



National Highways Limited
Nursery Supplies

Form of Agreement

THIS AGREEMENT is made the [3rd] day of [April] 2023

PARTIES:

1. **NATIONAL HIGHWAYS LIMITED** (company number 09346363) whose registered address is Bridge House, 1 Walnut Close, Guildford, Surrey GU1 4LZ ("the *Purchaser*"); and
2. **GREENWOOD PLANTS LTD** a company incorporated in and in accordance with the laws of the United Kingdom having as its registered number 10136546 and its registered office at Fresh Acres Nursery, Yapton Lane, Walberton BN18 0AS ("the *Supplier*").

RECITALS

- (A) In response to the *Purchaser's* invitation to tender, the *Supplier* has submitted a tender to Provide the Goods under the *Purchaser's* 'Nursery Supplies Contract' in conformity with the Conditions of Contract, the Contract Data, the Framework Information and the Scope.
- (B) The *Purchaser* has accepted the *Supplier's* tender by letter dated 13th March 2023 and now wishes to appoint the *Supplier* on the terms of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- 1.1 In this Agreement (including the Recitals) words and expressions have the same meaning given to them in the Conditions referred to below.
- 1.2 The Conditions of Contract are
 - the clauses of the NEC4 Framework Contract (June 2017 with amendments January 2019 and October 2020) (including the Z clauses detailed in the Framework Contract Data) and
 - the Z clauses detailed in the Work Order Contract Data of the NEC4 Supply Short Contract (June 2017 with amendments January 2019 and October 2020).

2. Agreement

- 2.1. In consideration of the *Purchaser* making payment in accordance with the Conditions, the *Contractor* hereby agrees to Provide the Goods in accordance with this Agreement.

3. Documents

- 3.1 The documents forming part of this Agreement are:
 1. the *conditions of contract*
 2. Contract Data Parts One and Two
 3. the *Scope*
 4. the *Supplier's tender*
 5. the *price list*
 6. the *Quality Submission* and the *Social Value Submission*

7. other documents referred to in the documents listed above.
- 3.2. The several documents forming part of this Agreement are to be taken as mutually explanatory of one another.

4. Publication of Information

- 4.1. The *Supplier* acknowledges that the *Purchaser* is obliged to publish the provisions of this framework contract in accordance with the Crown Commercial Service note entitled "*Publication of Central Government Tenders and Contracts*" dated November 2017 (or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018. The *Purchaser* shall consult with the *Supplier* before deciding whether information is exempt, but the *Supplier* shall acknowledge that the *Purchaser* has the final decision. The *Supplier* shall co-operate with and shall assist the *Purchaser* to publish this Agreement in accordance with the *Purchaser's* obligation.

Delivered on the date of this document.

Executed by the *Supplier*

by [REDACTED]

(print name of Director)

[REDACTED]

signature of Director

REDACTED

and [REDACTED]

(print name of Director/Company Secretary)

[REDACTED]

signature of Director/Company Secretary

Executed by NATIONAL HIGHWAYS
LIMITED by DAVID STONE

POWERMENT OFFICER

[Signature]

Authorised Signatory

