

Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	[Insert Customer's	s purchase order number to be confirmed.	
2. Customer	Natural England, Ham Street Woods NNR, Bourne Lane, Hamstreet , Nr Ashford, Kent, TN26 2 HH		
3. Contractor(s)	Hart Lee Tree Surgery Ltd Registered Office Sedated under FOIA Section 40 Personal Information. Bekesbourne Lane, Bekesbourne, Kent, Ct4-5dx. Company Number: Registered in England & Wales no: 09295174.		
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 conditions referenced at Appendix 1 and shall come into effect on the Start Date. Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions. The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):		
	a) b)	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: □ Services Only: ⊠ Good and Services: □	
	Goods	None.	
	Services	Contractor to undertake the full tree safety works at Ham street Woods NNR as found on the tree safety survey supplied by PJC arboriculture consultants. To be performed at Ham Street Woods NNR owned and managed by Natural England Bourne Lane, Hamstreet, Nr Ashford, Kent. TN26 2HH Date(s) of Delivery: November 2024 – February 28 th 2025	
7. Start Date	1 st November 202	24	
8. Expiry Date	28 th February 2025		

9.	Charges	The Charges for the Goods and/or Services shall be as set out £10,890+VAT Total: £13,068.00 The Charges are fixed for the duration of the Agreement.
10.	Payment	Payments will be made to the supplier - payments will be made in pounds 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	For general liaison your contact will continue to be
	Representative(s)	Redacted under FOIA Section 40 Personal Information
13.	Contractor's Authorised	For general liaison your contact will continue to be
	Representative	Redacted under FOIA Section 40 Personal Information
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14.	Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option <mark>B(Default Option)</mark> in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
15.	Progress Meetings and Progress Reports	The Contractor shall attend progress meetings with the Customer every Week
	r rogicus reports	The Contractor shall provide the Customer with progress reports every Week.
16.	Address for notices	Customer: Contractor:
		Redacted under FOIA Section 40 Personal Information
17.	Key Personnel of the	Key Personnel Contact Details:
	Contractor	Name: Redacted under FOIA Section 40 Personal Information
18.	Procedures and Policies	For the purposes of the Agreement:

	[The Customer's Staff Vetting Procedures are:
	Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions
	[The Customer's security / data security requirements are: [Insert details/contained in [Insert link to relevant policy].
	[The Customer's additional sustainability requirements are: [Insert details/contained in [Insert link to relevant policy].
	[The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [Insert details/contained in [Insert link to relevant policy].
	[The Customer's health and safety policy is: [Insert details/contained in [Insert link to relevant policy].
19. Special Terms	Special Term 1 - [Insert terms to revise or supplement the terms and conditions, or enter 'N/A' and delete the extra rows below for example but not exhaustive:
	longer extension period;
	time being of the essence for delivery]
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20. Additional Insurance	
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: □ No: ☑

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

Specification of Requirements

Please note a site visit with the Reserve Manager must be conducted before submitting a quote.

A recent tree safety surveys has been conducted on Ham Street Woods NNR. These have brought to our attention a number of dangerous and unsafe trees throughout the reserve. there are a number of different species including some Ash Trees, meaning they are more dangerous to work on.

Please find the maps and tables in attachments to the relevant email.

Due to the nature of Ash trees with Ash Dieback. The risk of working on these without using MEWPS or assisted felling is high. Therefore we ask where appropriate and feasible the use of chainsaws and climbing will be avoided. This will be included in the quotes, method statements and risk assessments. Ham Street Woods NNR is a publicly accessed site meaning the provision of managing PROW must be included into the quote.

There are Power lines and telephone lines on the southern edge of the reserve. The risk associated with these and the necessary remediation must be shown in RAMS.

There have been specific Protected species surveys conducted, they have highlighted the need to manage some trees in a specific way. This is included in the job lists. A small number have bat roost features which will need to be pollarded above these points. Dormouse are present on site. remediation for them should be reflected in the RAMS. The advice given includes keeping heavy machinery on paths where possible, minimising the number of timber stacks and checking ground prior to works.

If any doubt about protected species, the contract manager must be informed.

Site Designations

The works will take place on the ancient woodland site of Ham Street Woods NNR which is designated as a SSSI. Damage of the sensitive site must be kept to a minimum when undertaking the works. The works must be completed before the beginning of the flowering and invertebrate / Bird nesting season (February 28th onwards).

Protected Species (Bats, Dormouse) are present on site. The works being undertaken will not impact on the typical habitats. The Reserve Manager will notify the contractor of any sensitive areas on site. Full protected species surveys have been carried out relating to the works to be completed. Timing:

Work must be carried out between November 2024 and 28th February 2025. All work shall be carried out during normal working hours i.e. 0800 - 1730 hours, Monday to Friday. Working outside of these hours may only be undertaken after prior consultation with the Reserve Manager.

Please note that for consideration in the evaluation stage, contractors must have visited the site before supplying a quote. Please contact the Project Manager to discuss further.

Appendix 3: Charges



www.gov.uk/naturalengland

Commercial Response

Please complete Table 1, below, to show a breakdown of your cost per product or unit of time (i.e. 'rates') and the number of products or days / hours for each task, and total cost for each task required to deliver this requirement. You may insert additional task lines if required.

Please state the total overall cost for this requirement. Prices should exclude VAT.

Table 1: Commercial Response (to be completed by Supplier)

Descriptions of Tasks and / or Products	Cost per product / or Cost per Hour / Day (i.e. rate)	No of products / Hours / Days	Total Cost per Task
			£
			£
			£
			£
			£
			£
			£
			£
			£
			£
Total Costs			£10,890.00
Expenses or other costs (please detail type, e.g. travel, consumables			£
Discounts applied (please detail)			£
Total Overall Cost			£10,890.00

Please see attached quote REF: QU-0650 for full break down of cost per item.

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	