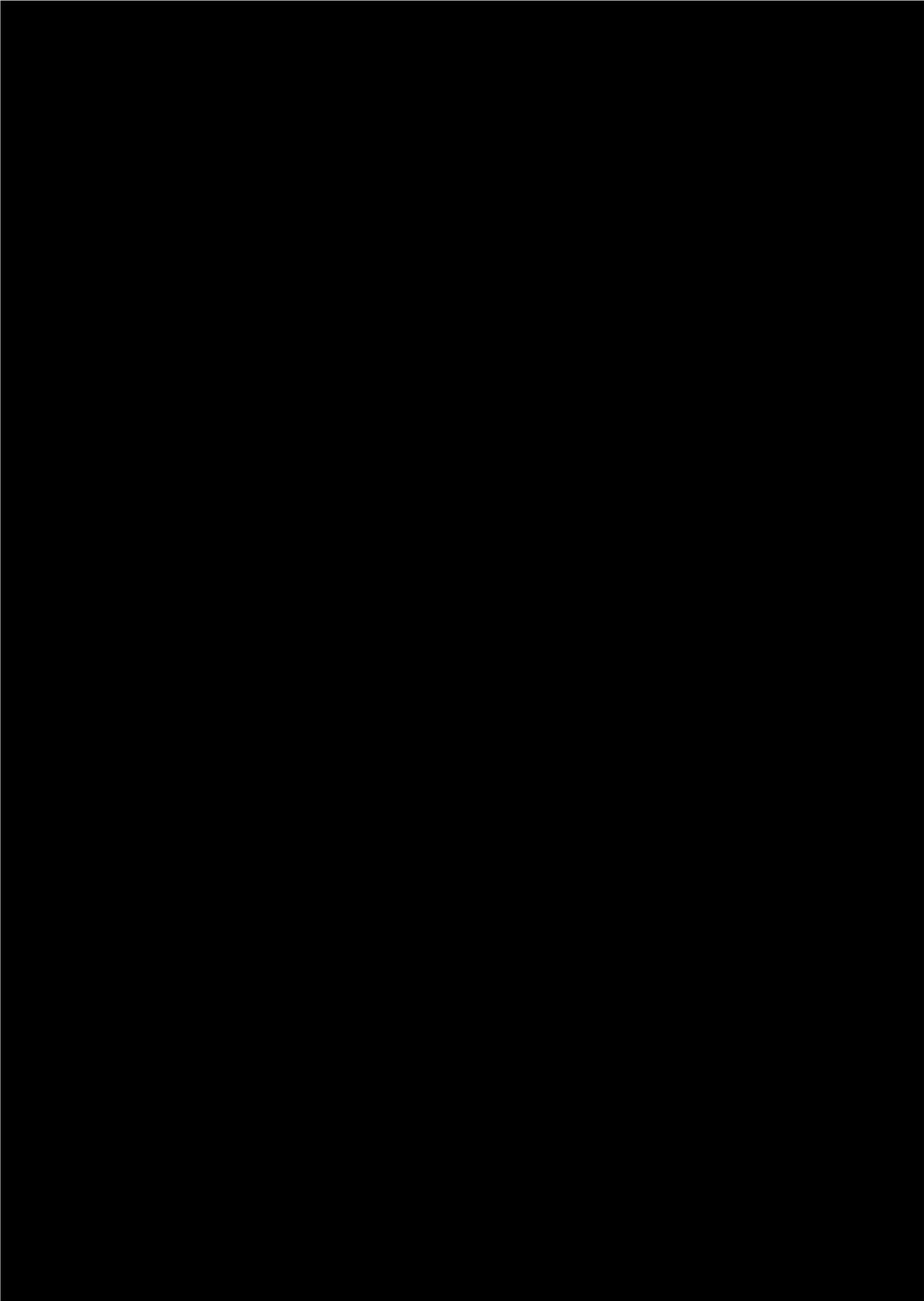


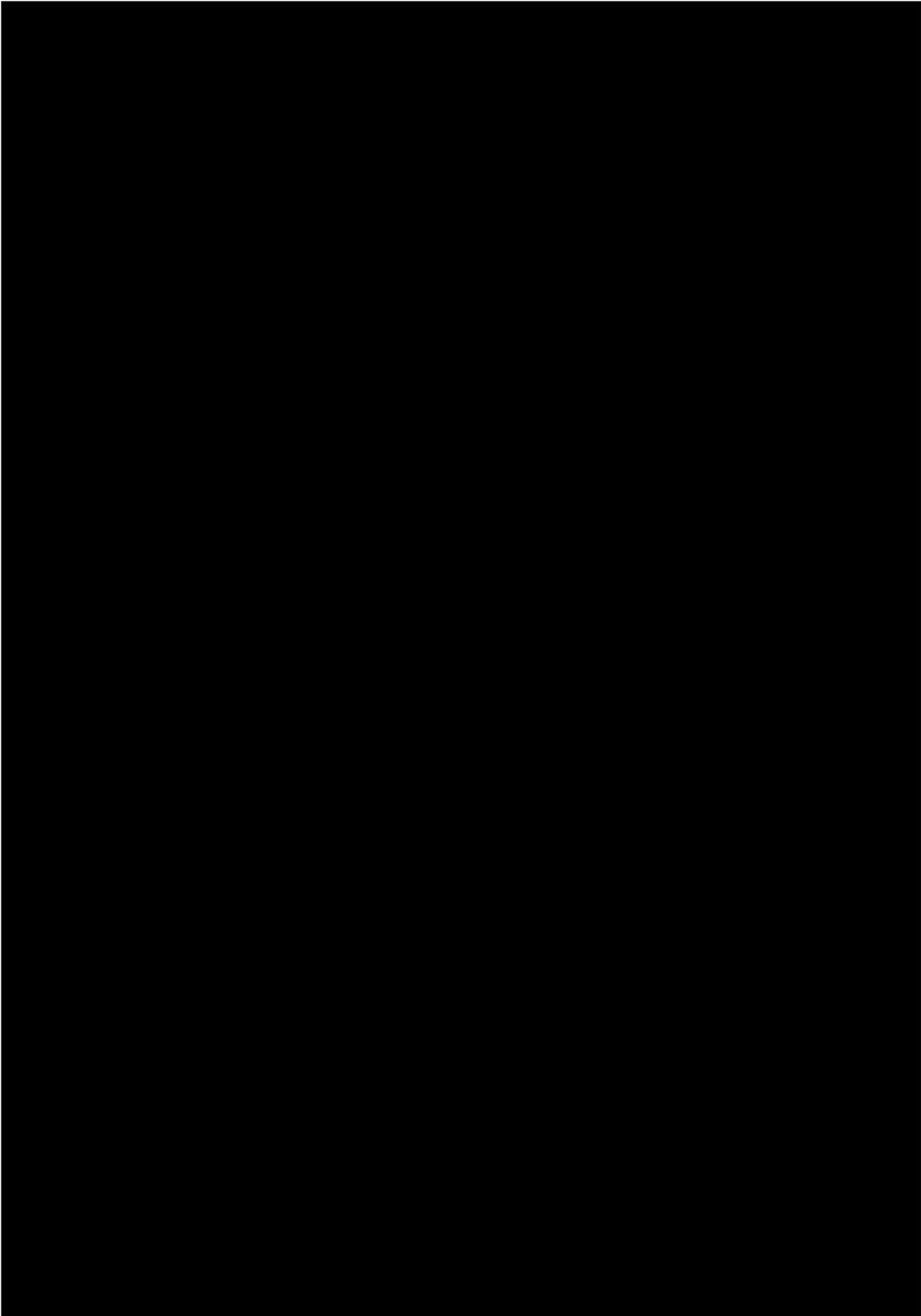


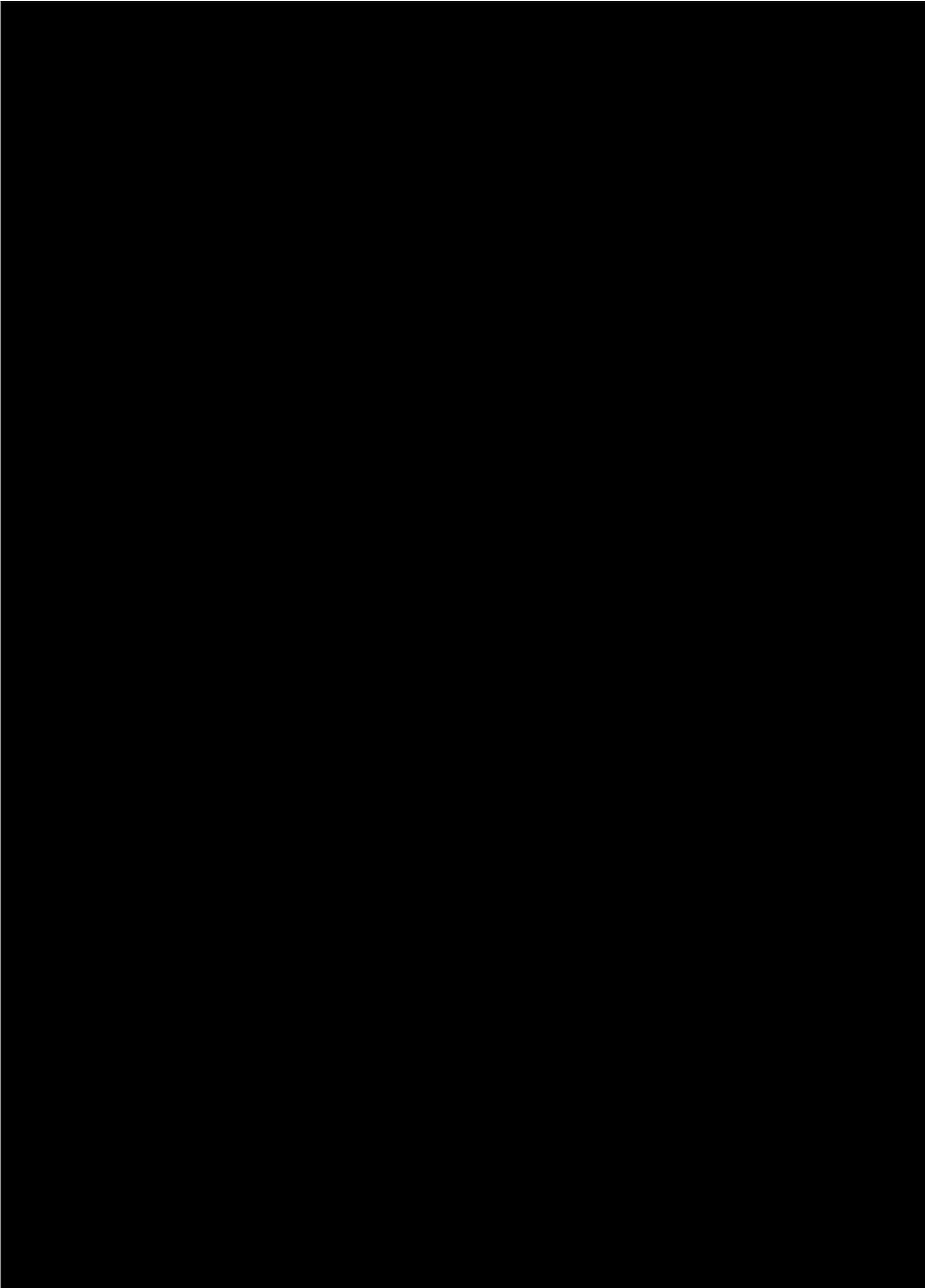


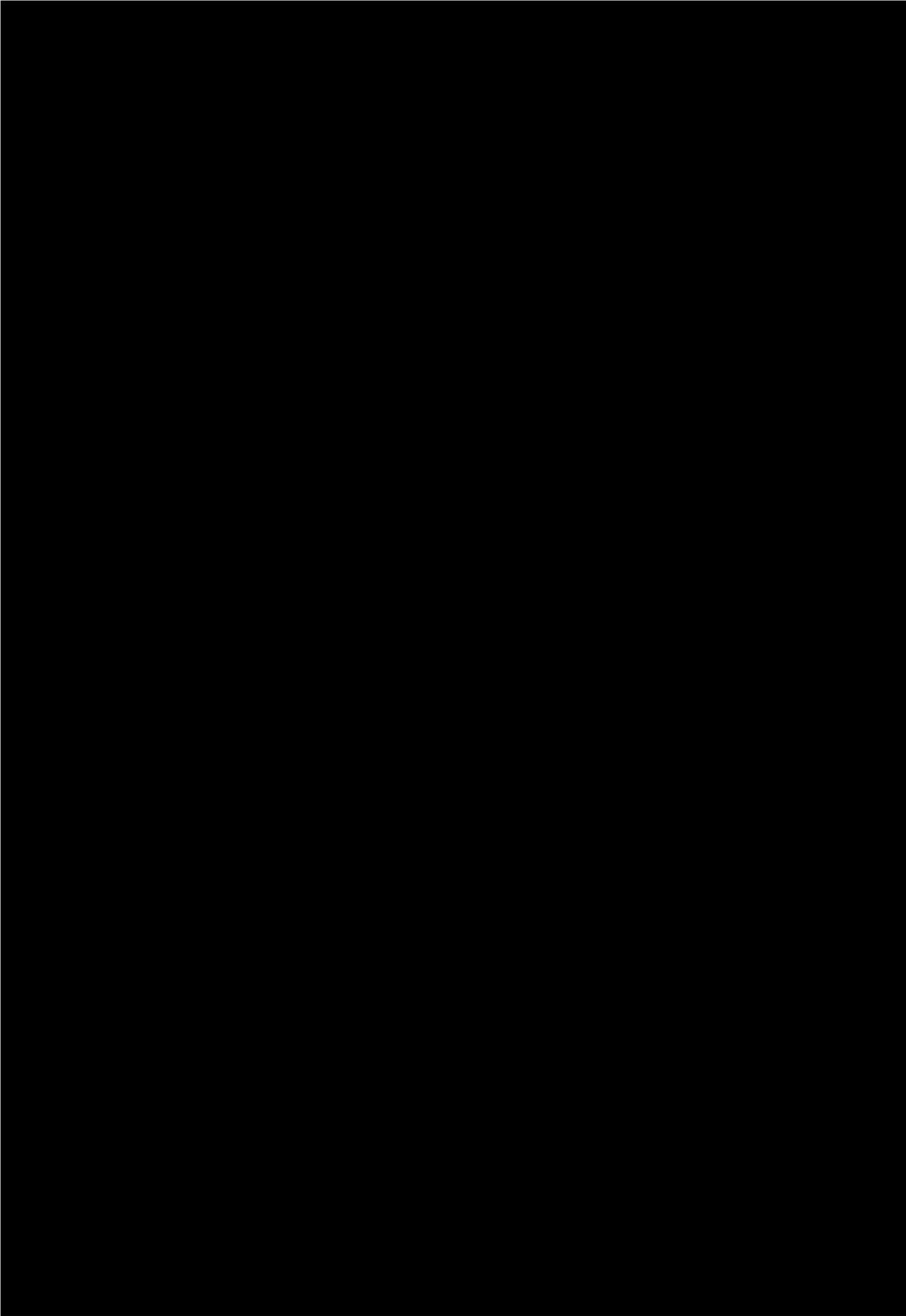


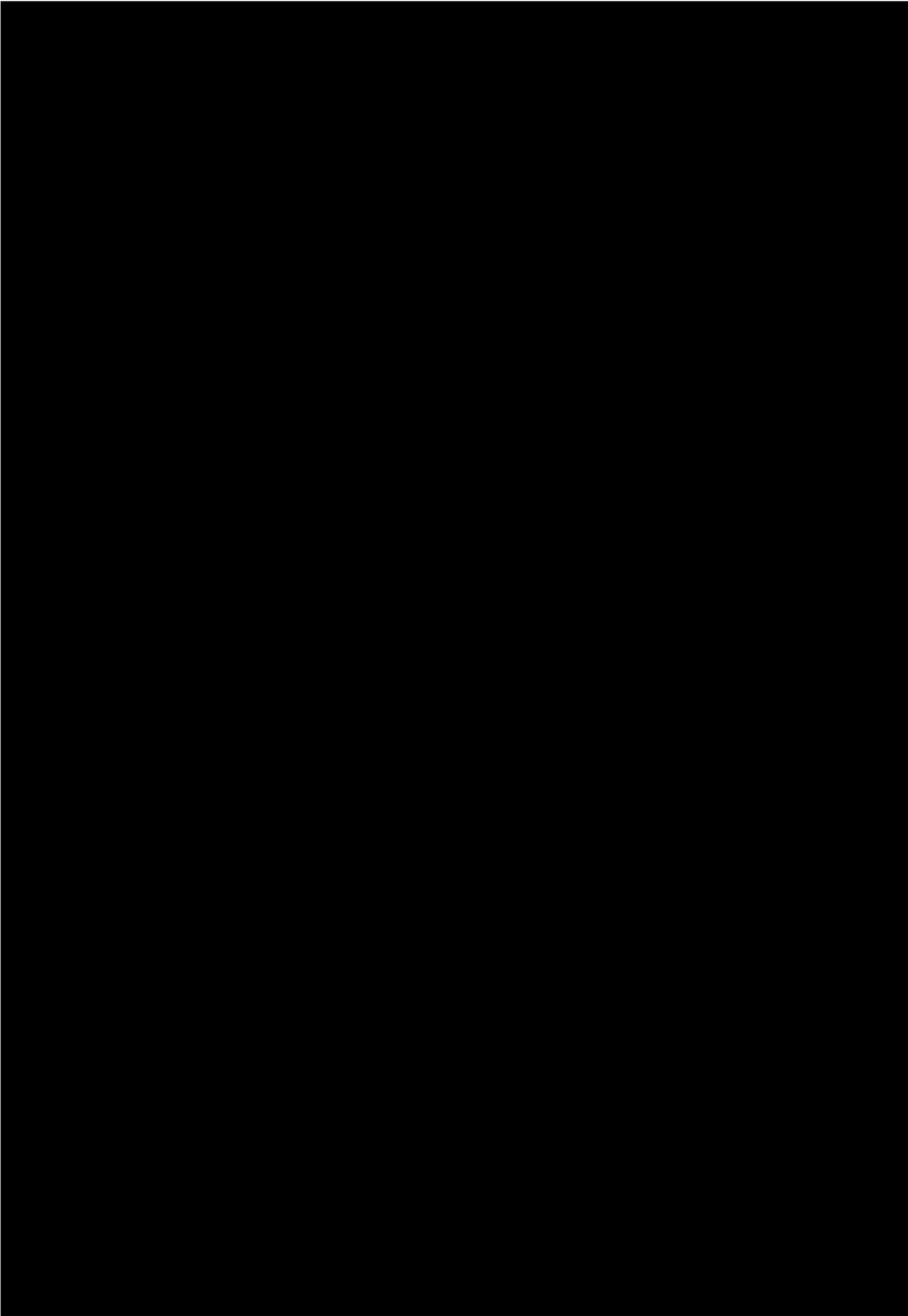


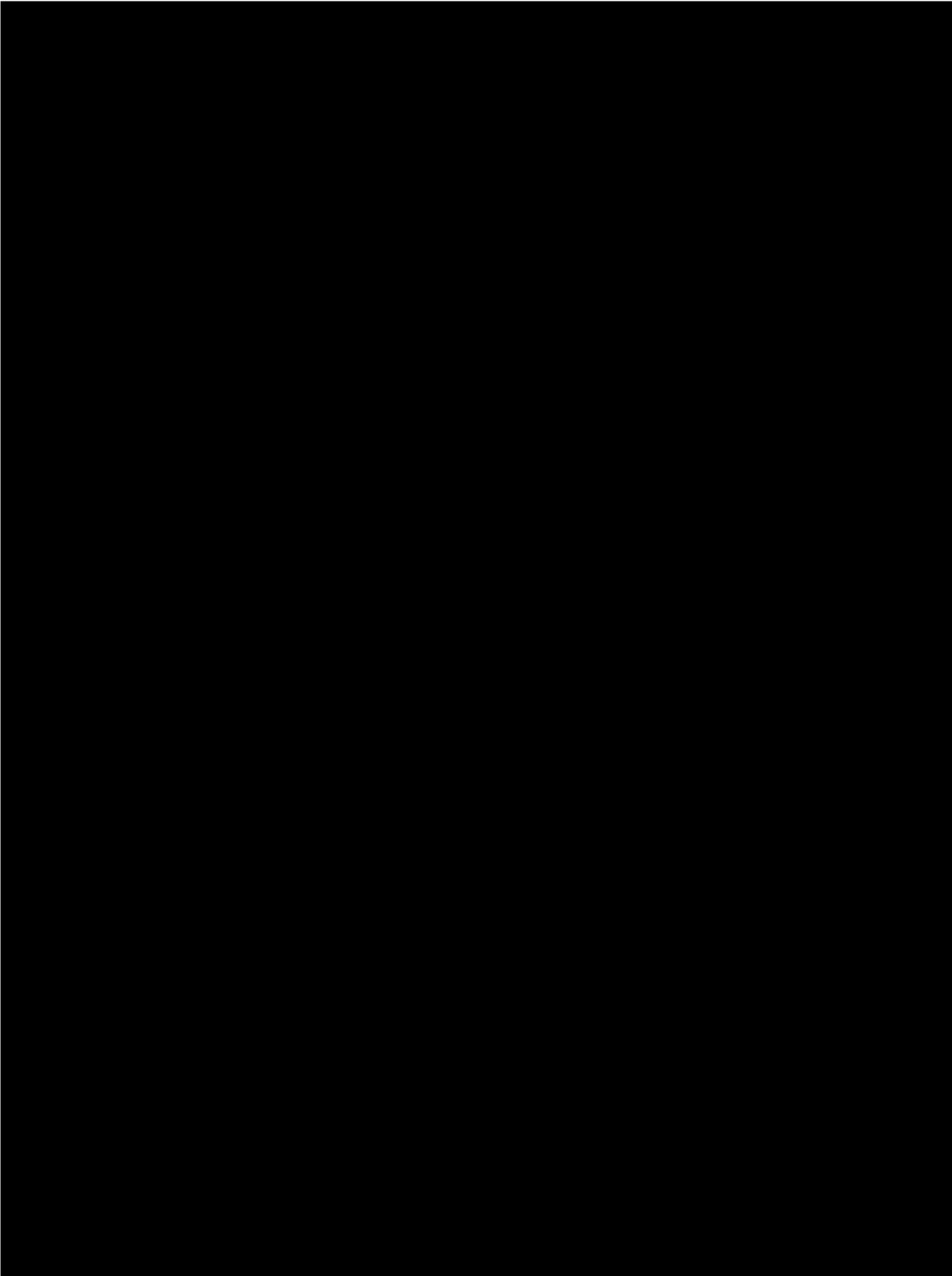


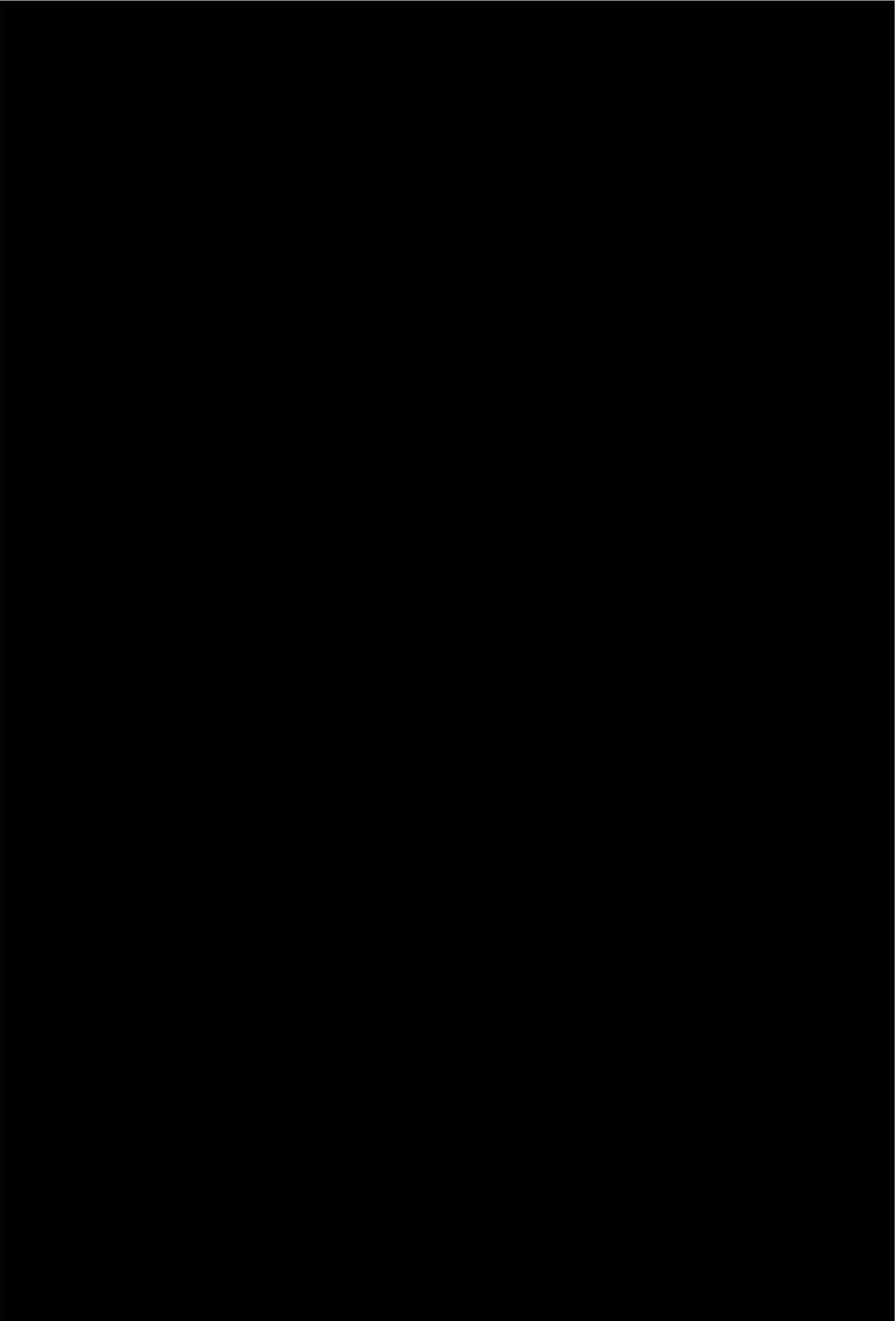


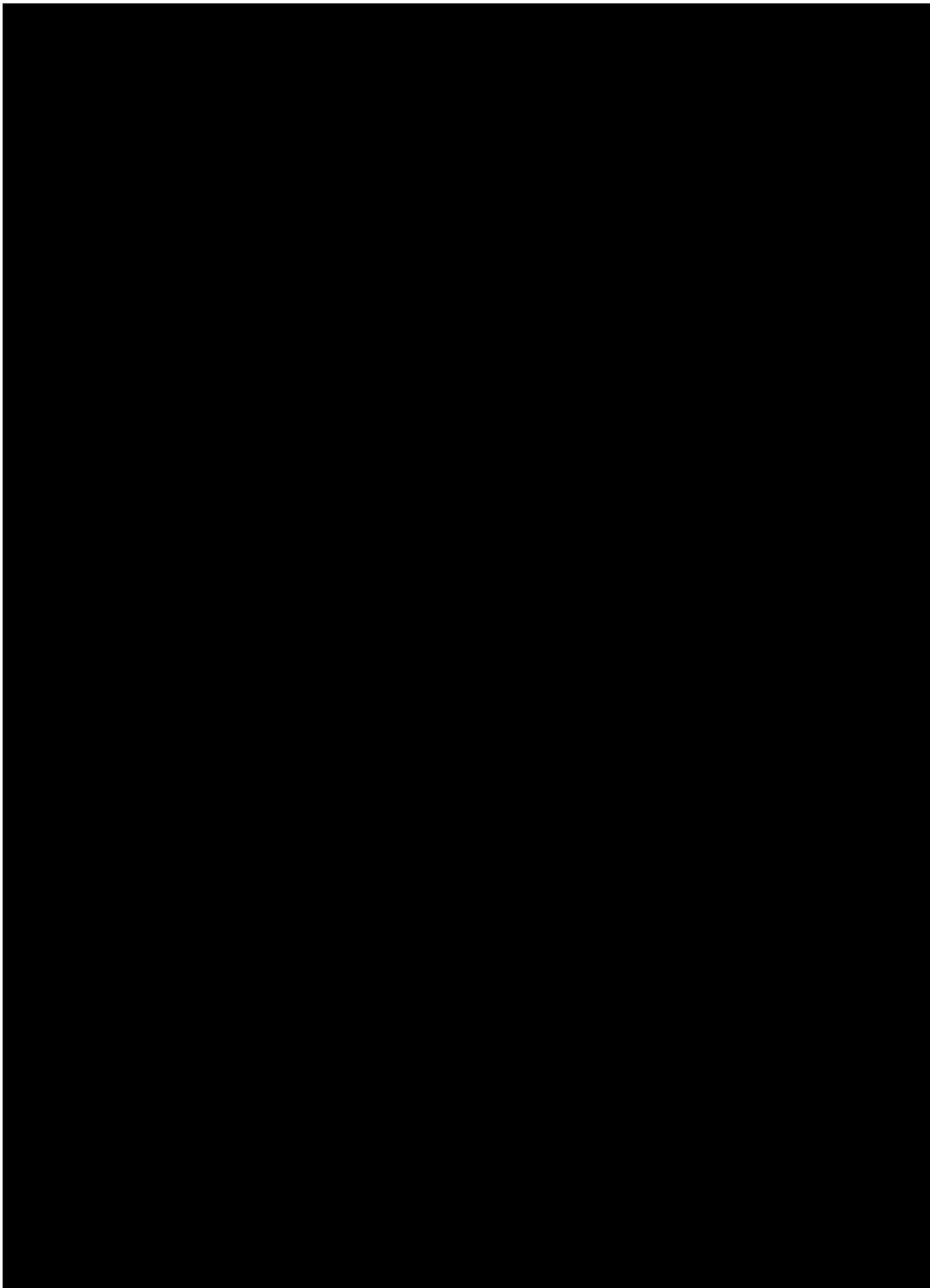


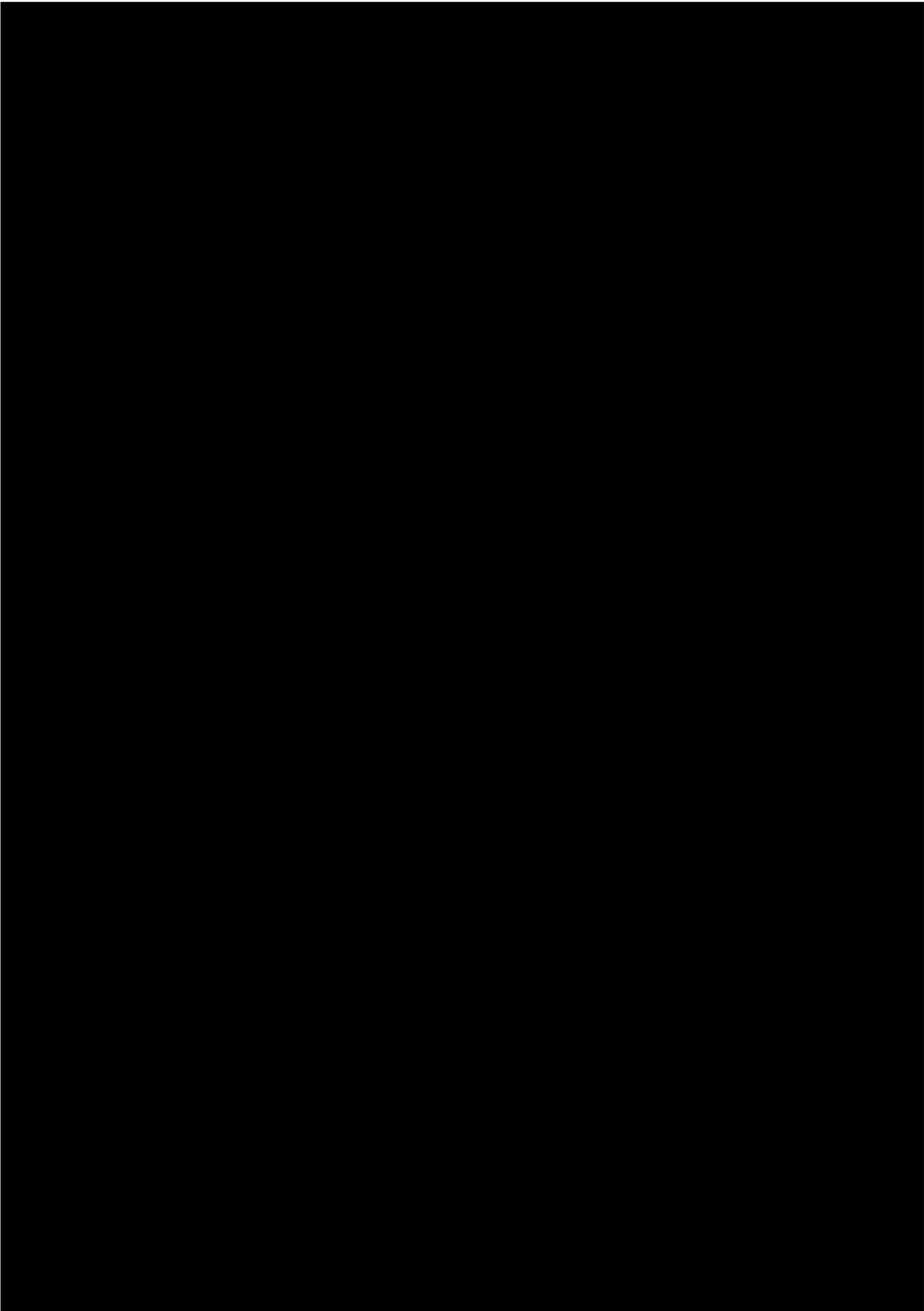
















Pricing schedule

Breakdown of Bat Helpline costs	
Total before VAT	£163,008

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:

3. The contact details of the Supplier Data Protection Officer are:

4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	Provision of the Bat Advice Service.
Duration of the processing	1 April to 31 October 2019.

