

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

Purchase Order Number	To be confirmed	To be confirmed	
2. Customer		Natural England The Barn, Frostenden Hall Farm, Church Lane, Frostenden, Beccles, Suffolk, NR34 7HS	
3. Contractor(s)	Land & Water Pla 3859592	Land & Water Plant, Weston Yard, The Street, Albury, Surrey, GU5 9AF. Reg no. 3859592	
4. Defra Group Members	The following Def	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)	this Order;	
	b)	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	The hire 2 truxor one with a cutter head + collector basket and one with just collector basket to run as a pair.	
		we are looking to hire this equipment for 3 week and will need them delivered with the trailers so we are able to move them about if needed.	
		we will also be requiring training for 3 members of staff to ensure the machinery is used correctly and in a safe manner.	
		The Goods are to be Delivered in accordance with the following instructions:	
		Redacted under FOIA Section 43, Commercial Information	
		Date of Delivery: 27.11.2023	
	Services	None.	
7. Start Date	27/11/2023		
8. Expiry Date	19/11/2023		

9.	Charges	The Charges are fixed for the duration of the Agreement.	
10	Payment	payments will be made in pounds by BACS transfer using the details provided by the	
10.	rayment	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)	For general liaison your contact will continue to be Redacted under FOIA Section 40, Personal Information	
13.	Contractor's Authorised Representative	For general liaison your contact will continue to be	
	Representative	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	Not applicable	
16.	Address for notices	Customer: Contractor: Redacted under FOIA Section 40, Personal Information	
17.	Key Personnel of the Contractor	Key Personnel Contact Details: Name:	
18.	Procedures and Policies	For the purposes of the Agreement: [add/amend/delete as necessary]	
		[The Customer's Staff Vetting Procedures are: n/a – providing equipment only for this job	
		[The Customer's security / data security requirements are: [Attached].	
		[The Customer's additional sustainability requirements are: [Attached].	
		[The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] [Attached].	
		[The Customer's health and safety policy is: [Attached].	
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: □  No: ⊠

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
Name: Recorded under FOIA Section 40, Peris all Information	Name: Redacted under FOIA Section 40, Personal Information
Date: 22/11/23	Date: 24/11/23
Signature:	Signature:

# **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

### **Appendix 3: Charges**

#### **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	