

Standard Contract for Goods and/or Services - Order Form

1.	Purchase Order Number	To be confirmed		
2.	Customer	Natural England		
3.	Contractor(s)	Hingley Timber		
4.	Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:		
		Natural England		
5.	The Agreement This Order is part of the Agreement and is subject to the terms and condition referenced at Appendix 1 and shall come into effect on the Start Date.			
		Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.		
			cuments are incorporated into the Agreement. If there is any conflict, the precedence applies (in descending order):	
		a)	this Order;	
		b)	the terms and conditions at Appendix 1; and	
		c) the remaining Appendices (if any) in equal order of prece		
6.	Deliverables	Applicable Deliverables	Goods Only: ⊠ Services Only: □ Good and Services: □	
		Goods	The Goods are to be Delivered in accordance with the following instructions: 9,600 tree guard stakes of 1.6m height and 32mm x 32mm width, of Robinia/other sustainable hard wood, FSC certified with traceable proof. Delivery Address: Derbyshire Dales NNR, Deepdale Business Park, Bakewell, Derbyshire. DE45 1GT	
			Date of Delivery: TBC – lead time of 6-8 weeks	
			Packaging Instructions: Stakes are to be appropriately packaged for secure delivery in good condition for immediate use.	
		Services	None.	
7.	Start Date	21/08/2024		
8.	Expiry Date	31/10/2024		
9.	Charges	The Charges for the Goods and/or Services shall be as set out as in the Commercial Response. Charges are fixed for the duration of the Agreement.		
10.	Payment	Redacted u	Inder FOIA Section 40 Personal Information	

11. Contractor's Liability Cap (Clause 13.2.1)	A sum up to £5,000,000.
12. Customer's Authorised	For general liaison your contact will continue to be
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	
15. Progress Meetings and Progress Reports	Not applicable
16. Address for notices	Customer: Contractor:
17. Key Personnel of the Contractor	
18. Procedures and Policies	
-	The Customer's Standard goods and services terms and conditions are available for reference here: Standard goods and services terms and conditions (£10,000 to £50,000) - GOV.UK (www.gov.uk)
	The Customer's additional sustainability requirements are: We require hardwood tree stakes that are long-lasting and more resistant to rot, produced from legal and sustainable sources to adhere to the UK government timber procurement policy. Stakes must be made of Robinia or alternative sustainable hardwood, and the timber must be FSC or PEFC certified. The Contractor must be able to provide traceable proof of certification.
19. Special Terms	Not applicable.
20. Additional Insurance	Not applicable.
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:

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 <u>Natural England Website</u> and which are called 'Standard Goods & Services Terms and Conditions'

Appendix 2: Specification/Description

- To supply 9,600 tree guard stakes that meet the following criteria:
- 1.6m in height
- 32mm x 32mm in width
- Made of Robinia or alternative sustainable hardwood, resistant to rot
- Pointed end with a 2-sided point
- Timber to be FSC or PEFC certified and traceable proof provided
- Delivery lead time of 6-8 weeks to site: Derbyshire Dales NNR, Deepdale Business Park, Bakewell, Derbyshire, DE45 1GT

Appendix 3: Charges

9,600 tree stakes + delivery to DE45 1GT - £29,280.00 +VAT at 20% payable following receipt of invoice. Invoice to be issued in 28 days following delivery of tree stakes.

Appendix 4: Processing Personal Data

Contract:	[XXXX]
Date:	[XXXX]
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	
Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement	
Protective Measures that the Contractor and, where applicable, its subcontractors have implemented to protect Personal Data processed under this Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	