

1. The Order is issued subject to these Conditions, which govern both the Order and all business dealings between Natural England and the Supplier relating to the Order. The Natural England Order Number must be quoted on all communications in connection with the Order. Failure to do so may result in delayed processing, acceptance and payment.

2 All correspondence relating to the Order except invoices covered by 3 below must be addressed to Natural England at the address set out in the Order.

3 All invoices must:

- 3.1 bear the Order number plus any additional number allocated;
- 3.2 quote your VAT registration number; and
- 3.3 be sent to SSCL Natural England, PO Box 793, Newport, NP10 8FZ or sent electronically to Accounts-Payable.neg@sscl.gse.gov.uk

## GENERAL CONDITIONS OF PURCHASE

### 4 DEFINITIONS

In this Contract:

- 4.1 **'Natural England'** shall mean Natural England of 4<sup>th</sup> Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX.
- 4.2 **'Conditions'** means these terms and conditions for the purchase of the Deliverables;
- 4.3 **'Confidential Information'** means any information which has been designated as confidential by you or Natural England in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including the Management Information, information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of you or Natural England and all personal data and sensitive personal data within the meaning of the Data Protection Act 1998
- 4.4 **'Contract'** shall mean the contract concluded by commencement of work under the Order or, if earlier, any acceptance of the Order communicated by you to Natural England (whether in writing, orally or otherwise), whose terms shall comprise these Conditions;
- 4.5 **'Deliverables'** shall mean any services or goods or materials provided pursuant to the Order;
- 4.6 **'Force Majeure'** shall mean any event or occurrence which is outside the reasonable control of either party including (but not limited to) governmental regulations, fire, flood or any disaster.
- 4.7 **'Order'** shall mean the purchase order;
- 4.8 **'IPR'** means all present and future patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
- 4.9 **'you'** or **'your'** shall mean the person or body appearing against the word **'Supplier'** on the front of the Order.

The headings used in these Conditions are for convenience and reference only and shall not affect their interpretation.

### 5. DELIVERY TITLE AND RISK

- 5.1 You must deliver the Deliverables, together, in the case of goods or materials, with a detailed delivery note quoting an Order number, by the date specified in the Order or, if none, by any reasonable time specified by Natural England. Time shall be of the essence with regard to dates specified by Natural England for the supply of Deliverables.
- 5.2 Title in the Deliverables shall vest in Natural England upon delivery.
- 5.3 Risk in Deliverables shall remain with you until the Deliverables are delivered to Natural England and signed for as accepted by an authorised signatory of Natural England provided that if the Deliverables are subsequently rejected by Natural England for any reason whatsoever (whether or not Natural England is entitled to do so in accordance with these Conditions) and Natural England gives you notice of such rejection, then risk in the Deliverables shall pass back to you forthwith.
- 5.4 If at any time deliveries under this Contract are suspended due to the happening of a Force Majeure event, then, without prejudice to its

rights of termination or cancellation under clauses 17 and 18, Natural England may at its discretion postpone delivery of the Deliverables for the period of suspension or such longer period as Natural England may require, in which event Natural England's payment obligations shall be postponed for the equivalent length of time.

### 6 SPECIFICATION

- 6.1 Natural England is relying on your skill and judgment to, as appropriate depending on the nature of the Deliverables, select and/or provide it with suitable materials or perform services satisfactorily and in either event in accordance with the Order.
- 6.2 You shall comply with all applicable regulations or legal requirements (as appropriate depending on the nature of the Deliverables) concerning the production, packaging and delivery of any goods or materials and/or the performance of any services.
- 6.3 You shall at all times comply with all reasonable instructions and directions of Natural England given in connection with the Order.
- 6.4 You warrant that the Deliverables will be produced or provided by appropriately qualified and trained personnel, who shall act with due competence, care and diligence and that any services that are part of the Deliverables will be provided to such high standard of quality as it is reasonable of Natural England to expect in the circumstances.
- 6.5 You warrant that the Deliverables will be of satisfactory quality and fit for the purposes for which they are required by Natural England and all Deliverables will comply in every respect with all specifications, designs or requirements provided or notified by Natural England to you.
- 6.6 You shall comply with the Joint Code of Practice for Research (available on [www.gov.uk/government/organisations/natural-england](http://www.gov.uk/government/organisations/natural-england)) if the Deliverables are research.

### 7 RIGHTS

- 7.1 You warrant that the Deliverables will be original and will not infringe any third party's IPR or be in any other way contrary to law or any relevant regulatory code. In the case of pre-existing works bought in by you and supplied as part of the Deliverables you will procure at your expense that Natural England is granted a worldwide licence to use such works for all purposes for the full terms of the relevant IPR.

### 8 OWNERSHIP OF IPR IN DELIVERABLES

- 8.1 Except in the case of pre-existing IPR which may be supplied as part of the Deliverables and where consent to include such IPR has been obtained from Natural England, Natural England shall be the owner of any and all IPR in the Deliverables and you hereby assign, by way of future assignment, such IPR upon delivery or payment of the price of the Deliverables, whichever first occurs, and, unless otherwise specified overleaf, you agree to deliver the same to Natural England and do all such things required by Natural England to effect the assignment when so requested at no further charge.

### 9 PACKAGING

- 9.1 All Deliverables must be packed securely so as to be delivered to Natural England in perfect condition and in the event that the Deliverables are not delivered in good condition it shall be deemed that they were not packed in accordance with this provision.
- 9.2 Packaging material shall be supplied free of charge and shall not be returnable unless Natural England has so agreed in writing prior to the time of delivery provided this does not conflict with any of Natural England's duties under applicable UK waste regulations.
- 9.3 Packaging shall be in accordance with any requirements specified from time to time by Natural England and all Deliverables supplied shall carry such information as is specified by Natural England. Packages containing deliverables supplied against drawings, part numbers or catalogues must be marked with the appropriate reference.

### 10 SAFE CUSTODY

- 10.1 You shall take good care of all Deliverables and any items entrusted to you by Natural England, identify all such items as Natural England's and return them to Natural England on demand.

### 11 PRICES AND PAYMENT

- 11.1 All prices specified in the Order by Natural England are and shall remain fixed and, unless provision for variation of prices is expressly stated on the front sheet of the Order form, no variation is permitted.

Unless agreed otherwise and stated on the front of the Order all expenses and disbursements are included within the price stated.

11.2 The benefit of all commissions, discounts, volume and other rebates must be passed on to Natural England

11.3 Unless otherwise stated on the front of the Order, you may not issue any invoice under the Contract until all Deliverables have been delivered to Natural England under this Contract.

11.4 Undisputed invoices will normally be paid 30 days following the last day of the month of the invoice unless otherwise agreed in writing.

## 12 INDEMNITY

12.1 You undertake to indemnify and hold harmless Natural England, its clients and their respective assigns and licensees, from and against all and any costs (including without limitation legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by them or any of their employees, agents or contractors as a result of any breach or alleged breach of your obligations, warranties, agreements and undertakings in this Contract.

## 13 CONFIDENTIALITY

13.1 You acknowledge that the Order and its subject matter are confidential to Natural England and shall not be disclosed or publicised to any third party by you for any reason without Natural England's express prior written consent.

13.2 You undertake not to use the name, logo, trademarks or other identity of Natural England (or any client of Natural England for whom the Deliverables are to be supplied) for any advertising or publicity purposes or otherwise without Natural England's express prior written consent.

13.3 You shall not without Natural England's express prior written consent copy, publicise or make available to any third party any information supplied by Natural England for the purposes of the Order.

## 14 RIGHT TO PUBLISH

14.1 You acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. Natural England shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, you hereby gives your consent for Natural England to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public.

14.2 Natural England may consult with you to inform its decision regarding any exemptions but Natural England shall have the final decision in its absolute discretion.

14.3 You shall assist and cooperate with Natural England to enable Natural England to publish this Agreement.

## 15 FREEDOM OF INFORMATION AND ENVIRONMENTAL REGULATIONS

15.1 You acknowledge that Natural England is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with Natural England (at your expense) to enable Natural England to comply with these requirements.

## 16 REJECTION OF DELIVERABLES

16.1 Notwithstanding any deemed acceptance of Deliverables and without prejudice to its statutory or common law rights, Natural England shall be entitled to reject any Deliverables before or after delivery if the same do not conform to sample or are defective in workmanship or otherwise not satisfactory, not fit for the purpose or not in accordance with the Order or any drawings or specifications supplied by Natural England

16.2 Where so rejected:

16.2.1 such Deliverables shall after notice thereof to you be held by Natural England at your sole risk and expense until you shall collect the same;

16.2.2 terminate the Contract forthwith; and

16.2.3 you will repay in full to Natural England whatever has already been paid to you in that regard unless Natural England agrees in writing to allow you to arrange prompt correction, completion or replacement of any Deliverables to Natural England's satisfaction at your own expense (including transportation charges).

## 17 INSURANCE

17.1 The risk of damage or injury to property or to third parties in the course of performance of the Contract in any part of the world (including the risk of loss or damage in transit to any of the Deliverables in your possession or control, third party risks and employer's liability insurance (or similar) in respect of all employees, agents, representatives and sub-contractors of yours who shall at your request or directions be on Natural England's premises or elsewhere at any time for or in connection with the provision of the Deliverables) shall be yours and you shall take out full indemnity insurance to cover such risks.

## 18 ASSIGNMENT AND SUB-CONTRACTING

18.1 You may not assign or sub-contract any of your rights or obligations under the Contract without the prior written consent of Natural England

## 19 TERMINATION

19.1 Without prejudice to its other rights Natural England shall have the right to cancel the Order and to terminate the Contract if:

19.1.1 you commit a breach of this Contract and fail to remedy the breach within 7 days of written notice to do so; or

19.1.2 you become insolvent, bankrupt, enter into liquidation, enter into a voluntary arrangement, appoint a receiver or such similar event save for the purposes of a solvent reconstruction or amalgamation.

## 20 CANCELLATION OR INTERRUPTION

20.1 The Order may be cancelled by Natural England at any time prior to Natural England's acceptance of all the Deliverables, upon written notice to you. In such event, Natural England will pay you, in lieu of the price specified on the front of the Order, the direct non-cancellable costs incurred up to that point by you and any direct non-cancellable costs committed to the performance of your obligations hereunder prior to such cancellation provided, however, that the total amount of such costs shall not exceed the price specified on the Order. Natural England will not be responsible to you for any cancellation fees or penalties unless provided for on the Order or in a separate written agreement in respect of the Order signed by Natural England and you.

20.2 Should Natural England or its clients be effected by a Force Majeure event, Natural England may, without incurring any additional liability to you, serve notice on you identifying the relevant event and anticipated delay and altering the date or dates for delivery of the Deliverables until the event or circumstances causing the stoppage, interruption or restriction have ceased. If delivery or performance has been suspended for any such reason Natural England shall not be liable to make any payment to you until the Deliverables are supplied. If such Force Majeure event continues for a period in excess of 6 months, either party may terminate the Agreement by notice in writing with immediate effect.

## 21 GOVERNING TERMS, LAW AND JURISDICTION

21.1 The terms included in the Order and these Conditions, and no other terms, shall govern the Contract and shall prevail over any other terms or conditions referred to orally or in correspondence between Natural England and you unless Natural England and you have negotiated other contract terms under the contract reference number printed on the Order in which case these shall prevail. 21.2 The terms of this Contract shall be interpreted in all respects in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts in all matters pertaining thereto.

21.3 Upon termination of this contract for whatsoever reason clauses 1, 4, 5, 7, 8, 12, 13, 14, 15, 16, 17 and 21 shall continue to apply between the parties for a period of 6 years from the date of such termination.

## 22. NOTICES

22.1 All notices, orders and instructions provided to you under the Order shall be regarded as properly served if sent by hand, post, fax or email to you at your address on the front of the Order.