



Department
for Environment
Food & Rural Affairs

Defra Group Commercial

T: 03459 335577
helpline@defra.gsi.gov.uk
www.gov.uk/defra

Wild Wings Ecology

Your ref: ITTs_ 5218,
5219, 5220, 5221, 5222,
5223 & 5224
Our ref: ecm_54411
Date: 8 March 2019

Dear

Award of contract for the supply of Bats in Churches - Management Plan Design and Implementation, Lots 7, 8, 9, 10, 11, 12 and 13.

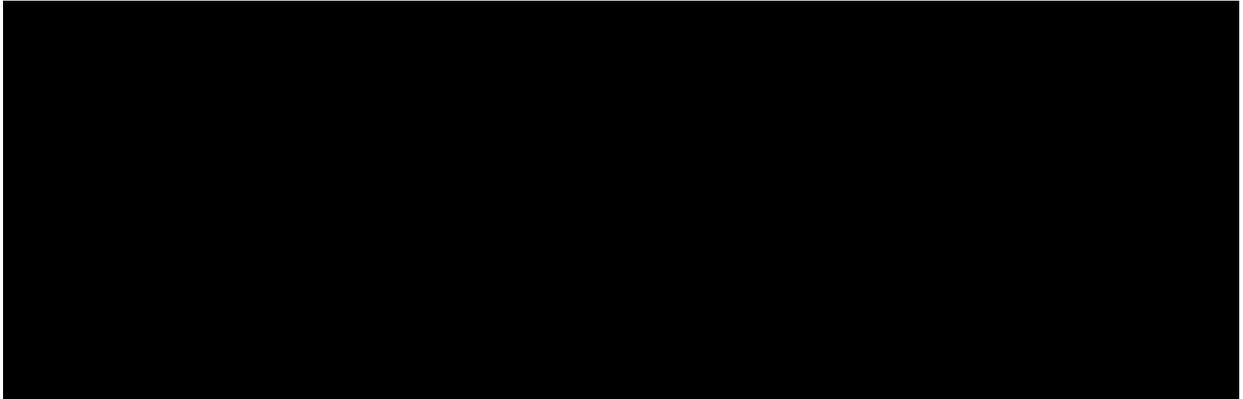
Following your proposal for the supply of Management Plan Design and Implementation for Lots 7, 8, 9, 10, 11, 12 and 13 within the Bats in Churches project to Natural England, we are pleased to award this contract to you.

This letter (Award Letter) and its Annexes set out the terms of the contract between Natural England as the Customer and Wild Wings Ecology as the Contractor for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Contractor terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

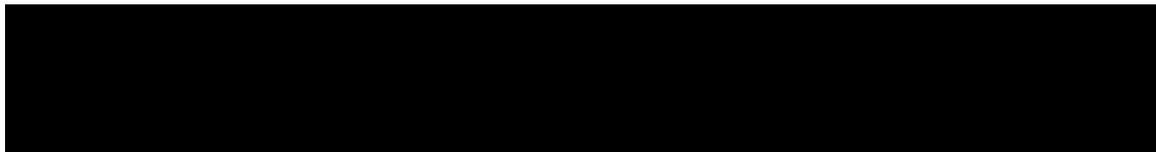
For the purposes of the Agreement, the Customer and the Contractor agree as follows:

- 1) The Services shall be performed at the Contractor's premises and All Saints Church, Toftrees (Lot 7), St Mary's, Gayton Thorpe (Lot 8), All Saints' Church, Thornham (Lot 9), Holy Trinity Church, Great Hockham (Lot 10), Wiggshall St Mary the Virgin Church (Lot 11), St Remigius Church, Dunston (Lot 12) and St Peter Church, Guestwick (Lot 13).

- 2) The charges for the Services shall be as set out in Schedule 2.
- 3) The specification of the Services to be supplied is as set out in Schedule 1.
- 4) The Term shall commence on 1 April 2019 and the Expiry Date shall be 31 March 2023.
- 5) The address for notices of the Parties are:



- 6) The following persons are Key Personnel for the purposes of the Agreement:



- 7) The Customer may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Contractor shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

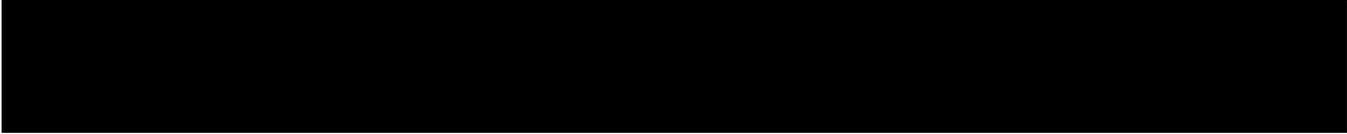
Payment

All invoices should be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.neg@sscl.gov.uk or Shared Services Connected Limited, PO Box 790, Phoenix House, Celtic Springs Business Park, Newport, Gwent, NP10 8FZ. Within 10 Working Days of receipt of your acceptance of this letter via Bravo, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section

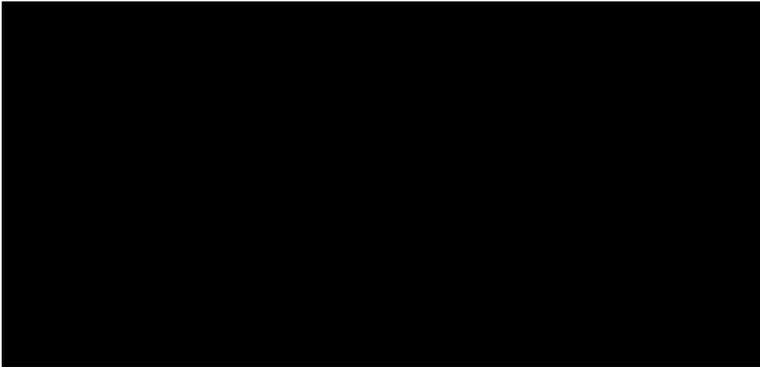
either by email to Accounts-Payable.neg@sscl.gov.uk or by telephone 0845 603 7262 between 09:00-17:00 Monday to Friday.

Liaison



We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods. Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000. Acceptance of the offer comprised in this Agreement must be made within 7 days from the date of this Award Letter and the Agreement is formed on the date on which the Contractor communicates acceptance on the Customer's electronic contract management system ("Bravo"). No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

Yours sincerely,





Department
for Environment
Food & Rural Affairs

Short Form Contract

Contract for Bats in Churches – Management Plan, Design and Implementation

Tender Reference: ITTs_5211, 5218, 5219, 5220, 5221, 5222,
5223 & 5224

Lot 7 All Saints Church, Toftrees, Lot 8 St Mary's, Gayton
Thorpe, Lot 9 All Saints' Church, Thornham, Lot 10 Holy Trinity
Church, Great Hockham, Lot 11 Wiggshall St Mary the Virgin
Church, Lot 12 St Remigius Church, Dunston, Lot 13 St Peter
Church, Guestwick

Contract Reference ecm_54411

April 2019



Contents

BACKGROUND	7
1. Definitions and Interpretation	7
2. Contract and Contract Term	10
3. Price and Payment	11
4. Extension of the Contract	11
5. Warranties and Representations	12
6. Service Standards	13
7. Termination.....	14
8. Consequences of Expiry or Termination.....	14
9. Liability, Indemnity and Insurance.....	15
10. Confidentiality and Data Protection.....	16
11. Freedom of Information.....	21
12. Intellectual Property Rights	21
13. Prevention of Corruption and Fraud.....	21
14. Discrimination	22
15. Environmental and Ethical Policies	22
16. Health and Safety	22

17.	Monitoring and Audit	22
18.	Transfer and Sub-Contracting	23
19.	Variation.....	23
20.	Dispute Resolution	24
21.	Supplier’s Status	25
22.	Notices	25
23.	Entire Agreement.....	25
24.	Third Party Rights	25
25.	Waiver.....	26
26.	Publicity.....	26
27.	Force Majeure.....	26
28.	Governing Law and Jurisdiction	26
29.	Electronic Signature	27
	SCHEDULE 1 - SPECIFICATION OF SERVICES.....	28
	SCHEDULE 2 - PRICES.....	35
	SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS.....	56
	SCHEDULE 4 – TRAVEL AND SUBSISTENCE.....	58

THIS CONTRACT is dated

BETWEEN

NATURAL ENGLAND of Foss House, Kings Pool, 1-2 Peasholme Green, York YO1 7PX (the “**Authority**”); and

Wild Wings Ecology Ltd registered in England and Wales under number 11682642 whose registered office is The Enterprise Centre, University of East Anglia, Norwich Research Park, Norwich, Norfolk, NR4 7TJ (the “**Supplier**”)

(each a “**Party**” and together the “**Parties**”).

BACKGROUND

- a) The Authority requires the services set out in Schedule 1 (the “**Services**”).
- b) The Authority has awarded this contract for the Services to the Supplier and the Supplier agrees to provide the Services in accordance with the terms of the contract.

AGREED TERMS

1. Definitions and Interpretation

1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: www.naturalengland.org.uk

‘**Contract Term**’: the period from the Commencement Date to the Expiry Date.

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 2 of the Public Contracts Regulations 2015.

‘**Controller**’: has the meaning given in the GDPR.

‘**Data Loss Event**’: any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

‘**Data Protection Impact Assessment**’: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

‘**Data Protection Legislation**’: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent

that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.

'Data Protection Officer': has the meaning given in the GDPR.

'Data Subject': has the meaning given in the GDPR.

'Data Subject Request': a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

'Default': a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

'Dispute Resolution Procedure': the dispute resolution procedure set out in Clause 20.

'DPA 2018': the Data Protection Act 2018.

'Force Majeure': any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier's supply chain.

'Fraud': any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

'GDPR': the General Data Protection Regulation (Regulation (EU) 2016/679).

'Good Industry Practice': standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

'Goods': all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

'Intellectual Property Rights': any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and

procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites.

‘IP Materials’: all Intellectual Property Rights which are:

- a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

‘Law’: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Party is bound to comply.

‘LED’: Law Enforcement Directive (Directive (EU) 2016/680).

‘Personal Data’: has the meaning given in the GDPR.

‘Personal Data Breach’: has the meaning given in the GDPR.

‘Price’: the price for the Services set out in Schedule 2.

‘Processor’: has the meaning given in the GDPR.

‘Protective Measures’: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

‘Replacement Supplier’: any third party supplier of services appointed by the Authority to replace the Supplier.

‘Staff’: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

‘Sub-contract’: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

‘Sub-contractor’: third parties which enter into a Sub-contract with the Supplier.

‘Sub-processor’: any third party appointed to process Personal Data on behalf of the Supplier related to this Contract.

‘Valid Invoice’: an invoice containing the information set out in Clause 3.3.

'VAT': Value Added Tax.

'Working Day': Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

- a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b) words importing the masculine include the feminine and the neuter;
- c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- f) references to the Services include references to the Goods;
- g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2. Contract and Contract Term

2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the "**Services**") in accordance with the terms and conditions of the Contract.

2.2 The Contract is effective on 1 April 2019 (the "**Commencement Date**") and ends on 31 March 2023 (the "**Expiry Date**") unless terminated early or extended in accordance with the Contract.

3. Price and Payment

3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.

3.2 The Authority shall:

- a) provide the Supplier with a purchase order number ("**PO Number**"); and
- b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.

3.3 A Valid Invoice shall:

- a) contain the correct PO Number;
- b) express the sum invoiced in sterling; and
- c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.

3.4 The Supplier shall submit invoices to the Authority at the following addresses: Accounts-Payable.neg@sscl.gse.gov.uk or SSCL AP, Natural England, PO Box 790, Newport Gwent, NP10 8FZ

3.5 The Supplier acknowledges that:

- a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
- b) invoices which do not include the information set out in Clause 3.3 will be rejected.

3.6 Any late payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.

3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4. Extension of the Contract

4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to six months.

5. Warranties and Representations

5.1 The Supplier warrants and represents for the Contract Term that:

- a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
- b) the Contract is executed by a duly authorised representative of the Supplier;
- c) in entering the Contract it has not committed any Fraud;
- d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
- e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- j) it will comply with its obligations under the [Immigration, Asylum and Nationality Act 2006](#).

5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

- a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and

- c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6. Service Standards

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
 - a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or
 - b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.

7. Termination

- 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
- 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
- a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the [Mental Health Act 1983](#);
 - b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the [Insolvency Act 1986](#), or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
 - c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
 - d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
 - e) subject to Clause 7.3, the Supplier commits a Default;
 - f) there is a change of control of the Supplier; or
 - g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).
- 7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8. Consequences of Expiry or Termination

- 8.1 If the Authority terminates the Contract under Clause 7.2:
- a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and

- b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).
- 8.2 On expiry or termination of the Contract the Supplier shall:
- a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
 - b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.
- 8.3 Save as otherwise expressly provided in the Contract:
- a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9. Liability, Indemnity and Insurance

- 9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence;
 - b) Fraud or fraudulent misrepresentation; or
 - c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.
- 9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.
- 9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.

9.4 Subject to Clause 9.1:

a) neither Party is liable to the other for any:

(i) loss of profits, business, revenue or goodwill;

(ii) loss of savings (whether anticipated or otherwise); and/or

(iii) indirect or consequential loss or damage

b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 2x the value of the Contract whichever is the lower amount.

9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.

9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

10. Confidentiality and Data Protection

10.1. Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

- 10.2. Clause 10.1 shall not apply to any disclosure of information:
- a) required by any applicable law;
 - b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract;
 - c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
 - d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.
- 10.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in Schedule 3. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.
- 10.4. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 10.5. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- a. a systematic description of the envisaged processing operations and the purpose of the processing;
 - b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 10.6. The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a. process that Personal Data only in accordance with Schedule 3 unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;

- b. ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- c. ensure that:
 - (i) the Staff do not process Personal Data except in accordance with this Contract (and in particular Schedule 3);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Supplier's duties under this clause;
 - B. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d. not transfer Personal Data outside of the European Union unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with the GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

- (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
 - e. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data.
- 10.7. Subject to clause 10.8 the Supplier shall notify the Authority immediately if, in relation to any Personal Data processed in connection with its obligations under this Contract, it:
- a. receives a Data Subject Request (or purported Data Subject Request);
 - b. receives a request to rectify, block or erase any Personal Data;
 - c. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d. receives any communication from the Information Commissioner or any other regulatory authority;
 - e. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f. becomes aware of a Data Loss Event.
- 10.8. The Supplier's obligation to notify under clause 10.7 shall include the provision of further information to the Authority in phases, as details become available.
- 10.9. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation in relation to any Personal Data processed in connection with its obligations under this Contract and any complaint, communication or request made under Clause 10.7 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- a. the Authority with full details and copies of the complaint, communication or request;
 - b. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

- c. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
- d. assistance as requested by the Authority following any Data Loss Event;
- e. assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.

10.10. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 10. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- a. the Authority determines that the processing is not occasional;
- b. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- c. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

10.11. The Supplier shall allow for audits of its Personal Data processing activity by the Authority or the Authority's designated auditor.

10.12. Each Party shall designate its own Data Protection Officer if required by the Data Protection Legislation.

10.13. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:

- a. notify the Authority in writing of the intended Sub-processor and processing;
- b. obtain the written consent of the Authority; and
- c. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 10 such that they apply to the Sub-processor; and.
- d. provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.

10.14. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-processors.

- 10.15. The Authority may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 10.16. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Officer.
- 10.17. This clause 10 shall apply during the Contract Term and indefinitely after its expiry.

11. Freedom of Information

- 11.1. The Supplier acknowledges that the Authority is subject to the [Freedom of Information Act 2000](#) and the [Environmental Information Regulations 2004](#) (the "Information Acts") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.
- 11.2. If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12. Intellectual Property Rights

- 12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.
- 12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13. Prevention of Corruption and Fraud

- 13.1. The Supplier shall act within the provisions of the [Bribery Act 2010](#).
- 13.2. The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.

- 13.3. The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14. Discrimination

- 14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.
- 14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15. Environmental and Ethical Policies

- 15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

16. Health and Safety

- 16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.
- 16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.
- 16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.
- 16.4 The Supplier shall comply with the requirements of the [Health and Safety at Work etc Act 1974](#), and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.
- 16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

17. Monitoring and Audit

- 17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.
- 17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied

under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.

- 17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18. Transfer and Sub-Contracting

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.

- 18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:

- a) remain responsible to the Authority for the performance of its obligations under the Contract;
- b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
- c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
- d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.

- 18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- b) any private sector body which performs substantially any of the functions of the Authority.

- 18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19. Variation

- 19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "**Variation**").

- 19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.
- 19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:
- a) allow the Supplier to fulfil its obligations under the Contract without the Variation; or
 - b) refer the request to be dealt with under the Dispute Resolution Procedure.

20. Dispute Resolution

- 20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.
- 20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 20.5 A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.
- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21. Supplier's Status

- 21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22. Notices

- 22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23. Entire Agreement

- 23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

24. Third Party Rights

- 24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

25. Waiver

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
- 25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26. Publicity

- 26.1 The Supplier shall not without Approval:
- a) make any press announcements or publicise the Contract or its contents in any way; or
 - b) use the Authority's name or logo in any promotion or marketing or announcement.
- 26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

27. Force Majeure

- 27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.
- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28. Governing Law and Jurisdiction

- 28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and

the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

29. Electronic Signature

- 29.1 Acceptance of the award of this contract will be made by electronic signature carried out in accordance with the 1999 EU Directive 99/93 (Community framework for electronic signatures) and the UK Electronic Communications Act 2000.
- 29.2 The Contract is formed on the date on which the Supplier communicates acceptance on the Authority's electronic contract management system ("**Bravo**").
- 29.3 No other form of acknowledgement will be accepted.

SCHEDULE 1 - SPECIFICATION OF SERVICES

1. SUPPLIER'S OBLIGATIONS

The Supplier shall:

- a) in providing the Services, co-operate fully, and procure that its Staff co-operate fully with the Authority's employees, agents and sub-contractors; and
- b) in the event of the Supplier not being able to perform the Services, or any part thereof, immediately inform the Authority giving details of the circumstances, reasons and likely duration. Nothing in this clause 1(b) shall in any way alter, modify, relieve, or in any other way vary the Supplier's obligation to provide the Services.

2. AUTHORITY OBLIGATIONS

In order to enable the Supplier to comply with its obligations under the Contract the Authority shall:

- a) use reasonable endeavours to co-operate with the Supplier and provide the Supplier with such information and assistance as the Supplier may reasonably require;
- b) provide all water and electricity reasonably and properly required by the Supplier whilst carrying out Services at the Authority's offices; and
- c) provide such storage facilities as set out in the Contract. Any storage provided for the Supplier's assets under this clause 2(c) of Schedule 1 shall be at the Supplier's own risk.

Specification

Suppliers will be professional bat ecologists who will work closely with each of the churches to gather ecological and social information to help facilitate the planning and implementation of approaches to solving the conflict between bats and people at these most impacted churches.

At each church, the supplier will be expected to gain a full understanding of the issues being faced by the church communities, including the physical and social impacts caused by bats as well as a full understanding of how bats are using the building as roosts.

The work will involve significant time on site and will include meetings with Parochial Church Council (PCC) members, e.g. the Churchwardens. These meetings can be chaired and facilitated by Bats in Churches project staff (Heritage Adviser) but the suppliers will be expected to develop a positive working relationship with church representatives.

The supplier will use the ecological and social information they gather at the initial meetings and during ecological surveys to devise a range of options for reducing the impact of bats at the church over the course of the Bats in Churches project. The solutions presented will be designed in the context of the outcomes of the project and existing regulatory mechanisms, e.g. the Bats in Churches Class Licence.

Church representatives, project staff and the supplier will work together to select a preferred approach from the suggested options. The supplier will then create a management plan around the preferred approach and submit a BiCCL site registration form to Natural England. They will also provide advice (e.g. a detailed statement of works, including specifications, drawings/photos and timescales) to the BiC Heritage Adviser and PCC representatives, architects and Diocesan Advisory Committee (DAC), so that the PCC is able to submit any planned works for faculty permission in line with the requirements of the management plan and to the appropriate timescale.

Execution of the management plan will follow over the remainder of the project (to latest autumn 2023) and will also fall under this contract. Securing permission, enlisting suppliers and execution of capital works will largely fall to the PCC, working under agreement with the BiC project. However all ecological elements will fall under this contract, so the supplier will need to work closely with the PCC. This includes supervision of works, procurement of specific technical equipment (e.g. bespoke bat boxes, or deterrents), post intervention monitoring, annual BiC Class Licence monitoring and returns, and final reporting.

We are inviting bids for some or all of the 17 churches identified. Tenderers will be required to state which locations they wish to bid for and provide a quote for each location in the commercial envelope. Bids will be evaluated for each location separately, and one contract may be awarded for all one, some or all locations.

Suppliers will carry out all necessary bat surveys and preparation to support a full site registration application under the Bats in Churches Class Licence. The application must be completed and submitted to Natural England before capital works commence (the licence has a 30 day turnaround time).

Solutions proposed might involve specialist management techniques highlighted by the bats in churches class license, the use of physical barriers and / or deterrents installed into the church to keep the bats away from sensitive areas; All monitoring of capital works must comply with the Bats in Churches Class Licence monitoring guidelines. Design and implementation of solutions must be done by working closely with the BiC Heritage Adviser, the PCC representatives, DAC advisers, Historic England regional advisers and church architects. In particular any work requiring faculty permission, listed building consent or planning permission will require careful co-ordination and good communication (PCCs will lead on this, but the supplier will need to ensure their work provides the information required in a timely fashion and that timescales for management work build in time to gain permissions).

Accreditations

Suppliers for this contract will be required to already be or become a Registered Consultant for the Bats in Churches Class Licence.

Church locations

The work is required at the following churches:

ITT Lot	Church code	Grid Ref	Name of Church	County
Lot 7	626563	TF 8978 2757	All Saints, Toftrees	Norfolk
Lot 8	626642	TF 7449 1852	St Mary's, Gayton Thorpe	Norfolk
Lot 9	626592	TF 7336 4344	All Saints' Thornham	Norfolk
Lot 10	626447	TL 9507 9209	Holy Trinity, Great Hockham	Norfolk
Lot 11	N/A CCT Premise	TF 5826 1440	Wiggenhall St Mary the Virgin	Norfolk
Lot 12	626366	TG 2285 0224	St Remigius, Dunston	Norfolk
Lot 13	626182	TG 061 270	St Peter, Guestwick	Norfolk

Working with bat volunteers

The Bats in Churches project aims to recruit and train volunteers to help support church communities with their bats. The objective is to produce a sustainable network of skilled volunteers able to support churches in order to ensure a future legacy beyond the funded project. As part of this aim we would like the supplier to be in touch with the bat group local to each church and where possible invite bat or mammal group volunteers along to help with surveys and where appropriate be present at discussions around management. This has multiple benefits:

- Ensures that the supplier gains any relevant information already collected by volunteers on bats at the church/in the area or existing relationships with the church
- Allows supplier and volunteers to learn from each other
- Allows the supplier to reduce survey costs, where volunteers are willing and able to assist in surveys
- Garners local bat group support and buy-in to the management measures, and takes views into account
- Gives volunteers an enjoyable experience
- Allows volunteers to learn the BiCCL annual monitoring method, to allow them to take over annual surveys after the end of the project to ensure longer-term learning.

However working with volunteers is not without its risks, so suppliers will have to gauge this relationship and use it appropriately. In particular sensitivity is required around their role in discussions with the PCC, so that confusion and conflict don't arise. Equally the supplier must ensure that volunteers are gaining from the experience.

All volunteer numbers and hours must be logged and reported. Volunteer expenses can be reimbursed directly by the project.

List of activities required

1. Activity 1 - Development of management proposals (2019):

- Initial meeting (suggested three hours) – suppliers will attend an initial face to face meeting with the church PCC. The meeting will be organised by the supplier and chaired by the Project Heritage Adviser. The purpose of the meeting is to gain a good understanding of the needs and requirements of the church representatives, to provide information about the project and the constraints around any solutions that can be offered and to answer questions. It will be a good opportunity to enable the supplier to initiate and build a relationship with the Churchwarden and PCC. The Historic England regional officer, DAC secretary and church architect should also be invited to join this meeting.
- Daytime inspection (suggested five hours and could be carried out same day as initial meeting) – a full day time 'light touch' survey of church will be carried out to gather data (species information, impacts, photos, observations) on the building, its monuments, areas of particular sensitivity and bat usage. The format of the 'light touch' survey will be standardised and report form provided.
- Bat surveys – a full suite of nocturnal bat surveys will be conducted at each church to build a full picture of how bats are using the building. This will involve at least three

night time surveys and one dawn bat survey in-line with the bats in churches survey criteria. Surveys must enable identification of main entry/exit points and roost locations and observations of bat behaviour.

- Progress meeting (suggested four hours approx.) – carried out towards end of survey period or when surveys are complete. Purpose of meeting is for results and suggested solutions to be discussed with PCC, Historic England (HE) regional adviser, church architect, DAC secretary and BiC Heritage Adviser, and to agree/finalise a preferred approach to tackling the issue.
- Reporting to include
 - Full ecological report with a summary of bat survey data and a complete picture of how bats are utilising the church. Includes floor plans of the church, internal and external photographs, entry / exit points identified for each species, assessment of the impacts caused by bats. Heritage consultants will be writing a statement of significance for the church, which will be available by the end October and can be referenced in this report.
 - Presentation of all bat management options considered and the reasons why non favoured options were rejected. Favoured option presented in detail and fully costed (including all works and monitoring) – this should be presented in a format which can be copied into this contract to specify future implementation. Report to include a record of meetings and opinions presented by the PCC, DAC, HE and architect etc.
 - Statement of works – a summary of the capital works, their specifications, cost and timings needs to be included, as this will need to be supplied as part of seeking faculty permissions/listed building consents. This must include clear diagrams, plans, photos, costs and any architect’s specifications for work and materials. The supplier may need to seek architect’s expertise to draw up these proposals. Where this is required they will need to communicate this early to the BiC Heritage Adviser, including how much/what input is required, so that the BiC Heritage Adviser can contract this work to feed into the statement in a timely fashion.
 - Site registration form for Bats in Churches Class Licence application completed and submitted to Natural England for assessment.
 - Faculty Permissions – work with PCC and ecclesiastical architect to ensure faculty permissions for proposed approach are obtained (process expected to be managed by PCC members but supplier will assist).
 - Volunteer numbers and hours contributed.
- Architect consultation – provide plans and details of approach to ecclesiastical architect for comment and sign-off.

2. Activity 2 - Implementation of the agreed plans (2020-23)

As the plans have not yet been designed or agreed, it is accepted that the need for surveys or their complexity during the period of 2020-2023 remains unclear at this stage. However total price for the annual monitoring surveys (2 x activity surveys of the whole building May-Aug, including any T&S (2020 to 2023) has been provided for comparative costings.

Suppliers have provided an annual hourly rate. This contract will be reviewed annually to agree the next year quote, using the hourly rates provided as a guide.

This phase of the work will require the following work:

- Update contract with BiC project staff to include surveys/monitoring required for management works.
- Liaison with church PCC to co-ordinate work and monitoring of work.
- Supervision, input to and monitoring of any management works as required by the management plan
- Annual BiC CL surveys and reporting. These will need to fulfil the requirements of the BiCCL; namely 2 x activity surveys of the whole building in the pre and post maternity periods, between May-August. Annual BiCCL returns need to be submitted to Natural England as part of the licence.
- Final project report – this will be an update of the management plan report produced in the first phase of the project but will also include monitoring results, details and photos of the work undertaken, and conclusions to date. This report will be uploaded to the BiC website as a case study to provide learning and information to other professionals working on bats in churches in future. A version of the report with all sensitive information removed will need to be supplied for this purpose.

Budget Cap for Management Plan Implementation

The total cost of the capital works and ecologist fees for Activity Two, the implementation of the agreed plans, must be on average £38,888 (excl VAT or £46,666 including VAT) and must not exceed £42,000 (excl VAT or £50,400 including VAT).

Please note that:

- Should radio tagging be recommended within the Site Registration form the costs is excluded from the cost outlined above. However, please note that costs for radio tagging must not exceed £15,000 per church (excl VAT or £18,000 including VAT).
- Radio tagging will only be expected to be required at fewer than half of the above churches, so should only be recommended where the risks to bat Favourable Conservation Status is highest.
- The costs outlined above do not include the work required to prepare the management plan (i.e. work in 2019 for Activity 1).

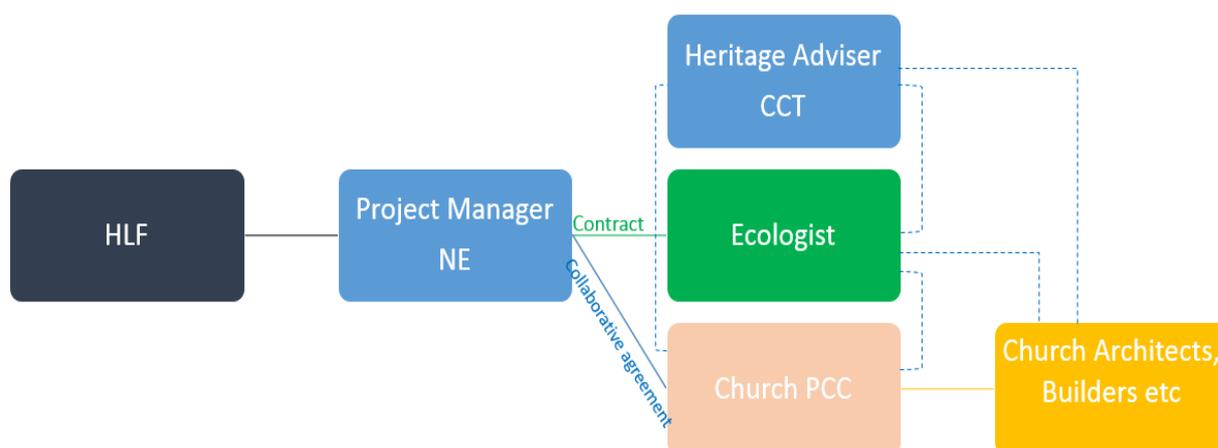
Working relationships

Suppliers will work closely with and receive support from Bats in Churches project staff including:

- **Project Manager** – Role based at Natural England. The PM will evaluate, let and project manage this contract. Supplier will report to the Project Manager. Annual contract review will be agreed with the PM.
- **Heritage Adviser** – Role based in Churches Conservation Trust. The Heritage Adviser will be responsible for keeping an oversight of and providing advice on all capital works at project churches. They will write the specifications of work to be undertaken by PCCs. As part of this they will need to be present at all meetings with the PCC in designing the management plans and will be the main point of contact between the project and the supplier. They will ensure that heritage needs are met and will support the PCC to implement their capital works in line with the ecologist's management plan.

- **Engagement Officer** – roles based in the Church of England. The Engagement Officer will work with church communities to support them in delivering their activity plans at each church. The supplier will need to include them in conversations and site meetings so they understand the planned works, so that community activities can work successfully alongside capital works.
- **Volunteer & training Officer** – role based at the Bat Conservation Trust. The Volunteer & training Officer will be responsible for running mainly bat related volunteer engagement and training, but will be a point of contact for information on bat groups and bat volunteers.

The supplier is also expected to work closely with PCC representatives, the church architect, builders contracted by the PCC and DAC officials as required. A schematic of the relationship is shown in figure 1.



Solid lines are cash flow/contractual arrangements

Dashed lines are work collaborations

Blue boxes are BiC staff roles

Figure 1. Schematic showing working relationships for carrying out capital works at a church level.

Timings of contract

Period	Description
March 2019	Contracts Issued
1 April 2019	Contract Starts
April 2019	Inception teleconference between suppliers and project staff.
May 2019	Initial meetings and day time surveys at churches – face to face meetings at the pilot churches. Light touch survey undertaken.
May – August 2019	Bat surveys. Full suite of bat surveys undertaken at each church, in-line with Bats in Churches Class Licence survey criteria.
September 2019	Progress call with Heritage Adviser and/or Project Manager.
September – October 2019	post survey meetings at churches with PCC, DAC secretary, HE adviser, BiC Heritage Adviser and church architect present. Supplier to present survey results and options for solutions. Final approach agreed.
October 2019 – Jan 2020	Application for Faculty Permissions with PCC
By Jan 2020	Report writing and submission of site registration document to Natural England (see outputs).

Period	Description
By Feb 2020	Securing site registration for the Bats in Churches Class Licence. Working with Natural England to answer any follow-up questions to ensure site is registered under the Bats in Churches Class Licence.
Feb March 2020	Update contract with BiC project staff to include management works monitoring.
By April 2020	Commencement of management works Yr 1
Summer 2020	Yr 1 BiCCL survey
2021	Yr 2 management works
Summer 2021	Yr 2 BiCCL survey
2022	Yr 3 management works (if needed)
Summer 2022	Yr 3 BiCCL survey
2023	Final report
Summer 2023	Yr 4 BiCCL survey (if needed)

Outputs / key deliverables:

- 'light touch survey' report – by June 2019.
- Full ecological report with a summary of bat survey data and a complete picture of how bats are utilising the church. Includes floor plans of the church, internal and external photographs, entry / exit points identified for each species, assessment of the impacts caused by bats – by Oct 2019.
- Report presenting all management options considered and the reasons why non favoured options were rejected. Favoured option should be presented in detail and fully costed. Report to include a record of meetings and opinions presented by the PCC and architect – by Jan 2020.
- Statement of works – by Jan 2020
- Volunteer numbers and hours (annual by Jan each year)
- Faculty permission obtained for favoured management option (by Feb 2020). To be delivered by PCC with support from supplier.
- Church registered successfully as a Registered Site for use with the Bats in Churches Class Licence. By Feb 2020.
- Annual BiC class licence return (by Jan each year).
- Final project report (by January 2023 at the latest).

SCHEDULE 2 - PRICES

1. STAFF

The Supplier undertakes that all amounts payable to or in relation to its Staff engaged in the performance of the Contract (including any wages and salaries, overtime, bonus or commission (earned but unpaid), accrued holiday pay, income tax, national insurance contributions, pension contributions and insurance premiums) shall be discharged by the Supplier for the entire duration of the Contract Term and the Supplier undertakes to indemnify the Authority against any and all costs, charges and expenses arising out of or in connection with such amounts

2. TRAVEL AND SUBSISTENCE

Travel & Subsistence may be charged providing it is in line with Policy detailed in Schedule 4.

All Saints Church, Toftrees (Lot 7)

Total expected cost for Activity 1 and 2 - £21,312.00

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	
[Redacted Content]										

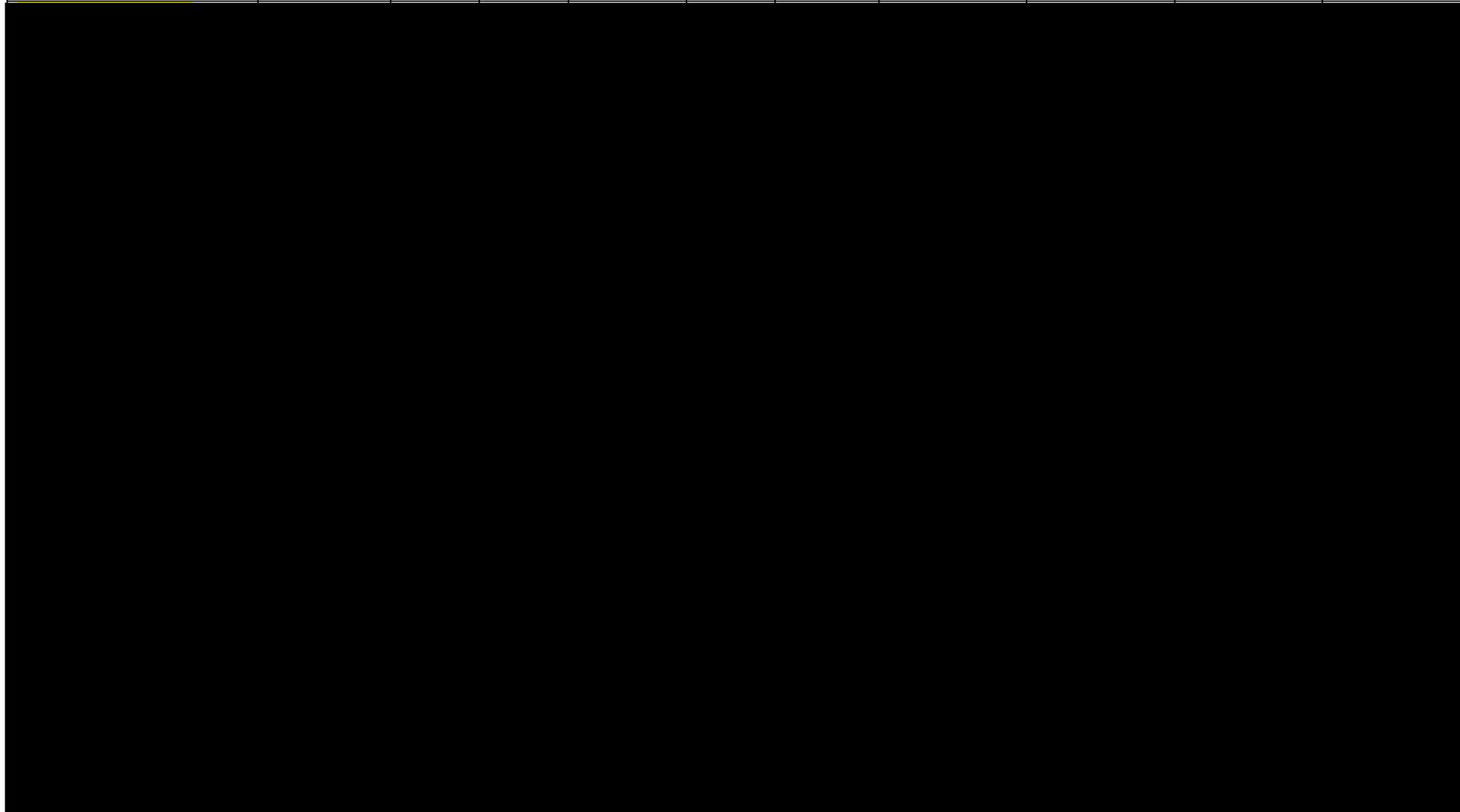
Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	
[Redacted Content]										

St Mary's, Gayton Thorpe (Lot 8)

Total expected cost for Activity 1 and 2 - £16,730.00

Task	Staff costs				Travel & Subsistence					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

Task	Staff costs				Travel & Subsistence					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	



Task	Staff costs				Travel & Subsistence					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

All Saints' Church, Thornham (Lot 9)
Total expected cost for Activity 1 and 2 - £22,022.00

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

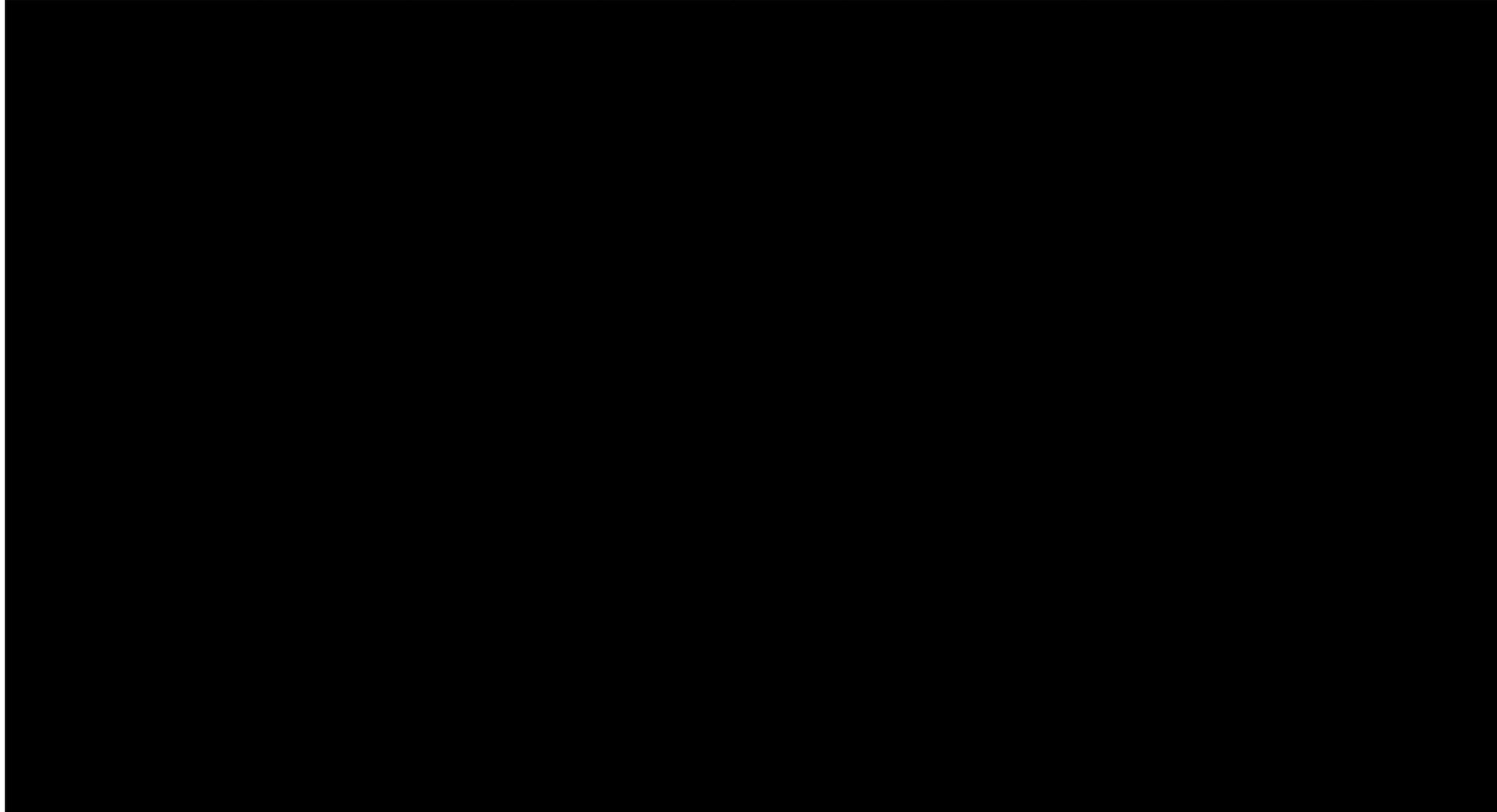
Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	
[Redacted Content]										

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

Holy Trinity Church, Great Hockham (Lot 10)
Total expected cost for Activity 1 and 2 - £19,551.00

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

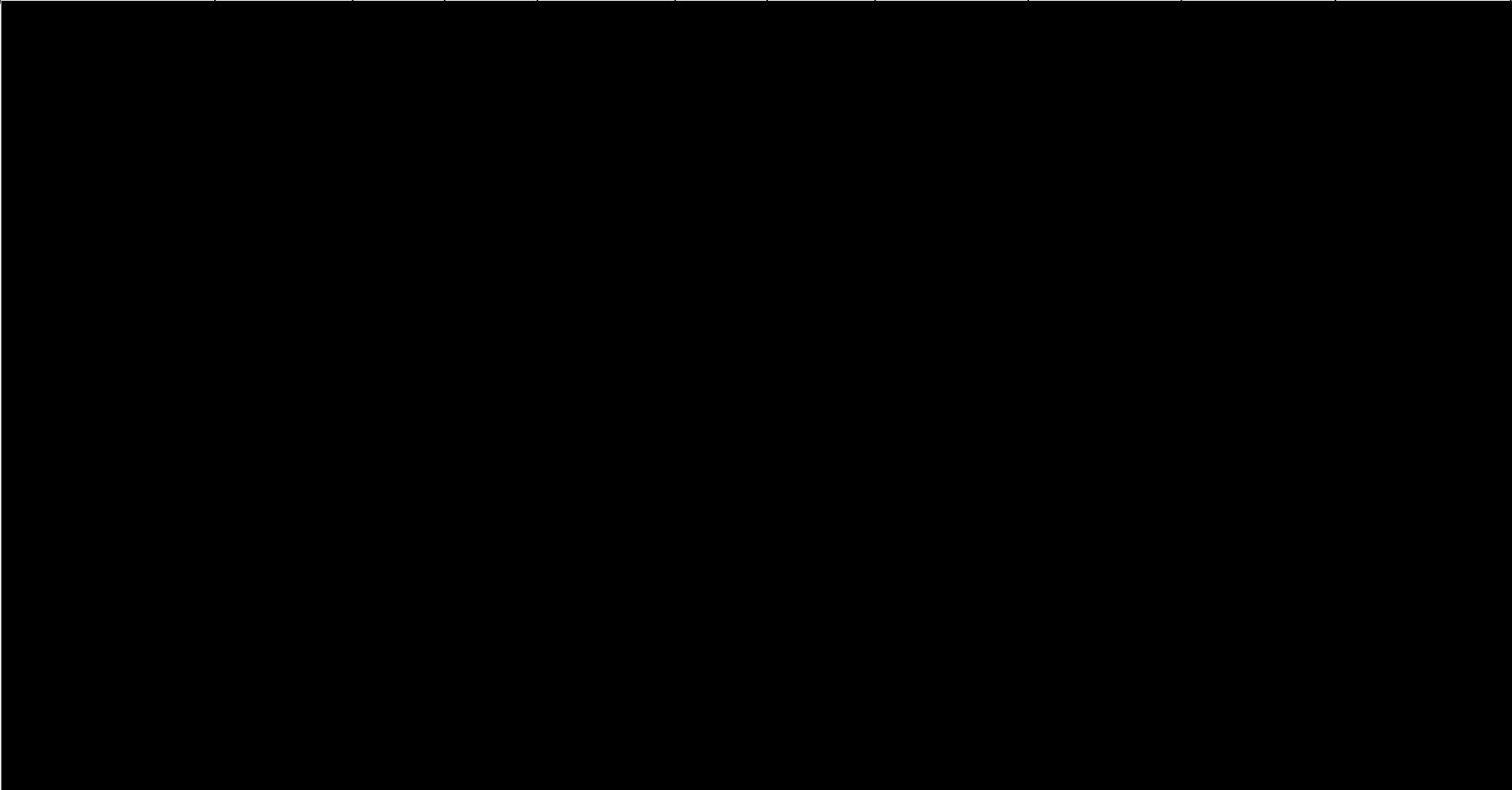
Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	



Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	
[Redacted content]										

Wiggenhall St Mary the Virgin Church (Lot 11)
Total expected cost for Activity 1 and 2 - £19,889.00

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	



Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

St Remigius Church, Dunston (Lot 12)

Total expected cost for Activity 1 and 2 - £16,388.00

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

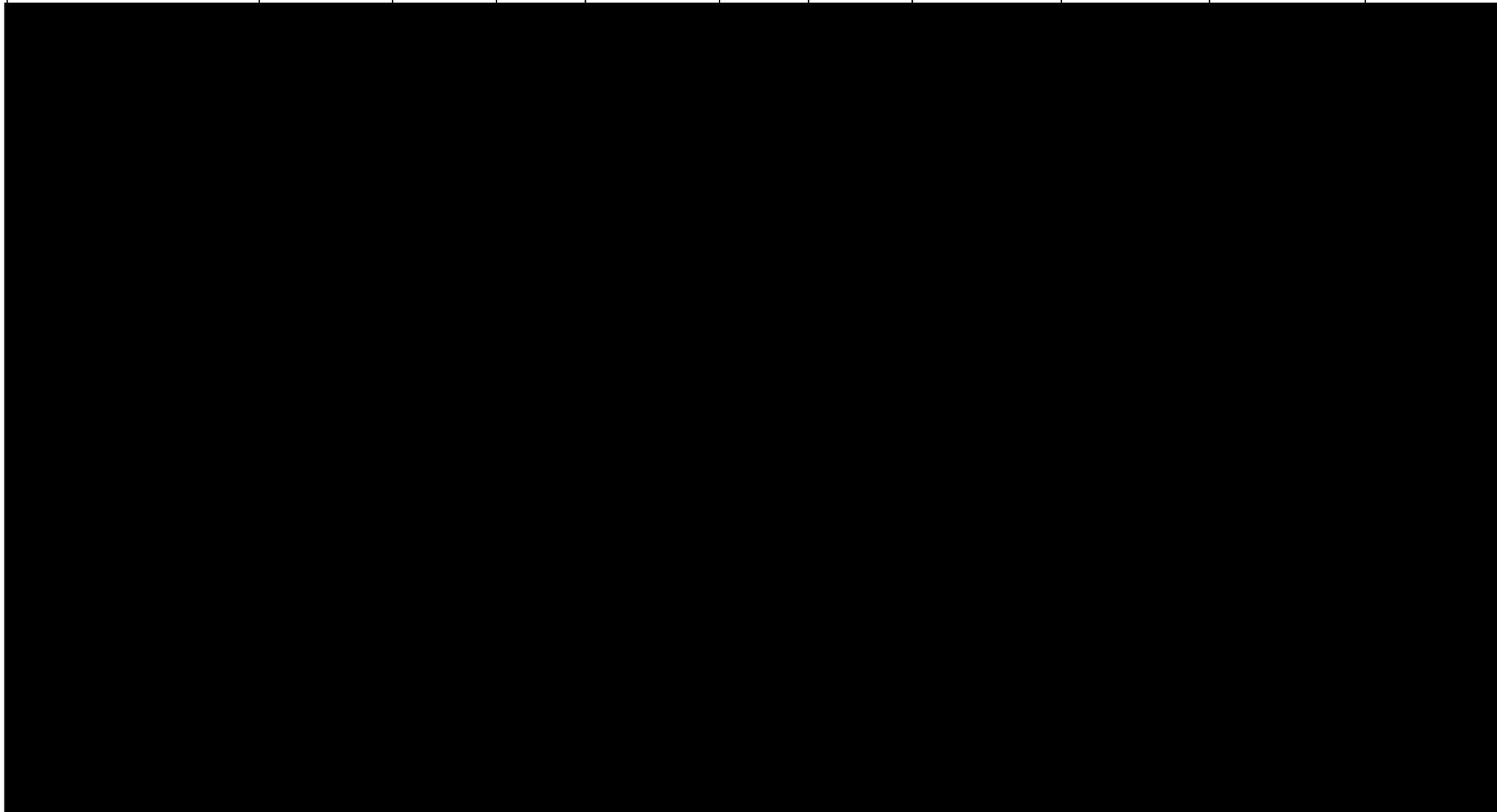
Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	



St Peter Church, Guestwick (Lot 13)
Total expected cost for Activity 1 and 2 - £21,492.00

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	



Task	Staff costs				Travel & Subsistence*					Price (excl. VAT)
	Name	Hourly Rate	No. Hours	Total Resource Cost	Rail Travel	Mileage	UK Subsistence	Day Subsistence	Travel & Subsistence Total	

SCHEDULE 3 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. This Schedule shall be completed by the Authority, who may take account of the view of the Supplier, however the final decision as to the content of this Schedule shall be with the Authority at its absolute discretion.
2. The contact details of the Authority Data Protection Officer are:
[REDACTED]
3. The contact details of the Supplier Data Protection Officer are:
[REDACTED]
4. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
5. Any such further instructions shall be incorporated into this Schedule.

Data Processing descriptor	Narrative
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 10.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the contract to develop management solution for bats in churches.
Duration of the processing	For the duration of the contract
Nature and purposes of the processing	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination. Purpose – contacts details for project.
Type of Personal Data	Collection of data about church stakeholders (name, role, phone number, address, email address) and opinions – to be included in reports for Natural England. Any further sharing by Natural England would require them to redact personal details.
Categories of Data Subject	Those associated with church sites (e.g. PCC members, churchwardens, architects etc).

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data will be retained for 5 years (the project runs until 2023) – personal information kept digitally would then be deleted, paper copies shredded.</p>
--	--

SCHEDULE 4 – TRAVEL AND SUBSISTENCE

All Travel and Subsistence should be in line with Natural England's Travel and Subsistence Policy.

Claims must always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Natural England reserve the right to reimburse only up to the stated rate.

Rail Travel

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

Mileage Allowance

Mileage Allowance	First 10,000 business miles in the tax year	Each business mile over 10,000 in the tax year
Private cars and vans – no public transport rate*	45p	25p
Private cars and vans – public transport rate	25p	25p
Private motor cycles	24p	24p
Passenger supplement	5p	5p
Equipment supplement**	3p	3p
Bicycle	20p	20p

*NB the 'no public transport rate' for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

** Under HMRC rules this expense is taxable.

UK Subsistence

Location	Rate
London (Bed and Breakfast)	£130 per night
Rates for specific cities (Bed and Breakfast)	Bristol £100 per night Weybridge £100 per night Warrington £90 per night Reading £85 per night
UK Other (Bed and Breakfast)	£75 per night for all other locations