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, Parsonage Down NNR, Cherry Lodge Farm, Shrewton, Wiltshire, SP3 4ET.****Natural Englanis part of DEFRA: *“The Secretary of State for Environment, Food and Rural Affairs, acting as part of the Crown”***] |
| 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** | The Goods are to be Delivered in accordance with the following instructions:Delivery Address: *Cherry Lodge Farm, Shrewton, Wiltshire, SP3 4ET*Contact: Ben Haney, Farm Manager, 07584770517Date of Delivery: November 2024, exact dates will be determined by livestock hauliers’ availability |
| **Services** | *N/A* |
| 1. **Start Date**
 | *November 2024* |
| 1. **Expiry Date**
 | *November 2024* |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out below in Appendix 3 – 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 Ben Hanley, Farm Manager - 07584770517or, in their absence, Stuart Hales, Senior Reserve Manager - 07771944557 |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be Ben Hanley, Farm Manager - 07584770517or, in their absence, Elise Sutton, Stockperson - 07584475779 |
| 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**
 | * The Contractor shall provide the Customer with progress reports where needed in regard to haulage dates
 |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Natural EnglandCherry Lodge FarmShrewtonWiltshireSP3 4ETAttention: Ben HanleyEmail: ben.hanley@naturalengland.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**
 | For the purposes of the Agreement: [The Customer’s Staff Vetting Procedures are: *The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods Services has undertaken a disclosure and barring service check.* *They must also have relevant certification and qualifications for haulage of livestock* |
| 1. **Special Terms**
 | *All livestock must arrive in a fit and healthy state* *All livestock must be organic* *All livestock must have the relevant ear tags* |
| 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: **Ben Hanley** Farm Manager | Name: [**Insert** name][**Insert** job title] |
| Date: 21/08/2024 | 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**

Charges for Goods will be price of the livestock and haulage cost.

**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 |  |