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

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| 1. **Purchase Order Number** | To be issued by customer at contract award. | |
| 1. **Customer** | Natural England Foss House  Kings Pool  1-2 Peasholme Green  York  YO1 7PX | |
| 1. **Contractor(s)** |  | |
| 1. **Defra Group Members** | The following Defra Group members will receive the benefit of the Deliverables:  Natural England only | |
| 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 | A description of the requirements is set out in Appendix 2 – Specification / Description.  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: will be confirmed at contract award.  Date of Delivery: will be confirmed at contract award.  Packaging Instructions: will be confirmed at contract award.  Additional Delivery Instructions: will be confirmed at contract award.  Warranty Period: 12 months from delivery date. |
| **Services** | None |
| 1. **Start Date** | The intended contract start date is 09/09/2024 | |
| 1. **Expiry Date** | 31/03/2025 | |
| 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 upon receipt of the goods detailed in Appendix 2. | |
| 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  During contract period: [EES.soils@naturalengland.org.uk](mailto:EES.soils@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. | |
| 1. **Progress Meetings and Progress Reports** | Not applicable. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** EES Soils, Field Survey Design Team, Natural England [EES.soils@naturalengland.org.uk](mailto:EES.soils@naturalengland.org.uk) | Contractor: [insert *name and address of Contractor*] | | Attention: Heather Thomas  Email: [Heather.Thomas@naturalengland.org.uk](mailto:Heather.Thomas@naturalengland.org.uk) | 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 additional sustainability requirements are included in the Request for Quotation.  The Customer’s equality and diversity and inclusion policy/requirements and instructions related to equality Law and environmental policy are included in the Request for Quotation. | |
| 1. **Special Terms** | Special Term 1 – The customer reserves the right, by written notice to the supplier, to extend the contract for a period of up to 6 months. | |
| 1. **Additional Insurance** | None | |
| 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:** | |

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

Contract for the Supply of Soils Sampling Field Survey Equipment

Requirement:

The requirement is detailed in Table 1. Where appropriate, for continuity, the requirement will specify a preferred make and model. Where the preferred make and model is an essential requirement for the validity of the field survey methodology, this will be indicated by the label ‘(essential)’ in the requirement. Where the preferred make and model is desirable but not essential this will be indicated by the label ‘(desirable)’ in the requirement. The authority will accept an alternative make and model where the preferred make and model is desirable as along as the supplier can demonstrate the alternative make and model meets the full requirements of this tender.

The 31-utility probe extendable 120cm and 263 utility probe extension 94cm are required within 3 weeks of contract start date although our preference would be as soon as reasonably practicable.

Table 1 – Requirement

|  |  |  |
| --- | --- | --- |
| Product Code | Product name and specification | Number of items required |
| HIEP-48 | Utility probe extendable 120cm. Used as peat depth probe - handle and tip. | 31 |
| HI36PE | Utility Probe Extension 94cm. | 263 |

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

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| --- | --- |
|  |  |
| **[XXXX]** |
| **Contract:** |
| **Date:** | **[XXXX]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data |  |
| Subject matter of the processing |  |
| Duration of the processing |  |
| Nature and purposes of the processing |  |
| Type of Personal Data |  |
| Categories of Data Subject |  |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data |  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement |  |
| Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach |  |