

Natural England

Guide to Procurement

Use of sustainable and legal timber

Model Contract Condition - Timber and wood-derived products

Version: 1.0

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Model Contract Condition - Timber and wood-derived products

1. Requirements for Timber

1.1. All Timber and wood-derived products supplied or used by the Contractor in performance of the Contract (including all Timber and wood-derived products supplied or used by sub-contractors) shall comply with the Contract Specification.

1.2. In addition to the requirements of clause 1.1 above, all Timber and wood-derived products supplied or used by the Contractor in performance of the Contract (including all Timber and wood-derived products supplied or used by sub-contractors) shall originate from a forest source where management of the forest has full regard for:

- Identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;
- Mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and
- Safeguarding the basic labour rights and health and safety of forest workers.

2. Requirements for Proof of Timber Origin

2.1 If requested by Natural England, and not already provided at the quotation/tender evaluation stage, the Contractor shall provide to Natural England evidence that the Timber and wood-derived products supplied or used in the performance of the Contract complies with the requirements of the Contract Specification. If requested by Natural England the Contractor shall provide to Natural England evidence that the Timber and wood-derived products supplied or used in the performance of the Contract complies with the requirements of the social criteria defined in section 1.2 above.

2.2 Natural England reserves the right at any time during the execution of the Contract and for a period of 6 years from final delivery under the Contract to require the Contractor to produce the evidence required for Natural England's inspection within 14 days of Natural England's written request.

2.3 The Contractor shall maintain records of all Timber and wood derived products delivered to and accepted by Natural England. Such information shall be made available to Natural England if requested, for a period of 6 years from final delivery under the Contract.

3. Independent Verification

3.1. Natural England reserves the right to decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-licence or equivalent, and is adequate to satisfy Natural England that the Timber and wood-derived product complies with the Contract Specification. Natural England reserves the right to decide whether the evidence submitted to it is adequate to satisfy Natural England that the Timber and wood-derived products complies with the requirements of the social criteria defined in section 1.2 above. In the event that Natural England is not satisfied, the Contractor shall commission and meet the costs of an "independent verification" and resulting report that will (a) verify the forest source of the timber or wood and (b) assess whether the source meets the relevant criteria. 3.2 In this Contract, "Independent Verification" means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to *ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems* or equivalent, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to *ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies* or equivalent.

4. Natural England's Right to Reject Timber

4.1 Natural England reserves the right to reject any Timber and wood-derived products that do not comply with the Contract Specification. Natural England reserves the right to reject any Timber and wood-derived products that do not comply with the requirements of the social criteria defined in section 1.2 above. Where Natural England exercises its right to reject any Timber and wood-derived products, the Contractor shall supply alternative Timber and wood-derived products, which do so comply, at no additional cost to Natural England and without causing delay to the Contract completion period.