Add NE Logo

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

|  |  |  |
| --- | --- | --- |
| 1. **Purchase Order Number** | To be confirmed | |
| 1. **Customer** | Natural England | |
| 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** | The Goods are to be Delivered in accordance with the following instructions:  *Delivery Address: Derbyshire Dales NNR, Deepdale Business Park, Bakewell, Derbyshire. DE45 1GT*  *Date of Delivery: TBC – supplier to state delivery lead time*  *Packaging Instructions: Stakes are to be appropriately packaged for secure delivery in good condition for immediate use.* |
| **Services** | None. |
| 1. **Start Date** | *21/008/2024* | |
| 1. **Expiry Date** | *31/10/2024* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out as in the Commercial Response. Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made within 28 days of receipt of invoices. Invoices for goods delivered should be issued within one calendar month of each delivery, via email, to [Kathryn.cox@naturalengland.org.uk](mailto:Kathryn.cox@naturalengland.org.uk). Invoices should cite a valid PO number and the reference: LIFE19/NAT/UK/000147. | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** | A sum up to £5,000,000. | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Mark Young – [mark.young@naturalengland.org.uk](mailto:mark.young@naturalengland.org.uk)  or, in their absence,  Kathryn Cox – [Kathryn.cox@naturalengland.org.uk](mailto:Kathryn.cox@naturalengland.org.uk) | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  To be confirmed  or, in their absence,  To be confirmed | |
| 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:** | **Contractor:** | | Natural England  Attention: Mark Young  Email: mark.young@naturalengland.org.uk | To be confirmed  Attention:  Email: | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** |  | |
| 1. **Special Terms** | Not applicable. | |
| 1. **Additional Insurance** | Not applicable. | |
| 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: | Name: |
| 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**

To be confirmed.

**Appendix 3: Charges**

To be confirmed.

**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 |  |