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 |
| 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:**[x] **Services Only:**[ ] **Good and Services:**[ ]  |
| **Goods** | The Goods are to be Delivered in accordance with the following instructions:*Delivery Address: Hawthorn House, Parsley Hay, Buxton, Derbyshure, SK17 0DG**Date of Delivery: 4x bi-monthly deliveries: September 2024, November 2024, January 2025, March 2025**Packaging Instructions: Saplings are to be appropriately packaged for safe delivery in good condition for planting.*Delivery Address: *Gamelea Farm, Rodknoll Lane, Eastmoor, Chesterfield, S42 7DB*Date of Delivery: *7x monthly deliveries: September 2024, October 2024, November 2024, December 2024, January 2025, February 2025, March 2025*Packaging Instructions: *Saplings are to be appropriately packaged for safe delivery in good condition for planting.*Delivery Address: *Derbyshire Dales NNR Office, Unit 10, Arden House, Deepdale Business Park, Bakewell, Derbyshire, DE45 1GT*Date of Delivery: *4x bi-monthly deliveries: September 2024, November 2024, January 2025, March 2025*Packaging Instructions: *Saplings are to be appropriately packaged for safe delivery in good condition for planting.* |
| **Services** | None.  |
| 1. **Start Date**
 | *02/09/2024* |
| 1. **Expiry Date**
 | *28/03/2025* |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out as in the Commercial Response. Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made within 28 days of receipt of invoices. Invoices for goods delivered should be issued within one month of each delivery, via email, to Kathryn.cox@naturalengland.org.uk. Invoices should cite a valid PO number and the reference: LIFE19/NAT/UK/000147. |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | A sum up to £5,000,000. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be Mark Young – mark.young@naturalengland.org.uk or, in their absence, Kathryn Cox – Kathryn.cox@naturalengland.org.uk  |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be To be confirmed or, in their absence, To be confirmed |
| 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. |
| 1. **Progress Meetings and Progress Reports**
 | Not applicable |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Natural EnglandAttention: Mark YoungEmail: mark.young@naturalengland.org.uk | To be confirmedAttention: **[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:** |
|  |  |  |
| ***[Guidance note: List names of any Contractor Key Personnel required to deliver the Agreement, and their contact details – see clause 6 of the terms and conditions for further details]***  |
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| 1. **Procedures and Policies**
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| 1. **Special Terms**
 | Not applicable. |
| 1. **Additional Insurance**
 | Not applicable. |
| 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 be confirmed.

**Appendix 3: Charges**

To be confirmed.

**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 |  |