



Conditions of Contract Short Form Services

Raised Bog Restoration at Swarth Moor SSSI

ECM 59482

October 2020

THIS CONTRACT is dated 29 October 2020

BETWEEN

NATURAL ENGLAND of Foss House, kings pool. 1-2 Peasholme Green, York, YO1 7PX (the “Authority”); and

Conservefor Ltd of Unit 14, Sowarth Industrial Estate, Settle, North Yorkshire, BD24 9AF (the “Supplier”)

(each a “Party” and together the “Parties”).

BACKGROUND

- a) The Authority requires the services set out in Schedule 1 (the “Services”).
- b) The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

1. Definitions and Interpretation

1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘Approval’: the prior written consent of the Authority.

‘Authority Website’: www.naturalengland.org.uk

‘Contract Term’: the period from the Commencement Date to the Expiry Date.

‘Contracting Authority’: an organisation defined as a contracting authority in Regulation 2 of the Public Contracts Regulations 2015.

‘Controller’: has the meaning given in the GDPR.

‘Data Loss Event’: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

‘Data Protection Impact Assessment’: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

‘Data Protection Legislation’: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

‘Data Protection Officer’: has the meaning given in the GDPR.

‘Data Subject’: has the meaning given in the GDPR.

‘Data Subject Request’: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

‘Default’: a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

‘Dispute Resolution Procedure’: the dispute resolution procedure set out in Clause 20.

‘DPA 2018’: the Data Protection Act 2018.

‘Force Majeure’: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier’s supply chain.

‘Fraud’: any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

‘GDPR’: the General Data Protection Regulation (Regulation (EU) 2016/679).

‘Good Industry Practice’: standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

‘Goods’: all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

‘Intellectual Property Rights’: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

‘IP Materials’: all Intellectual Property Rights which are:

- a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

‘Law’: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply.

‘LED’: Law Enforcement Directive (Directive (EU) 2016/680).

‘Personal Data’: has the meaning given in the GDPR.

‘Personal Data Breach’: has the meaning given in the GDPR.

‘Price’: the price for the Services set out in Schedule 2.

‘Processor’: has the meaning given in the GDPR.

‘Protective Measures’: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

‘Replacement Supplier’: any third party supplier of services appointed by the Authority to replace the Supplier.

‘Staff’: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

‘Sub-contract’: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

‘Sub-contractor’: third parties which enter into a Sub-contract with the Supplier.

‘Sub-processor’: any third party appointed to process Personal Data on behalf of the Supplier related to this Contract.

‘Valid Invoice’: an invoice containing the information set out in Clause 3.3.

‘VAT’: Value Added Tax.

‘Working Day’: Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;

- c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- f) references to the Services include references to the Goods;
- g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2. Contract and Contract Term

2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the "Services") in accordance with the terms and conditions of the Contract.

2.2 The Contract is effective on 9 November 2020 (the "Commencement Date") and ends on 15 March 2021 (the "Expiry Date") unless terminated early or extended in accordance with the Contract.

3. Price and Payment

3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

3.2 The Authority shall:

- a) provide the Supplier with a purchase order number ("PO Number"); and
- b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

3.3 A Valid Invoice shall:

- a) contain the correct PO Number;
- b) express the sum invoiced in sterling; and
- c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

3.4 The Supplier shall submit invoice on contract completion to the Authority at the following addresses: APinvoices-NEG-U@gov.sscl.com or SSCL AP, Natural England, PO Box 793, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
- b) invoices which do not include the information set out in Clause 3.3 will be rejected.

3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4. Extension of the Contract

4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to 0 months.

5. Warranties and Representations

5.1 The Supplier warrants and represents for the Contract Term that:

- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- b) the Contract is executed by a duly authorised representative of the Supplier;
- c) in entering the Contract it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
- c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6. Service Standards

6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.

6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.

6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:

- a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred;
- or

b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.

6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.

6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.

6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.

6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7. Termination

7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.

7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:

a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;

b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;

c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;

- d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
- e) subject to Clause 7.3, the Supplier commits a Default;
- f) there is a change of control of the Supplier; or
- g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8. Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.2:

- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9. Liability, Indemnity and Insurance

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- a) death or personal injury caused by its negligence;
- b) Fraud or fraudulent misrepresentation; or
- c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.

9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.

9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

9.4 Subject to Clause 9.1:

- a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
- b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.

9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.

9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10. Confidentiality and Data Protection

10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

10.2. Clause 10.1 shall not apply to any disclosure of information:

- a) required by any applicable law;
- b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
- c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
- d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.

10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.

10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:

- a. a systematic description of the envisaged processing operations and the purpose of the processing;

- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

- a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- c. ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Supplier's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:

- (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.

10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:

- a. receives a Data Subject Request (or purported Data Subject Request);
- b. receives a request to rectify, block or erase any Personal Data;
- c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d. receives any communication from the Information Commissioner or any other regulatory authority;
- e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- f. becomes aware of a Data Loss Event.

10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.

10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:

- a. the Authority with full details and copies of the complaint, communication or request;

- b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
- c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Authority following any Data Loss Event;
- e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- a. the Authority determines that the processing is not occasional;
- b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

- a. notify the Authority in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Authority; and
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.
- d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.

10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

11.1. The Supplier acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.

11.2. If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12. Intellectual Property Rights

12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.

12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13. Prevention of Corruption and Fraud

13.1. The Supplier shall act within the provisions of the Bribery Act 2010.

13.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.

13.3. The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14. Discrimination

14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15. Environmental and Ethical Policies

15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

16. Health and Safety

16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.

16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.

16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) shall be made available to the Authority on request.

17. Monitoring and Audit

17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.

17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.

17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18. Transfer and Sub-Contracting

18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.

18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:

- a) remain responsible to the Authority for the performance of its obligations under the Contract;
- b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
- c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
- d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.

18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- b) any private sector body which performs substantially any of the functions of the Authority.

18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19. Variation

19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "Variation").

19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.

19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

- a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or
- b) refer the request to be dealt with under the Dispute Resolution Procedure.

20. Dispute Resolution

20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.

20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.

20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.

20.5 A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.

20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21. Supplier's Status

21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.

21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22. Notices

22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23. Entire Agreement

23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

24. Third Party Rights

24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

25. Waiver

25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.

25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26. Publicity

26.1 The Supplier shall not without Approval:

- a) make any press announcements or publicise the Contract or its contents in any way;
or
- b) use the Authority's name or logo in any promotion or marketing or announcement.

26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

27. Force Majeure

27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.

27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28. Governing Law and Jurisdiction

28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.

28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

29. Electronic Signature

29.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.

29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system.

29.3 No other form of acknowledgement will be accepted.

30. Precedence

In the event of and only to the extent of any conflict between the terms and conditions or the special terms below, the conflict shall be resolved in accordance with the following order of precedence:

- a) the main terms of the Contract (pages 1 to 15);
- b) any other document referred to in the Agreement

Unless expressly agreed, a document varied pursuant to clause 19 shall not take higher precedence than specified here.

SCHEDULE 1 - SPECIFICATION OF SERVICES

The Authority is the UK Government Department responsible for the environment, food and farming and rural affairs. 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 on the Authority can be found at: [Natural England](#)

1. Background

Swarth Moor SSSI is situated at Helwith Bridge, to the north of Settle in the Yorkshire Dales National Park. National Grid Reference for the site is SD806695.

Swarth Moor SSSI was notified in 1986 under the Wildlife & Countryside Act 1981 on account of its raised bog and fen communities. It is only one of two such sites within the National Park, the other being Tarn Moss, part of Malham Tarn National Nature Reserve (NNR). Swarth Moor SSSI is part of Swarth Moor Common (CL247) and is owned in part by Natural England.

The SSSI has been extensively cut over for peat in the past. Although this no longer takes place the dome of the raised mire has been left with a very uneven surface. The lower-lying cuttings support the important bog vegetation, whilst the higher, dry peat between them is species-poor and now dominated by purple moor-grass *Molinia caerulea*. A raised mire should ideally have a dome with an even profile where the bog vegetation is present across the whole surface but at Swarth Moor extensive parts of the dome are without the characteristic peat-forming vegetation rich in bog mosses *Sphagnum spp.* Natural England proposes to restore the raised bog and also provide access and interpretation of the site for the local community and visitors through a project under the Heritage Lottery-funded Stories in Stone programme <http://www.storiesinstone.org.uk/>

Restoration of the raised bog vegetation communities will be achieved through the raising of water-levels by the construction of bunds that prevent lateral water loss from the peat body and off the site. This method has been used very successfully on sites in Cumbria with a similar history of peat-cutting (e.g. Roudsea Wood & Mosses NNR).

To enhance access to Swarth Moor it is proposed to install a viewing platform joined to the public right of way by a short length of boardwalk. This would enable people to not only see the restored bog at close quarters but appreciate the landscape in which it lies with views across to Pen-y-ghent. Interpretation boards on the platform will highlight the wildlife and history of the site. This will be installed after the re-wetting work is completed and does not form part of this specification.

Swarth Moor has a large population of great crested newts *Triturus cristatus* and as part of mitigation for this European protected species three new ponds will be constructed in the fen area of the SSSI with associated hibernacula. This does not form part of the specification and will be carried out under a separate contract.

Natural England was granted planning permission for the Swarth Moor Restoration & Interpretation Project by the Yorkshire Dales National Park Authority on 12th July 2019 (decision no. C/04/693). Permission was granted by the Planning Inspectorate on 14th November 2019 for consent to carry out works on common land under Section 38 of the Commons Act 2006 (ref. COM/3234315). A Protected Species Licence application has also been issued by Natural England's Wildlife Licensing Team to cover the required mitigation in order that the restoration scheme can go ahead.

Timescale

Natural England requires the work to be completed no later than 15th March 2021.

Work should start as soon as possible after the contract is awarded but no later than 9th November 2020.

2. Requirements

Natural England requires you to bid for the restoration by re-wetting of approximately 11.7 hectares of the bog surface at Swarth Moor SSSI. The red boundary on the map at Annex 1 denotes the planning permission area.

The central part of the raised bog (approx. 5.1ha) is likely to require only shallow bunds and large cells (e.g. 40m x 40m) - see area outlined red on map at Annex 1.

The edges of the raised bog (approx. 6.6ha) are likely to require only deep bunds and smaller cells that follow the contours (e.g. 20m x 10m) – see area outlined blue on map at Annex 1.

There are a number of existing drainage channels coming off the northern and eastern edges of the raised bog, and these should be bunded through as part of cell construction.

Notes

- The raised bog surface is largely free of trees and scrub. However, there are individuals and small groups scattered across the bog, particularly towards the northern and western margins. The contractor will not be required to fell any trees or remove scrub within the working area. If any felling or removal is required in order to complete the re-wetting work, this will be carried out by Natural England. It is hoped that the majority can be left *in situ* and that these will eventually die naturally by the raised water levels.
- Low ground pressure vehicles (e.g. less than 3.5 pounds PSI) and bog mats must be used in all circumstances.
- Machines should use bio-hydraulic oils, be free of oil leaks and spill kits must be available on site whilst work is in progress.

- As mitigation required for great crested newts no bunds or associated work will take place within 100m of the breeding ponds. This non-working area will be clearly marked prior to work commencing. For re-wetting work between 100m and 250m from the ponds an Ecological Clerk of Works will be on site and will relocate any great crested newts encountered to a safe location on the SSSI. For re-wetting work beyond 250m a licensed ecologist will be on call to relocate any newts encountered.
- There are historic features on site and these need to be protected *in situ* during restoration work. Features of archaeological importance (e.g. standing stones showing turbarry and parish boundaries) will be clearly marked with flags prior to work commencing and will have a buffer zone around them of at least two metres in which no work must take place.
- There are two transects of dipwells on the site to measure water levels in the peat. They must not be damaged or disturbed whilst work is in progress and will be clearly marked prior to work commencing.

2.1 Site access

Vehicle access to Swarth Moor SSSI is by the minor road that runs from Helwith Bridge to Austwick. At the south-western corner of the SSSI there is an access road to Dry Rigg Quarry.

Site access onto the raised bog itself will depend on the machinery to be used. Due to existing restrictions access is only possible from the south. There is a surfaced public right of way between the SSSI and Dry Rigg Quarry but this may not be suitable and an alternative route from Dry Rigg Quarry onto the SSSI will be provided for the contractor.

2.2 Health and Safety at Work

Generic Risk Assessment

A generic Swarth Moor Site Risk Assessment has been provided (see Annex 2) to highlight risks that contractors need to be aware of and have Risk Assessment and Method Statements to cover.

First Aid

The Contractor will be responsible for the health, safety and welfare of the contract workforce, and a practicing First Aider with current certification will be present at all times. The Contractor will provide all appropriate First Aid equipment.

Welfare facilities

Welfare facilities (toilet/handwashing/drink and food preparation etc.) are available at Dry Rigg Quarry in agreement with the site operator, Tarmac, who are a partner in the Swarth Moor restoration project.

Lone Working

Due to the risks associated with working on this site there will be no lone working at any time.

Certification

All work is to be conducted in accordance to codes of practice and operators must hold appropriate and current training certification for any machinery or equipment they use. Copies of all current personnel certification must be available upon request for inspection by the Natural England Project Officer.

Risk Assessment

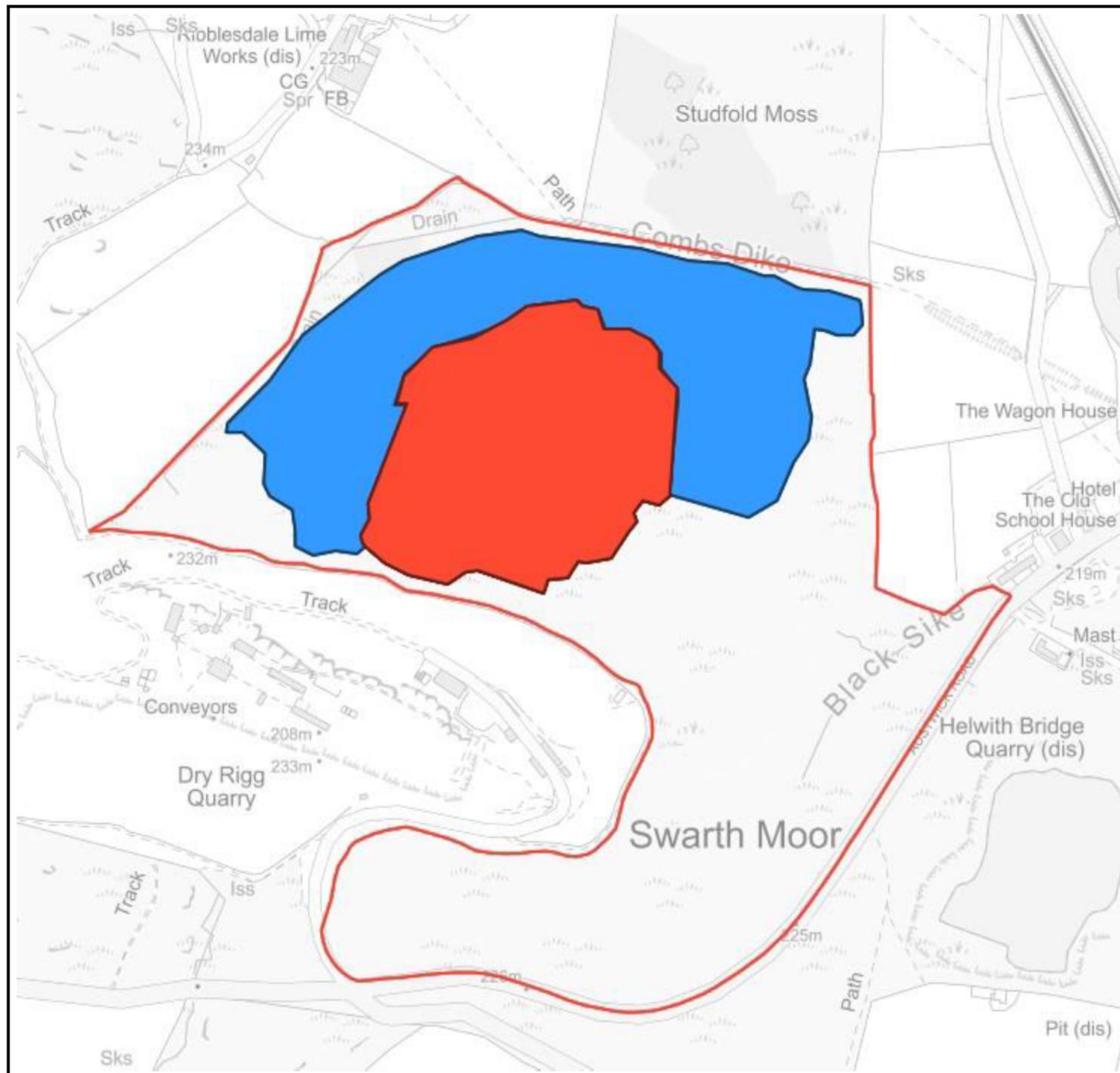
The successful Contractor shall carry out a comprehensive Risk Assessment for all aspects of the project and present a copy to the Natural England Project Officer one week prior to work commencing. This should be signed as having been read and understood by all those who will be working on the site.

Accident Reporting

The Contractor will be responsible for immediately reporting any accidents involving either their personnel or the public to the Natural England Project Officer. All incidents involving the public, however minor, are reportable under RIDDOR.

Smoking

There is a fire hazard on the raised bog at all times and smoking is strictly prohibited for all personnel.



Swarth Moor SSSI - Peatland Restoration Area

Key

Ordnance Survey (Greyscale) © Ordnance Survey

- Area requiring shallow bunds and large cells (5.1 Ha, approx)
- Area requiring deep bunds and smaller cells (6.6 Ha, approx)

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Map Produced from WebMap2 on 04/10/19

Map Projection: British National Grid

Map Scale at A4: 1:5,000

Annex 2

Risk Assessment Record (Health & Safety)

Team:	Yorkshire & northern Lincolnshire Area Team	Assessment Date:	6/11/2017
Assessment of: (e.g. activity, location, person)	Visiting Swarth Moor SSSI by Natural England staff	Review Date:	N/A

What are the hazards?	Who might be harmed and how?	What precautions are you already taking?	What further action is necessary?	Taking Action		
				By when	By who	Done
Unsafe terrain: <ul style="list-style-type: none"> • Bogs/marsh • Wet/slippery vegetation • Uneven ground/holes • Open water • Ditches • Slopes 	Visiting staff carrying out fieldwork. Minor, major & severe injuries, or fatality including: sprains, strains, fractures, head injury resulting from trips/falls/cuts/exhaustion/entrapment/drowning.	Wear appropriate clothing for the prevailing conditions. e.g. warm base layers with waterproof/windproof outer layer. Waterproof footwear with a good grip is essential (ideally wellingtons or waterproof walking boots). Avoid areas of high hazard, especially ponds in southern part of site that have open water and soft muddy margins, and also Combs Dike/Black Sike which have steep sides and often deep water. Consult map of the SSSI. Carry a basic first aid kit for minor injuries. Carry charged mobile 'phone. Consult weather forecasts prior to and on the day.	Read comments/further information section below.	Prior to visit	NE staff member	

What are the hazards?	Who might be harmed and how?	What precautions are you already taking?	What further action is necessary?	Taking Action		
				By when	By who	Done
Adverse weather: <ul style="list-style-type: none"> • Extremes of temperature • High winds • Heavy rain • Sleet/snow/ice • Poor visibility 	Visiting staff carrying out fieldwork. Hypothermia/exposure/frost bite/heat stroke/sunburn/dehydration/disorientation/slips/falls	Consult weather forecasts prior to and on the day. Dress according to prevailing conditions. Act accordingly and be prepared to cancel or curtail the event if weather is poor. Plan escape routes.	Assess weather. Identify escape routes – see below.	Prior to visit	NE staff member	
Traffic: Lorries and cars using the Dry Rigg Quarry access road and the minor public road from Helwith Bridge to Austwick.	Visiting staff carrying out fieldwork. Minor, major & severe injuries, or fatality. Collision with vehicles.	Be aware of all traffic using the public road and access road to Dry Rigg Quarry. There is no pavement on this stretch of road from Helwith Bridge along the southern boundary of the SSSI. Use grass verge to walk on where possible along the public road. There is a footpath alongside the quarry access road, but this is not fenced from quarry traffic and should be walked with caution.	None	N/A	N/A	
Welfare facilities	Visiting staff carrying out fieldwork.	Establish nearest toilets	Read comments/further information section below.	Prior to visit	NE staff member	
Out of range of mobile telephone coverage	Visiting staff carrying out fieldwork. Isolation, especially in an emergency.	Be aware of the limits and identify nearest land line 'phone Have 'phones on different networks if possible. Ensure NE lone working procedures followed if visiting alone.	Identify nearest land line. Initiate lone working procedures if visiting alone. Read comments/further information section below.	Prior to visit	NE staff member	
Confrontations with strangers in isolated places	Visiting staff carrying out fieldwork. Verbal/physical intimidation	Avoid confrontation – assess the situation and retreat if necessary (see escape route information).	None	N/A	N/A	

Comments / Further Information

General

Swarth Moor SSSI is open access and registered common land. At present there is no livestock grazing on the site. Natural England owns the western half of the SSSI south of Combs Dike. Access onto the site must be on foot only.

Terrain

The raised mire section of the SSSI has been cut over for peat and has left an extremely uneven surface with wet hollows and dry banks dominated by purple moor-grass. Walking across this part of the site is very difficult and due to the tall grass obscuring the ground it is very easy to lose balance and trip, slip or fall. It is essential to walk across this area slowly, especially if carrying equipment in one or both hands. It is useful to have a stick or walking pole to test the ground as you walk. The lowest section of the mire surface, in the eastern part of the SSSI is very wet and has a floating mat of sphagnum-dominated peat which can move in a wave-like manner when walked over. The ponds that divide the dome and fen areas are shallow but have very soft, muddy margins that should be avoided to avoid becoming stuck.

Welfare facilities

The nearest welfare facilities/land line is at Dry Rigg Quarry, which is owned and run by Tarmac. The Unit Manager [REDACTED] who can be contacted [REDACTED]. Alternatively, The Helwith Bridge Inn is located very close to the site at Helwith Bridge and is open daily from 12noon ([REDACTED]). There are public toilets at the public car park in Horton-in-Ribblesdale 3km north of the SSSI on the B6479. The Ingleborough NNR base at Colt Park Barn lies approximately 8km to the north of the SSSI off the B6479 and can be contacted on [REDACTED].

Escape routes

There is a public footpath on the western side of the SSSI that runs around the boundary of Dry Rigg Quarry. Heading for this right of way is the principal escape route when on the raised bog section of Swarth Moor north of the ponds. For the southern part of the SSSI, south of the ponds, the escape route should be the public road running along the southern and south-eastern boundary to the site. Note this is used by quarry lorries, so care needs to be taken when joining or walking along the carriageway.

Risk assessment prepared by [REDACTED] Senior Reserve Manager, Ingleborough NNR, Natural England.

Conservefor Ltd Methodology

Timescale, access and egress routes.

Project Timescale

We estimate the work will take 12 weeks and have allowed a [REDACTED] days contingency for bad weather.

The proposed start date would be Monday 9th November 2020 with a completion date of Friday 12 February 2021 (12 weeks). With the one-week bad weather contingency the completion date would be Friday 19th February 2020 (13 weeks).

The Works

Shallow peat bunds and large cells (5.1ha, approx.) 32 cells

Deep bunds and smaller cells (6.6 Ha, approx.) 330 cells

Methodology

We will appoint a principal point of contact for this project (the Contract Manager, [REDACTED] who the client may liaise with at any time during the project. The Contract Manager will endeavour to attend meetings in a timely manner. We have an open policy to issue reporting and will listen to every concern with professionalism and act on any issues which are deemed to be acted upon.

We will deploy trained staff who have experience in lowland restoration work. The staff will have appropriate operative tickets relevant to the task at hand. We have supplied CV's for the key members of staff who would be working on the project.

The choice of equipment used on peatland restoration work is very important. To ensure that damage to fragile vegetation, peat and subsoil is kept to a minimum, we propose to use 13 tonne low ground pressure 360 'bog master excavators' fitted with 900mm to 1000mm tracks and 7/8 tonne low ground pressure 360 excavators fitted with minimum 800mm wide tracks.

2 x 13 tonne 360 excavator ground pressure is 2.9PSI, they have a nine (9) metre reach and will be used to build the peat bunds.

1x 8 tonne 360 excavator ground pressure is 2.799 PSI, they have a five (5) metre reach and fitted with a tilt four (4) foot bucket and will be used to construct internal peat bunds linking the cell bunds together.

All plant is fully serviced and checked prior to deployment onto site. All machines will be serviced regularly and checked daily for oil and fuel leaks; these daily checks are recorded on our nominated operator forms which are kept with the machine. If any problems are identified these are reported to the site foreman who decides what action should be taken. The machine can either be fixed onsite or if this is not possible removed from site and a replacement machine will be dispatched immediately.

Machine greasing will be done by two people so that excess grease can be methodically wiped clean and grease drops can be caught. The waste material is then placed in a plastic hazardous waste plastic bag and removed from site. Where a machine is parked up overnight, it will be located as far from watercourses as practically possible. Hydraulic systems will be charged with suitable thermally stable biodegradable hydraulic oil as standard, which in the event of system rupture or leak will at least 60% biodegrade within 28 days (OECD 301B test).

Following COSHH guidelines we will ensure fuel is always contained and stored safely and that all staff wear appropriate PPE when handling fuel. When re-fuelling plant nappies will be used and the machine operator will follow the Conservefor 'Pollution and Prevention Procedure'. 50 litre spill kits which include absorbent pads, absorbent sausage, hazardous waste bag and cable ties are fitted to each machine and are used if a spillage occurs. Fuel will be stored off site in double bunded tanks and brought onto site, when required, by a 3 tonne tracked dumper. To improve access and minimise the impact of the dumper a temporary trackway will be constructed across the bog.

At all times we will ensure potential contaminates into any water course are controlled and managed. We will follow the SEPA/Environment Agency Pollution Prevention Guidelines, Work and Maintenance in or Near Water: PPG5

We will induct all staff and visitors onto site and will provide both tool box talks and site specific risk assessments and method statements (RAMS) which will ensure that the work plan is fully understood and that staff have a clear picture of what is to be achieved in any day or week. The site induction forms must be signed/dated and will be placed in the project site file.

Our Contract Manager/Site Foreman will ensure that all staff and visitors have been inducted and sign on and off site daily.

Plant & Equipment (Project Machinery)

2 x 13 tonne Hitachi 'Bog Master', 900mm pads (with ripping tooth and various Buckets)

1 x 8 tonne Hitachi 'Bog Master', 800mm, Power Tilt (with bespoke restoration Buckets)

1 x Tracked Dumper

1 x Fuel Proof Bunded Diesel Tanks

GPS to record the work

Spill Kits for all plant and Fuel Proof Tanks

Plant Nappies for Re-Fuelling

CDM 2015 Compliant Welfare Facilities Project: project_28129 – Raised Bog Restoration at Swarth Moor SSSI 2. Technical Response (Question 3) Conservefor Ltd

Site Access (including daily access)

We propose that on the day we deploy we would request that the Natural England representative be present to agree the access route, working methodology and ensure best practice and the overall success of the project. All Staff will be brief prior to delivery of the plant to ensure safe working practices.

Access to the site is just off the Austwick Road at SD 809 694, which will take us directly onto the Swarth Moor. There is a culvert/bridge structure crossing Black Sike beck which will be surveyed and strengthened as required. We also noted overhead power lines near the entry/exit points onto the Moor, we will follow HSE guidance "Working Safely near Overhead Electricity Power Lines" Goal Post will be erected if required.

Site safety signage will be erected around the site at all entry exit points.

Plant Access

Following Chapter eight (8) "Traffic Safety Measures and Signs for Road Works and Temporary Situation" we will be put in place a suitable traffic management system. [REDACTED], company Director, who is a qualified Street Works Supervisor (SWQR No. [REDACTED]) will organise the installation of signage and coordinate the operation.

Access to the work area for machinery will be at SD 809 694. The road will be marshalled during the deliveries by two Conservefor staff. The staff will be in contact using two-way radios to ensure that traffic flow is maintained safely.

Construction Methodology

Bund Construction Various Sizes

- Work would be planned systematically to minimise excessive movement around the site and disturbance to the fragile peatland habitat. We are planning to access the site via the agreed route and start at the south easterly point of the site and work east to west in a northerly direction completing all elements of the cell bunding work in one pass as we travel round the site exiting via the entry point at SD809 694.
- We will use 5m x 1m x 100mm hardwood bog mats (4 mats per machine) to access the site. We know that this approach will ensure that the habitat is protected and eliminates the chance of plant becoming bogged. By using the bog mats we will reduce the overall impact of the machines to less than one (1) PSI. There will be sufficient bogs mats onsite to ensure that the machines are never sat on the moss.
- The excavator will work from the safety of the bog mats constructing the peat bunds ensuring the safety of the plant and protection of the fragile site. Once a section of bund has been built the excavator will lift the bog mats around the machine placing them in the direction of travel. The excavator will then move onto the re-position bog mats to continue construction of the next section of bund. This method of working will be followed around the site ensuring that each bund is built and protected with vegetation as they go.
- A 13 tonne 'Bogmaster' excavators fitted with 900mm pads will be used to construct the new cell bunds. We would start construction of the outer bund working from the most southerly point, from east to west then heading north. The new bunds will follow the topography of the land (large cells 40m x 40m into smaller cells 20m x 10m).

- The second and third machines will follow the first machine starting construction of the cells linking to the outer bund working from east to west. Once the two machines have reached the newly constructed westerly perimeter bund one machine will start working from North to south linking the cell bunds together whilst the other two machines continue bund construction, east to west. This method of working will be followed across the site.
- The exact size and shape of each cell will be dictated by the contours and fall across the site, approximate cell size would range from 40metre x 40metre and 20metre x 10metre.
- The cell bund will be constructed using in situ peat. Disturbance will be restricted to a minimum area necessary to achieve the construction of the cell and successful restoration of the site.
- The active wet peat (good peat) will be used to construct the new bund creating a continuous watertight seal around the cell, preventing water loss. Maximum bund height would be 100mm before vegetation is used to top off preventing oxidization.
- Vegetation and desiccated peat will be removed during construction of the bund. Desiccated peat will be used to backfill borrow pits
- Our initial assessment of the site has indicated that there is sufficient material onsite to protect the newly constructed cell bund; they will be covered with vegetation.
- The excavators will always work closely together. One (1) of the excavators will carry a steel tow rope, Loler tested. If one of the machines slips of the bog mat and becomes semi stuck the operator stops the machine immediately and summons help.
- The machine operator does not try and dig his way out. If a machine does slip off the bog mat he ceases operation immediately and the recovery operation can commence using the steel rope provided. All recovery operations will follow the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER).
- Excavator one is attached to the semi-stuck excavator by the steel recovery rope. The recovery rope is attached to the stuck excavator by the towing eye on the carriage and the carriage of the recovery excavator. The recovery excavator then and eases the machine out of the peat and back onto the bog mats.

Access

Any work required to enable access prior to contract commencement will be agreed with Natural England and completed by Conservefor. A photographic survey of the access route will be completed prior to contract commencement.

The maintenance of the access route will be managed daily or as required; any maintenance work will be agreed with the Natural England site representative.

All maintenance tasks will be agreed by the Natural England representative before work takes place.

Sub-Contracting

We will not be using subcontractors.

SCHEDULE 2 - PRICES

For completion of requirement - £34,920 exc VAT (£41,904 inv VAT @ 20%)

Invoice to be submitted to the Authority at the following addresses:

APinvoices-NEG-U@gov.sscl.com or

SSCL AP, Natural England, PO Box 793, Newport Gwent, NP10 8FZ

Please see section **3 Price and Payment** for full details.

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.

2. The contact details of the Authority Data Protection Officer are:

[REDACTED] Yorkshire & Northern Lincolnshire Team, Natural England, NNR Base Ingleborough, Colt Park Barn, Chapel-le-Dale, via Camforth, Lancashire, LA6 3JF

Email: [REDACTED]

Tel: [REDACTED]

Mob: [REDACTED]

3. The contact details of the Supplier Data Protection Officer are:

[REDACTED] Conservefor Ltd, Unit 14 Sowarth Industrial Estate, Settle, north Yorkshire, BD24 9AF

Email: [REDACTED]

4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.

5. Any such further instructions shall be incorporated into this Schedule.

Data Processing Descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.3.
Subject matter of the processing	No personal data involved this contract is for works only.
Duration of the processing	Not applicable, works contract only.
Nature and purposes of the processing	Not applicable, works contract only.
Type of Personal Data	Not applicable, works contract only.
Categories of Data Subject	Not applicable, works contract only.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Not applicable, works contract only.