



Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	To be confirmed	
2. Customer	Natural England, County Hall, Dorchester office, DT1 1XJ	
3. Contractor(s)	Richard Clayson Farm Services	
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> <ul style="list-style-type: none"> a) this Order; b) the terms and conditions at Appendix 1; and c) the remaining Appendices (if any) in equal order of precedence. 	
6. Deliverables	Applicable Deliverables	Goods Only: <input checked="" type="checkbox"/> Services Only: <input type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	<p>2789 metres stock fencing 2 x kissing gates 5 x field gates (12 foot) Scrub clearance and removal of old fencing. All fencing and works must be completed no later than the end of November 2024. All fencing to be carried out to BS 1722-2 standard. All materials to be agreed with Natural England prior to installation. All gates can be tanalised softwood or hardwood. All hanging and shutting posts must be good quality hardwood, minimum 10 inch square or round and no shorter than 8 foot length. Fencing stakes to all be 5' 6 foot cleft Chestnut posts. Straining posts to be round chestnut posts minimum 8-10 inch diameter and 8 foot long. 2 strands barb with stock net, all high tensile wire. Timber to be treated as appropriate. Any old fencing to be removed from site by the contractor. Scrub clearance along fencelines as required. Scrub may be flailed and cut using any machinery available to the contractor but should be discussed with Natural England prior to any works being carried out. Removal of old fencing and any required scrub clearance costs to be included in the tender. Scrub must not be cut or flailed during the bird breeding season, between end February - end August.</p> <p>The Goods are to be Delivered in accordance with the following instructions:</p>

		Delivery Address: Hog Cliff NNR, Glebe Farm Date of Delivery: No later than end November 2024 Packaging Instructions: <i>N/A</i> Additional Delivery Instructions: <i>N/A</i> Warranty Period: N/A
	Services	None
7. Start Date	10/07/24	
8. Expiry Date	30/11/24	
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 to purchase order. 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 Representative(s)	For general liaison your contact will continue to be Redacted under FOIA Section 43 Personal Information	
13. Contractor's Authorised Representative	For general liaison your contact will continue to be Redacted under FOIA Section 43 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. <i>N/A</i>	
15. Progress Meetings and Progress Reports	Not applicable	
16. Address for notices	Customer: Redacted under FOIA Section 43 Personal Information	Contractor: Redacted under FOIA Section 43 Personal Information

17. Key Personnel of the Contractor	Key Personnel Role: Key Personnel Name: Contact Details: <i>N/A</i>
18. Procedures and Policies	N/A
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 type="checkbox"/> No: <input checked="" type="checkbox"/>

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
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Redacted under FOIA Section 43 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'

Appendix 2: Specification/Description

Specification

Hog Cliff NNR Glebe Farm fencing contract

Background to Natural England

Natural England works for people, places and nature, to enhance biodiversity, landscapes and wildlife in rural, urban, coastal and marine areas; promoting access, recreation and public well-being, and contributing to the way natural resources are managed so that they can be enjoyed now and in the future.

Natural England is working towards the delivery of four strategic outcomes, which together deliver on our purpose to conserve, enhance and manage the natural environment for the benefit of current and future generations.

- A healthy natural environment: England's natural environment will be conserved and enhanced.
- Enjoyment of the natural environment: more people enjoying, understanding and acting to improve, the natural environment, more often.
- Sustainable use of the natural environment: the use and management of the natural environment is more sustainable.
- A secure environmental future: decisions which collectively secure the future of the natural environment

Background to the specific work area relevant to this purchase

In order to facilitate livestock grazing and prevent deer damage at Hog Cliff NNR, Glebe Farm, Natural England requires new fencing and associated works including removal of old fencing and scrub clearance. Please see Maps for detail.

Requirement

The specification is also set out in the attached Maps.

1. Drift Field

2789 metres stock fencing

2 x kissing gates

5 x field gates (12 foot)

Scrub clearance and removal of old fencing.

All fencing and works must be completed no later than the end of November 2024.

All fencing to be carried out to BS 1722-2 standard. All materials to be agreed with Natural England prior to installation. All gates can be tanalised softwood or hardwood. All hanging and

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shutting posts must be good quality hardwood, minimum 10 inch square or round and no shorter than 8 foot length. Fencing stakes to all be 5' 6 foot cleft Chestnut posts. Straining posts to be round chestnut posts minimum 8-10 inch diameter and 8 foot long. 2 strands barb with stock net, all high tensile wire.

Timber to be treated as appropriate.

Any old fencing to be removed from site by the contractor. Scrub clearance along fencelines as required. Scrub may be flailed and cut using any machinery available to the contractor but should be discussed with Natural England prior to any works being carried out. Removal of old fencing and any required scrub clearance costs to be included in the tender. Scrub must not be cut or flailed during the bird breeding season, between end February - end August.

Health and Safety

Some of the terrain is on a steep slope. Contractors are advised to familiarise themselves with the site before tendering. A site hazard map is attached.

A Construction Design and Management (CDM) compliant Risk Assessment will need to be drawn up and agreed with Natural England before work starts. The risk assessment and safe system of work must ensure that all safety measures are taken to safeguard their employees and the general public in terms of equipment, clothing, site supervision and safe working practices. This must take into account the work, location, terrain, public access and use of the site.

Under CDM Regulations Natural England undertakes both the client and designer role. The successful contractor undertakes the work.

All operational measures must conform to the Health & Safety at work Act 1974 and current Codes of Practice. Any machinery operators must carry current and relevant certificates and training. Spill kits for fuel must be available. A qualified first aider must be on site at all times. Copies of all relevant certification and first aid certificates should be supplied to Natural England. The whole site is open access with additional public rights of way. Appropriate signage must be put out on site to warn any walkers when work is taking place.

Contractors are required to submit copies of relevant employer liability insurance, public liability insurance, and any appropriate relevant certification demonstrating professional competency. A contractor competence form will need to be completed by the contractor prior to any work starting.

Sustainability

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

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As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority's objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project

Outputs and Contract Management

Reference	Deliverable	Responsible Party	Date of completion
1. Drift Field	2789 metres stock fencing 2 x kissing gates 5 x field gates (12 foot) Scrub clearance and removal of old fencing	Contractor	Before end November 2024
2. Health and Safety	CDM Risk Assessment	Contractor and Natural England	Before any work starts

Natural England staff will oversee the contract and work with the contractor to ensure a safe workplace and successful delivery of the work.

You are strongly advised to visit the site prior to tendering for work. You may visit the site unaccompanied at any time, or if available Natural England staff may be able to accompany you. Please use the contact details below if you wish to arrange a site visit, or have any questions about the contract.

Natural England contacts:

Redacted under FOIA Section 43 Personal Information

Appendix 3: Charges

Contractor quote - charges

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Redacted under FOIA Section 43 Commercial Information



Redacted under FOIA Section 43 Commercial Information



Total

£41,043.00

All debris to be chipped on site and not burnt.

Appendix 4: Processing Personal Data

N/A

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	
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