

Contract Details

This document (the **Contract Details**) sets out the key details of the **Contract** that has been agreed between the **OEP** and the **Supplier** in relation to the supply of the **Deliverables** described in these **Contract Details**.

This document should be read along with the **Core Terms** and any **Special Terms** that apply to the **Contract**, both of which form part of the **Contract**.

Words or phrases that are defined in the **Core Terms** have the same meanings when they are used in these **Contract Details**. These **Contract Details** are the **Order Form** (the phrase used in the Core Terms) for the purposes of this **Contract**.

When these **Contract Details** are signed by both **Parties**, the **Contract** between the **Parties** is created.

1. Contract reference

Contract name:	Assessment of protected wildlife sites in England and Northern Ireland
Contract number:	CRO043-01

2. The Parties to the Contract

The OEP

The Office for Environmental Protection, a Non-Departmental Public Body established under the Environment Act 2021 and having its principal office at Worcestershire County Hall, Spetchley Road, Worcester, WR5 2NP.

The **OEP's** principal contact person for this **Contract** is:

Name:	<Insert name>
Email:	<Insert email address>

Supplier

Supplier name:	<Insert Supplier's name>
Registered or principal office address:	<Insert registered address (if registered) or principal office address (if not registered)>
Registration number:	<Insert registration number (if registered)>

The **Supplier's** principal contact person for this **Contract** is:

Name:	<Insert name>
Email:	<Insert email address>

3. The Contract

The **Supplier** shall supply the **Deliverables** described below on the terms set out in these **Contract Details** and in:

- (a) the **Core Terms** (Annex 1);
- (b) the **Special Terms** (if any);
- (c) any other Annexes to these **Contract Details**; and
- (d) any other documents referenced as forming part of the **Contract**.

In the event of any conflict between these **Contract Details** and (a) or (d) above, these **Contract Details** shall prevail.

Please do not attach any **Supplier** terms and conditions to these **Contract Details** (or send them separately to the **OEP**), as they will not be accepted by the **OEP** and may delay conclusion of the **Contract**.

4. Special Terms

There are no **Special Terms** for the purposes of this **Contract**.

5. Specification

The **Specification** of the **Deliverables** is set out below:

- the **OEP's** invitation to tender or request for proposals dated 5/4/2023
- the **Supplier's** tender or proposal document dated **<Insert date>** (including any subsequent clarifications made to that tender or proposal document)

6. Contract Duration

Start Date	The date on which the contract will start <DATE>
Expiry Date	The date on which the contract will expire 31/8/2023
Extension Period	The OEP may extend the Contract Duration at its discretion in accordance with clause 9.2 of the Core Terms. The terms of the Contract shall continue to apply throughout any such extended period and the Expiry Date will be extended accordingly.

7. Charges

The **Charges** for the **Deliverables** shall be as set out below.

Charges

The **Charges** are a fixed price of **<Insert fixed price>** including VAT.

The **Charges** will be payable to the **Supplier** based on satisfactory delivery of the milestones set out in the table below.

	Milestone	Milestone Date of Delivery	Milestone payment
1	<Insert description of milestone>	<Insert delivery date>	<Insert payment amount>
2			
3			
4			
	Sub-Total (excluding VAT)		

	TOTAL (including VAT)	
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The Supplier shall deliver each milestone by the associated milestone **Date of delivery**.

The Supplier shall be entitled to invoice the **OEP** for a milestone payment stated above when the **OEP** confirms to the **Supplier** that the associated milestone has been delivered satisfactorily.

The **Supplier** shall ensure the correct VAT rate is used for each **Charge** or **Expense** being claimed.

Any charges for any additional or amended **Services** shall be agreed with the **OEP** in advance of those **Services** commencing and shall be calculated based on rates no higher than those stated in the table below:

Role	Supplier Staff	Key Personnel?	Rate (per <day>/<hour> (excluding VAT)
<Insert role of individual, or category of role title, in the delivery of the Contract>	<Insert name of individual>	<Yes or No>	<Insert rate>

The rates set out in the table above are fixed for the **Contract Duration**

Expenses

The **Charges** set out above are inclusive of all costs and expenses relating to the provision of the **Deliverables**.

[OR]

A budget is provided for agreed Reimbursable Expenses relevant to the delivery of the **Deliverables**. This budget is stated in the **Charges** table above and is the maximum that can be recharged.

The amount of any such costs or expenses must be approved in advance by the **OEP** before being incurred by the **Supplier**, otherwise the **Supplier** cannot claim the costs or expenses from the **OEP**.

Expenses shall only be recharged as incurred by the **Supplier** without any mark-up or administration fees applied by the **Supplier** or their **Sub-contractors**.

The **Supplier** shall provide such additional information and evidence as the **OEP** may request in relation to any proposed **Charges** (including, for example, copies of expense receipts).

8. Payment

All invoices must be sent to the OEP's Finance function by email to finance@theoep.org.uk

The **Supplier** must be in receipt of a valid **Purchase Order Number** before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes the following details:

- a valid **Purchase Order Number**;
- the contract name and contract number;
- the **OEP's** contact person for the **Contract**;
- a detailed breakdown of **Deliverables** which have been delivered, including the delivery date and (if applicable) identification of the **Milestone(s)** completed;
- the amount of payment requested; and
- the **Supplier's** bank account details.

Invoices that are not compliant or are missing this information will be returned to the **Supplier**, which may lead to a delay in payment.

9. Key Personnel

The **Key Personnel** are stated in the table of rates provided in section 7 (Charges) of these **Contract Details**.

The **Supplier** shall use the **Key Personnel** for the stated roles in the delivery of the **Contract**.

10. Approved Subcontractors

The **Supplier** shall use the following **Approved Subcontractors** for the stated roles in the delivery of the **Contract**:

Approved Subcontractor	Role
<Insert name, address and (if applicable) registered number of the Approved Subcontractor>	<Insert role of the Approved Subcontractor in the delivery of the Contract>

11. Staff Vetting Requirements

The **Supplier** shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the **Contract**, relevant to the work of the **OEP**, or is of a type otherwise advised by the **OEP** (each such conviction a "Relevant Conviction"), or is found by the **Supplier** to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the **Deliverables**.

Signatures

This **Contract** is signed by the **Parties** as follows:

Signed for and on behalf of the OEP

Signed: _____

Name: _____

Role title: _____

Date of signing: _____

Signed for and on behalf of the Supplier

Signed: _____

Name: _____

Role title: _____

Date of signing: _____

Annex 1 Core Terms

The **Core Terms** are on the **OEP's** website at www.theoep.org.uk/suppliers and are incorporated into this **Contract**. The version that applies is the one current at the date of the latest signature to these **Contract Details**.

Annex 2 Special Terms

This Annex is not used.

Annex 3 Specification

This Annex is not used.