Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | [**Insert** Customer's purchase order number | |
| 1. **Customer** | Natural England  Foss House, Kings Pool, 1-2 Peasholme Green York YO1 7PX United Kingdom | |
| 1. **Contractor(s)** | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered)]* | |
| 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: Livestock trailer to be towed behind 4x4 type vehicle. More details found in Appendix 2 – Specification/Description.  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address:  Lower Penrose Veor Farm,  St. Dennis,  St.Austell,  PL26 8DB  Date of Delivery: Before 17th January 2025  Additional Delivery Instructions:  W3W: ///spell.thorax.oxidation  On arrival, please make contact with members of the team in the office, or contact our on-call number on 07500052948.  Warranty Period: **12 months from delivery** |
| **Services** | None |
| 1. **Start Date** | *[****Insert*** *Day Month Year]* | |
| 1. **Expiry Date** | *[****Insert*** *Day Month Year]* | |
| 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  Ben Thomas  Goss Moor NNR Farm Manager  Devon, Cornwall and Isles of Scilly Area Team  Natural England  Lower Penrose Veor Farm, St Dennis, Cornwall. PL26 8DB  [ben.thomas@naturalengland.org.uk](mailto:ben.thomas@naturalengland.org.uk)  07584008676  or, in their absence,  Beth Lloyd-Davies (she/her)  Senior Reserves Manager (Goss Moor and Golitha Falls)  Devon, Cornwall and Isles of Scilly Area Team  Natural England  Lower Penrose Veor Farm, St Dennis, Cornwall. PL26 8DB  [Elizabeth.lloyd-davies@naturalengland.org.uk](mailto:Elizabeth.lloyd-davies@naturalengland.org.uk)  07341 048 068 | |
| 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:** | | Ben Thomas  Farm manager  Lower Penrose Veor Farm, St Dennis, Cornwall. PL26 8DB  Ben.thomas@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:** | |

|  |  |
| --- | --- |
| 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 have a requirement for a 12ft stock box to transport cattle and ponies around Goss Moor NNR reserve. We currently use a stock trailer that is 12ft long and has a maximum gross weight of 3500kg. However it has no slurry tank integrated so would like to replace with a new trailer. We do not need sheep decks.

* Road legal
* One year warranty
* 12ft in length
* Twin axle
* Maximum gross weight of 3500kg
* Full LED lighting preferential
* Side vents in top and middle row
* Fold down front ventilation door
* Internal cattle gate
* Slurry tank sump
* Spare wheel with tyre
* Ramp to load cattle

We would like the trailer delivered to the Lower Penrose Veor Farm, St Dennis, St Austell, Cornwall, PL26 8DB.

**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 |  |