Add NE Logo

1. ***(Blue) Internal guidance note that must be deleted before circulating.***
2. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***
3. *This Order and the accompanying Terms and Conditions are to be used for medium value (£10-50K) contracts for relatively simple purchases of goods and/or services.*
4. *Except as permitted in this Order the Terms and Conditions are not intended to be varied or negotiated in any way.*
5. *For complex goods/services or long term service arrangements, please use one of the other Standard Template documents as appropriate. The Decision Tree document found at [link] will help you determine the appropriate Standard Template document to use.*
6. *Section 21 of this Order contains guidance and options to select in respect of applicable data sharing/processing provisions depending on the level of sharing or processing of personal data you anticipate the supplier will be carrying out.*

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** |  | |
| 1. **Customer** | Natural England  Moss Side Farm  Cheshire to Lancashire Area Team | |
| 1. **Contractor(s)** |  | |
| 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:** |
| **Services** | Moss Side Farm Peatland Restoration Works Vets and Booths Fields |
| 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 by BACS on receipt of invoice. | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** |  | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Chris Evans  or, in their absence,  Stephen Ormerod | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  or, in their absence, | |
| 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** | * The Contractor shall attend progress meetings with the Customer as required. * The Contractor shall provide the Customer with progress reports as required. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Chris Evans  Moss Side Farm  Email:  christopher.evans@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: | |
| 1. **Special Terms** |  | |
| 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:** | |

|  |  |
| --- | --- |
| 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)***]

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**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 |  |