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

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| 1. **Purchase Order Number**
 | To be confirmed |
| 1. **Customer**
 | Alan McVittie, on behalf of Natural England, Kilmeston Barn, Warnford, Hants, SO32 3LJ |
| 1. **Contractor(s)**
 | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered)* |
| 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:**[x] **Services Only:**[ ] **Good and Services:**[ ]  |
| **Goods** | To supply a 60m x 1.0m recycled plastic boardwalk consisting of: - 1.0m x 100 x 100mm recycled plastic posts, flat ends - 1.0m x 100 x 50mm recycled plastic bearers - 3.0m x 100 x 50mm recycled plastic joists - 3.0m x 50 x 50mm recycled plastic edging rails - 1000mm x 150 x 38mm recycled plastic deck boards, grooved surface - Fixings to include galvanised coach bolts, nuts, washers and structural timber screws- Materials should be manufactured from recycled plastic and be recyclable at end of life.- Boardwalk to carry pedestrians - evidence of load testing to be provided in the quote.- Information on composition of boardwalk material to be provided in the quote.- Evidence to be provided on history of supplying these materials.- Drawings to be provided to facilitate construction of boardwalk.The Goods are to be Delivered in accordance with the following instructions:Delivery Address: Natural England, St. Leonards Barn, Beaulieu, Brockenhurst, SO42 7XFDate of Delivery: 30-01-25Packaging Instructions: See sustainability section 18.Additional Delivery Instructions: **Delivery between 9am and 4pm**Warranty Period:12 months from Delivery] |
| **Services** | None |
| 1. **Start Date**
 |  |
| 1. **Expiry Date**
 |  |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made to 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 Alan McVittieTel: 07970 194153Email: alan.mcvittie@naturalengland.org.uk or, in their absence, Vicki CrossTel: 07766 924746Email: vicki.cross@naturalengland.org.uk |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Default Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement. |
| 1. **Progress Meetings and Progress Reports**
 | Not applicable |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Alan McVittieNatural England, Kilmeston BarnWarnford, Hants, SO32 3LJEmail: alan.mcvittie@naturalengland.org.uk | [**insert *nameand address of Contractor*]**Email: [**insert *email address***] |
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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:The Customer’s additional sustainability requirements: Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainability approach in keeping with the 25 year environmental plan / our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting a supplier whose operational outputs run contrary to the Contracting Authority’s objectives. The successful contractor will need to approach the project with a focus on the entire life. cycle of the project.The Customer Health & Safety Policy is: provided on request |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
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| 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:**[x]  |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

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

**Appendix 2: Specification/Description**

To supply a 60m x 1.0m recycled plastic boardwalk consisting of:

 - 1.0m x 100 x 100mm recycled plastic posts, flat ends

 - 1.0m x 100 x 50mm recycled plastic bearers

 - 3.0m x 100 x 50mm recycled plastic joists

 - 3.0m x 50 x 50mm recycled plastic edging rails

 - 1000mm x 150 x 38mm recycled plastic deck boards, grooved surface

 - Fixings to include galvanised coach bolts, nuts, washers and structural timber screws

- Materials should be manufactured from recycled plastic and be recyclable at end of life.

- Boardwalk to carry pedestrians - evidence of load testing to be provided in the quote.

- Information on composition of boardwalk material to be provided in the quote.

- Evidence to be provided on history of supplying these materials.

- Drawings to be provided to facilitate construction of boardwalk.

Delivery to Natural England, St Leonards Barn, Beaulieu, Brockenhurst, SO42 7XF

**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 |  |