Add NE Logo

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

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| --- | --- |
| 1. **Purchase Order Number**
 | To be confirmed  |
| 1. **Customer**
 | **Natural England** Lodge Hill, Dowles Brook, Bewdley, DY12 2LY |
| 1. **Contractor(s)**
 | To be confirmed  |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:**Natural England**  |
| 1. **The Agreement**
 | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**☒**Services Only:**☐**Good and Services:**☐ |
| **Goods** | We are looking to purchase a PTO driven Forestry mulcher to fit a Valtra N135 max HP 145 with the following specifications* 2m mulching width
* Must be able to cut scrub up to 300mm
* Dual side belt transmission
* Centrifugal clutch
* Hydraulic operated guard frame
* Hydraulic operated hood.
* Cat 2 linkage
* 1000 rpm gearbox with freewheel
* Front and rear protection with chains
* Fixed hammer with Mono TIP V-Lock
* Max weight of 1600kg
* Reinforced skids, adjustable in height
* Hydraulic top link
* PTO alignment system, (allowing PTO shaft alignment whilst operating toplink)
* PTO shaft
* Fitting of alignment system

The Goods are to be Delivered in accordance with the following instructions:Delivery Address: *Lodge Hill, Dowles Brook, Bewdley, DY12 2LY* ///ESSAY.CLUBBING.WATCHES |
| **Services** | **None**. |
| 1. **Start Date**
 |  |
| 1. **Expiry Date**
 |  |
| 1. **Charges**
 |  The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | [A sum equal to £5,000,000]. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Tom SimpsonTom.simpson@naturalengland.org.uk01299 400686or, in their absence, Alice JamesAlice.james@naturalengland.org.uk 01299 400686 |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be  |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option **B(Default Option)** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. |
| 1. **Progress Meetings and Progress Reports**
 | Not applicable |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Natural England,Tom SimpsonLodge Hill, Dowles Brook, Bewdley, Worcestershire, DY12 2LYAttention: Wyre Forest National Nature ReserveSenior Reserve Manager. Email: tom.simpson@naturalengland.org.uk | Attention:Email: |
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| 1. **Key Personnel of the Contractor**
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| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement: ***[add/amend/delete as necessary]***[The Customer’s Staff Vetting Procedures are: n/a – providing equipment only for this job[The Customer’s security / data security requirements are: [[Attached]](https://defra.sharepoint.com/%3Aw%3A/t/Team460/EWA-YRNKHLFKjVtsP0PieuEBMe1WUC-aVCADbu_FvNpLvQ)[The Customer’s additional sustainability requirements are: [[Attached]](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf)[The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [[attached](https://defra.sharepoint.com/sites/NEIntranet/SitePages/Equality%2C-diversity-and-inclusion.aspx)] [The Customer’s health and safety policy is: [[Attached]](https://defra.sharepoint.com/sites/NEIntranet/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FNEIntranet%2FShared%20Documents%2Fpolicy%2Dhs%2Epdf&parent=%2Fsites%2FNEIntranet%2FShared%20Documents&p=true&ga=1)   |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
 | N/A |
| 1. **Further Data Protection Provisions**
 | The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:**Yes:☐****No:☒** |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**  |
| Name:  | Name: |
| Date: | Date:  |
| Signature:  | Signature:  |

**Appendix 1: Terms and Conditions**

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

**Appendix 2: Specification/Description**

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

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