Add NE Logo

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

1. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | TBC |
| 1. **Customer**
 | Ben Hanley. Parsonage Down NNR, Cherry Lodge Farm, Shrewton, Wiltshire, SP3 4ET |
| 1. **Contractor(s)**
 | TBC |
| 1. **Defra Group Members**
 | N/A |
| 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** | Description: Panel Van The Goods are to be Delivered in accordance with the following instructions:Delivery Address:  *Cherry Lodge Farm, Shrewton, Wiltshire, SP3 4ET*Date of Delivery: Not later than 15/11/24Additional Delivery Instructions: Mon – Friday 8am to 5pmWarranty Period:Minimum of 3 years |
| **Services** | N/A |
| 1. **Start Date**
 | 1/11/2024 |
| 1. **Expiry Date**
 | N/A |
| 1. **Charges**
 | The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be *made in pounds* byBACS 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, ben.hanley@naturalengland.org.uk - 07584770517or, in their absence, Julie Merrett – Senior Officer, julie.merrett@naturalengland.org.uk - 07920418784 |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be Ben Hanleyor, in their absence, Julie Merrett |
| 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**
 | Not applicable |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| Natural EnglandCherry Lodge FarmShrewtonWiltshireSP4 9QUAttention: 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**
 |

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:**  | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |
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| 1. **Procedures and Policies**
 | 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.  |
| 1. **Special Terms**
 | n/a |
| 1. **Additional Insurance**
 | n/a |
| 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]  |

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

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |   |
| **[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 |  |