Add NE Logo

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

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| 1. **Purchase Order Number**
 | TBC |
| 1. **Customer**
 | Natural England |
| 1. **Contractor(s)**
 | TBC |
| 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:**[x] **Good and Services:**[ ]  |
| **Goods** | None |
| **Services** | See Appendix 2Date(s) of Delivery: 12/05/2025 to 12/09/2025 to be performed on weekdays excluding public holidays |
| 1. **Start Date**
 | *12/05/2025* |
| 1. **Expiry Date**
 | *12/09/2025* |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out [below ***[insert details]*** / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made to the supplier in pounds via a purchase order using the details provided by the supplier on the 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 Owen Morris] or, in their absence, Martin Evans |
| 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 Option **[B]** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.***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**
 | The Contractor shall provide the Customer with progress reports every 7 days |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Natural EnglandHawthorn HouseParsley HayBuxtonSK17 0DGAttention: Owen MorrisEmail: owen.morris@naturalengaland.org.uk | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]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**
 | *The contractor will need to provide risk assessments for the work to be delivered, taking note of the remote location of the work and the potentially hazardous nature of Ash woodland.**All personnel that are delivering the work on site will be required to hold a valid first aid at work qualification.*  |
| 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:**[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**

**Background to Natural England**

The Authority is Natural England. The Authority’s priorities are to secure a healthy natural environment; a sustainable, low-carbon economy; a thriving farming sector and a sustainable, healthy and secure food supply. Further information about the Authority can be found at: <http://www.naturalengland.org.uk/>

**Background to the specific work area relevant to this purchase**

LIFE in the Ravines (Ref: LIFE19/NAT/UK/000147)

The five-year LIFE in the Ravines project is an exciting partnership undertaking, centred within the ravine woodlands of the Peak District Dales Special Area of Conservation (SAC). This pioneering project has received funding from the European Union’s LIFE Programme, to restore these ravine woodlands and mitigate the effects of ash dieback (ADB). Led by Natural England, the UK Government’s adviser for the natural environment in England, the project partnership comprises of Chatsworth Estate, Derbyshire Wildlife Trust, Staffordshire Wildlife Trust, the National Trust and the Peak District National Park Authority.

**Requirement**

To achieve the objective of re-establishing a healthy high forest canopy, the project requires the assistance of suitably skilled operatives to undertake the maintenance and aftercare of previously planted tree saplings in *Tilio-acerion* ravine woodlands.  The work will be carried out on the Derbyshire Wildlife Trust nature reserves of Millers Dale, Chee Dale and Cramside.  The trees to be maintained have been planted in 0.25 ha hexagonal coupes and stocked at a density of 1280 stems per hectare (320 per coupe).  Most tree species are protected with 1.5m shelters, supported by 1.6m stakes.  Shrub species are protected with 0.6m shelters supported by 0.7m stakes.

The supplier will undertake tree maintenance and aftercare in 32.5 coupes, using this 8-step methodology:

1. Replace any tree stakes that are rotten or broken.

2. Ensure all stakes (whether in situ or replacements) are installed to the specified standard

3. Replace any broken tree shelters and zip ties.

4. Weed and remove any competing vegetation growing within shelters and the surrounding 0.5m radius of the tubes, including removal of bramble roots.

5. Ensure trees are growing upright within shelters and not branching out from ventilation holes.

6. Replace any dead trees, predominantly with *Tilia cordata*.  Replacement trees will be provided by Natural England.

7. Plant any required replacement trees to acceptable NE standard.

8. Record the trees, stakes and tubes replaced, as well as days of work completed.

The *successful contractor will need to supply their own tools.  The authority will supply all replacement trees, tree stakes, tree shelters, site maps and Point of Work Risk Assessments (POWRA).*

**Appendix 3: Charges**

[***Guidance note: Include a clear breakdown of the charges in as much detail as necessary***]

**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 |  |