Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | **TBC** | |
| 1. **Customer** | **Natural England, Foss House, King’s Pool, 1-2 Peaseholme Green, YORK YO1 7PX** | |
| 1. **Contractor(s)** | **TBC** | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  **Natural England** | |
| 1. **The Agreement** | This Order is part of the Agreement and is subject to the terms and conditions referenced at Appendix 1 and shall come into effect on the Start Date.  Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.  The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):   1. this Order; 2. the terms and conditions at Appendix 1; and 3. the remaining Appendices (if any) in equal order of precedence. | |
| 1. **Deliverables** | **Applicable Deliverables** | **Goods Only:**  **Services Only:**  **Good and Services:** |
| **Goods** |  |
| **Services** | **A comprehensive, terrestrial invertebrate survey throughout 2024, on both the existing ‘Strensall Common SSSI’ and adjacent proposed SSSI sites: ‘World’s End Former Plantation’, ‘World’s End Grasslands’ and ‘Sandburn Wood’**  **To be performed at locations identified in the specification.**  **Date(s) of Delivery: 22 April – 31 December 2024** |
| 1. **Start Date** | **22 April 2024** | |
| 1. **Expiry Date** | **31 December 2024** | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out in Appendix 3. 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;  Simon Christian ([simon.christian@naturalengland.org.uk](mailto:simon.christian@naturalengland.org.uk))  or, in their absence,  Richard Smith ([richard.smith@naturalengland.org.uk](mailto:richard.smith@naturalengland.org.uk)) | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  [**Insert *contract manager name and contact details***]  or, in their absence,  [**Insert *secondary name and contact details***]. | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | The Customer has chosen Option **B** in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  **Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.** | |
| 1. **Progress Meetings and Progress Reports** | * Monthly updates via an e-mail summary of work progress should be sent to the project officer. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | **Natural England,**  **Foss House,**  **King’s Pool,**  **1-2 Peaseholme Green,**  **YORK**  **YO1 7PX**  Attention: Simon Christian  Email: simon.christian@naturalengland.org.uk | [**insert *name and address of Contractor*]**  Attention: **[insert *title***]  Email: [**insert *email address***] | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement:  The Customer’s security / data security requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  The Customer’s additional sustainability requirements are: [**Insert *details/contained in [*Insert *link to relevant policy***].  The Customer’s equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [**Insert *details/contained in [*Insert *link to relevant policy***].  The Customer’s health and safety policy is: [**Insert *details/contained in [*Insert *link to relevant policy***]. | |
| 1. **Special Terms** | ***N/A*** | |
| 1. **Additional Insurance** | ***Agreement is only for insurance to be in place in line with industry best practice*** | |
| 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:** | |

***Please note that typically the Contractor should sign first and return the copy to the Customer to sign***

|  |  |
| --- | --- |
| 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**

[***Guidance note: Tender specification and Contractor’s tender response to be included here (if applicable)***]

**Appendix 3: Charges**

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