

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

1.	Purchase	ТВС		
1.	Order Number			
2.	Customer	Natural England		
		Foss House		
		Kings Pool		
		1-2 Peasholme Green		
		York		
3.	Contractor(s)	YO1 7PX Aquatic Survey and Monitoring Ltd (AS	SML)	
5.	00111111111(3)	Quarry Bank Cottage		
		Harehope Quarry		
		Frosterley		
		Weardale		
		Co. Durham DL13 2SG		
4.	Defra Group		/ill receive the benefit of the Deliverables:	
	Members			
		Natural England		
5.	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.		
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		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 descer	nding order):	
		a) this Order;		
		b) the terms and conditions at Appendix 1; and		
		c) the remaining Apper	nuces (in any) in equal order of precedence.	
6.	Deliverables	Applicable Deliverables	Goods Only: 🗆	
			Services Only:	
			Good and Services: ⊠	
		Goods	The Goods are to be Delivered in accordance with the	
			following instructions:	
			Draft Report, Final Report, and associated data products (GI	
			products, Marine Recorder outputs, MEDIN Metadata)	
			The Goods are to be Delivered in accordance with the	
			following instructions:	
			Delivery Address:	
			Delivery Address: Redacted under FOIA Section 43 Personal Information	
			Data of Dalivary of draft reports 10/01/0005	
			Date of Delivery of draft report: 16/01/2025 Date of Delivery of final report and all associated data	
			products: 17/02/2025	
			Warranty Period: 12 months from Delivery	

		Services	Dive transect survey (including data collection and post survey identification) on maerl bed to be carried out by a	
			team of divers (including 1 dive team member from NE), during 15 <sup>th</sup> and 19 <sup>th</sup> July 2024. Subsequent analysis of resulting dataset, Marine Recorder data entry and reporting and according to requirements stated in the RFQ for this contract.	
			At Falmouth Bay to St Austell Bay Special Protection Area (SPA)	
			Date(s) of Delivery for survey: 15 <sup>th</sup> to 19 <sup>th</sup> July 2024	
7.	Start Date	19/06/2024	Date of delivery for final report: 17 <sup>th</sup> February 2025	
8.	Expiry Date	31/03/2025		
9.	Charges	The Charges for the Goods and/or Ser	vices shall be as set out in Annendix 3 - Charges. The	
-	-	The Charges for the Goods and/or Services shall be as set out in Appendix 3 – Charges. The Charges are fixed for the duration of the Agreement.		
10.	Payment	Payments will be made to ASML Ltd <b>Payments will be made in pounds by BACS transfer using the details provided by the supplier</b> on submission of a compliant invoice.		
11.	Contractor's Liability Cap (Clause 13.2.1)	A sum equal to £5,000,000		
12.	Customer's Authorised Representativ e(s)	For general liaison your contact will con Redacted under FOIA Sectio		
13.	Contractor's Authorised	For general liaison your contact will cor		
	Representativ e	Redacted under FOIA Section 43		
14.	Optional Intellectual	The Customer has chosen Option B in Agreement as set out in the terms and	respect of intellectual property rights provisions for the conditions.	
	Property Rights ("IPR") Clauses	Option B: Customer ownership of al order to deliver the Agreement.	I New IPR with limited Contractor rights to all New IPR in	
15.	Progress Meetings and Progress Reports	than 3 times through the duration of	ess meetings with the Customer as required. Likely no more of the contract. Sustomer with a short progress report halfway through the	
16.	Address for notices	Customer:	Contractor:	

Redacted under FOIA Section 43 Personal Information
Key Personnel Role: Key Personnel Contact Details: Name:
Redacted under FOIA Section 43 Personal Information
N/A
Special Term 1 – <b>N/A</b>
Insurance to be in place in line with industry best practice
The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: Yes:  No:  No:  No:  No:  No:  No:  No:  No

	Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor	
	Name:	Name:	
Re	edacted under FOIA Section	on 43 Personal Information	

	Date: 19/06/2024	Date: 20/06/2024
	Signature:	Signature:
Re	edacted under FOIA Sectio	on 43 Personal Information

## **Appendix 1: Terms and Conditions**

The Customer's Standard Good & Services Terms and Conditions which can be located on the <u>Natural England Website</u> and which are called 'Standard Goods & Services Terms and Conditions'

Descriptions of Tasks and / or Products	Cost per product / or Cost per Hour / Day	No of products / Hours / Days	Total Cost per Task
Redacted under	(i.e. rate) FOIA Section	43 Commerce	ial Information
Total Overall Cost (exclu	ding VAT)		£38382.00