Add NE Logo

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

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| 1. **Purchase Order Number** | To be confirmed | |
| 1. **Customer** | Natural England  Foss House, Kings Pool, 1-2 Peasholme Green York YO1 7PX United Kingdom | |
| 1. **Contractor(s)** | To be confirmed | |
| 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** | Description: Polaris Ranger XP Kinetic Premium EV. More details found in Appendix 2 – Specification / Description.  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address:  East Dartmoor NNR,  Yarner Wood,  Bovey Tracey,  Newton Abbot,  TQ13 9LJ  Warranty Period:  24 months from date of delivery. |
| **Services** | None |
| 1. **Start Date** |  | |
| 1. **Expiry Date** |  | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out. 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  Or  X5 the value of the contract whichever is the lower amount. | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Harry Savage  East Darmoor NNR Office, Yarner Wood, Bovey Tracey, Newton Abbot, TQ13 9LJ  +44 7391 38 11 90  [Harry.savage@naturalengland.org.uk](mailto:Harry.savage@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 (Default Option) in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  ***Default Option- 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** | The Contractor shall provide the Customer with progress reports every 2 weeks. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Harry Savage  East Darmoor NNR Office, Yarner Wood, Bovey Tracey, Newton Abbot, TQ13 9LJ  Email: [Harry.savage@naturalengland.org.uk](mailto:Harry.savage@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 health and safety policy is: | |
| 1. **Special Terms** | N/A | |
| 1. **Additional Insurance** |  | |
| 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:** | |

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

We are seeking a Polaris Ranger XP Kinetic Premium EV with the following specs & extras:

* Road legal
* Two years warranty
* 140 lb.-ft. Torque
* 14.9 kWh Lithium-Ion Battery
* Factory-Installed 3 kW On-Board Charger
* 29" Pro Armor X-Terrain Tires and 14" Wheels
* 14” Ground Clearance
* LED Headlights
* Full-Coverage Front Bumper
* 12V Cargo Box Power Port with Integrated Dash Switch
* 1,250 lb. (567 kg) Box Capacity & 2,500 lb. Towing Capacity
* Full cab kit (roof, rear panel, crank window doors)
* Windshield with washer and wiper system
* Rear view mirror
* Polaris Pro HD 6,000 Lb. Winch
* Heavy Duty brush guards front & rear
* High clearance A-Arms front & rear

We would like the unit delivered to our office. (East Dartmoor NNR Office, Yarner Wood, Bovey Tracey, Newton Abbot, TQ13 9LJ)

**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 |  |