

Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	[Insert Customer's purchase order number] - TBC	
2. Customer	Natural England Foss House, Kings Pool, 1-2 Peasholme Green York YO1 7PX United Kingdom	
3. Contractor(s)	Red Fox Countryside Services 1 Blandford Close Bury BL8 1XR	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables: Natural England.	
5. The Agreement	<p>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.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ol style="list-style-type: none"> this Order; the terms and conditions at Appendix 1; and the remaining Appendices (if any) in equal order of precedence. 	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None.
	Services	Please see Appendix 2 – Specification/Description
7. Start Date	1st November 2024.	
8. Expiry Date	30th March 2025.	
9. Charges	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 in GBP by BACS transfer using the details provided by the supplier 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 Representative(s)	Redacted under FOIA Section 40 Personal Information	

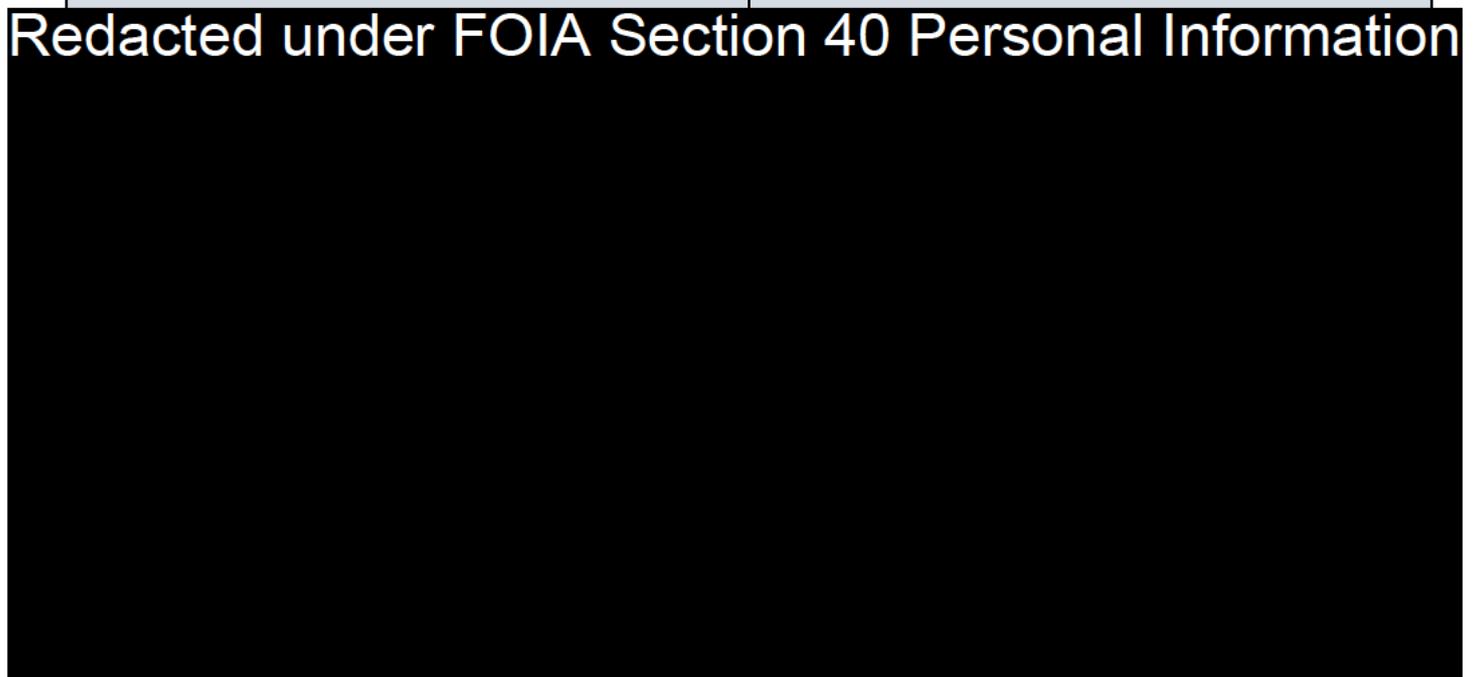
13. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 40 Personal Information			
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option [A][B(Default Option)][C] in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.			
15. Progress Meetings and Progress Reports	An initial inception meeting will be arranged on contract start up. The contractor will then be expected to report regularly to NE, providing a clear understanding of progress.			
16. Address for notices	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Customer:</td> <td style="width: 50%;">Contractor:</td> </tr> </table> Redacted under FOIA Section 40 Personal Information	Customer:	Contractor:	
Customer:	Contractor:			
17. Key Personnel of the Contractor	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%;">Key Personnel Role:</td> <td style="width: 33%;">Key Personnel Name:</td> <td style="width: 34%;">Contact Details:</td> </tr> </table> Redacted under FOIA Section 40 Personal Information	Key Personnel Role:	Key Personnel Name:	Contact Details:
Key Personnel Role:	Key Personnel Name:	Contact Details:		
18. Procedures and Policies	For the purposes of the Agreement: [The Customer's Staff Vetting Procedures are: The Tenderer must demonstrate their commitment and ability to manage sensitive tenure information according to GDPR guidelines and in line with Natural England's policies and best practice. Describe your track record in this area, detail your existing policies, systems and processes with regard to data privacy and security and explain how these would be implemented in the delivery of this contract. Tenderers should demonstrate that all staff likely to be involved in this contract already have, or would receive, training in GDPR and its implications for dealing with sensitive tenure information in a public-facing environment using both written (emails and letters) and verbal (telephone calls) communication. The Customer's security / data security requirements are: Compliance with General Data Protection Regulations (2018). The Customer's additional sustainability requirements are: Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the goods, services and works procured on the Client's behalf. The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy is: The Client is striving to create a diverse and inclusive working environment where every individual has equality of opportunity to progress and to apply their unique insights to making the UK a great place for living. The Service Provider is expected to respect this commitment in all dealings with Natural England staff and service users.			
19. Special Terms	N/A			

20. Additional Insurance	N/A
21. 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: <input checked="" type="checkbox"/> No: <input type="checkbox"/>

Signed for and on behalf of the **Customer**

Signed for and on behalf of the **Contractor**

Redacted under FOIA Section 40 Personal Information



Appendix 1: Terms and Conditions

The Customer's Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](#) and which are called 'Standard Goods & Services Terms and Conditions'

Site Background information

Moss Side field was formerly agricultural land and is now being re-wet as part of a wetter farming project. Within this is a garden area including a Fen Flower Garden, Orchard, space for compost loo and shed and a former equestrian menage which has a polytunnel and standing for bog plants.

1.2 Contractor Experience

Contractors are invited to tender for this work, which will require not only skill and experience of this type of work but particularly on boggy, difficult to navigate peat soils. Successful Contractors must demonstrate knowledge of and have regard for the sensitive nature of wetland hydrology and ecology. It is not expected that this work will be sub-contracted out and must therefore be undertaken by the successful Contractor.

1.3 Nature of work

Disability access path and passing points

Location Moss Side Farm, Rindle Road, Astley, Leigh M29 7LT

Wheelchair Accessible Pathway Design

Marked pink

1. Long: 134 metres

2. Width: Minimum of 1200mm

3. Ground is level with acceptable slope

Marked yellow

4. Increase the path height from Menage to Open Barn by an additional 200mm.

5. Long: 8 metres

6. Width: Minimum of 1200mm with ramps either side

7. Ground is level with acceptable slope

Marked blue

8. 3 x Mobility scooter passing places

9. Long: 2.5 metres

10. Width in addition to the existing 1200mm Total = 2400mm wide.

11. Ground is level with acceptable slope

Marked green 8 metre wide conclave between garden and menage

12. Hard standing to accommodate a metal shed with dimensions 1524mm x 2134mm

13. Excavation with soft standing to accommodate a compost loo with vault and soakaway Option B.

<https://natsol.co.uk/install/SITE%20SOAK.pdf> 4000mm x 3500

14. Ground is level with acceptable slope

Path and hard standing materials

1. The new path starts at the gate onto site through a lawned area onto peat soil that is currently a garden and horse sand menage.

2. The track needs to be 1.2 metres wide and the surface made suitable for easy wheelchair use.

3. A light yellow granite crusher run on substrate is preferred to not affect the pH of the peat soil underneath and to provide a visual aid for those with visual impairments. However, other shades of granite are acceptable.

4. Base Layer: Add a 100mm of larger crushed granite stone and compact it thoroughly. This layer forms the foundation of the path.

5. Top Layer: Add a 50mm layer of finer crusher run on top of the base layer and compact it again. This top layer should be smooth and level to ensure a firm, stable, and slip-resistant surface.

6. Material must be natural and clean.

7. A slightly raised recycled plastic border will follow along the edge of the track on both sides to keep the granite in location.

8. Compaction: Ensure the surface is firm, stable, and slip resistant. Add and compact additional granite crush and run as needed to maintain a smooth, stable surface.

9. The path will require an appropriate camber to prevent pooling.

2.0 Contact Information

Redacted under FOIA Section 40 Personal Information

4.0 Project Management

§ Day-to-day management and supervision of all machines and operatives will be the responsibility of the Contractor.

§ The Contractor will be required to liaise weekly with Natural England (NE) during the project and provide progress reports when required.

5.0 General Principles

5.1 Prevention of enrichment/pollution of the sites

NE Version 1.0

It is vital to the management of the site that there is no nutrient enrichment or spillage of chemicals, of any kind, onto the site. The Contractor shall meet high environmental standards by providing (and using) spill kits for all equipment and using bio-fuels and bio-lubricants in all machines where possible.

5.2 Method of works

Due to the difficulty of transporting any weight around on the peat surface, the work will need to be planned such that access and/or movement of material is done solely on foot or by low ground pressure plant/vehicles.

5.3 Peat/mineral interface

The Contractor must be careful to avoid disturbing the peat and care needs to be taken when excavating/scraping/moving. The client will need to be informed immediately of any occasion where the underlying mineral surface is accidentally exposed.

6.0 Works to be carried out

See 1.3

7.0 General work requirements

§ All operatives will hold current, relevant certification for all machinery and the contractor will have appropriate public liability insurance cover. All certification, public liability insurance documents and a Health and Safety policy statement must be presented with the tender documents.

Appendix 2: Specification/Description

Appendix 3: Charges

Please use the following table as a guide

Item of work/task	Qty	Unit	Number of Days	Total Cost
-------------------	-----	------	----------------	------------

Redacted under FOIA Section 43 Commercial Information

Total excl. VAT	10790			
Total incl. VAT				

Appendix 4: Processing Personal Data

Contract:	Wheelchair accessible path contract
Date:	[07/11/2024]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are: Controller: Natural England at Foss House, Kings Pool, 1-2 Peasholme Green, York, Y01 7PX Processor:
Subject matter of the processing	Wheelchair accessible path contract
Duration of the processing	The processing will be for the duration of the contract only.
Nature and purposes of the processing	Landowner/occupier contact details will be sent to the contractor for the purposes of the contractor contacting the owner/occupiers for permission to access their land. The contractor will update these contact
Type of Personal Data	Name, relationship to land (owner/occupier/management influence/agent) telephone numbers, addresses, email addresses.
Categories of Data Subject	Customer contact details.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	The contractor will return the amended owner/occupier details to Natural England at the end of the contract. The contractor will destroy the data no more than 7 years after the end of the contract, in line with the NE GDPR policy.
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	