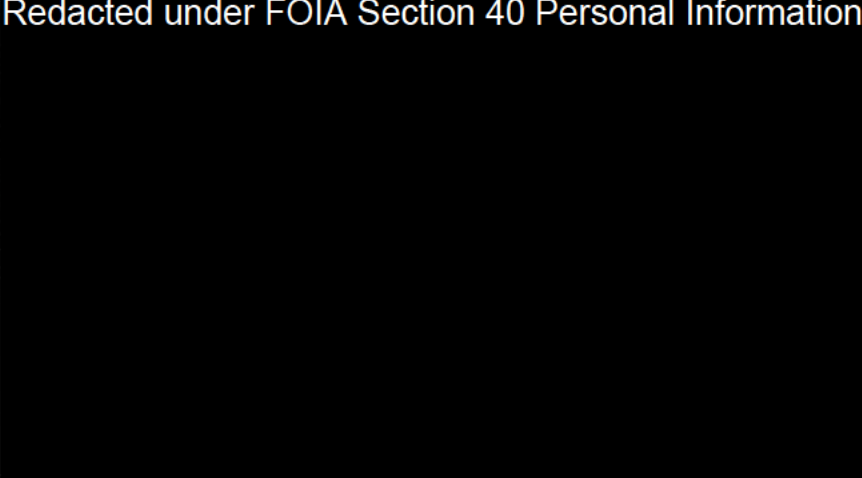
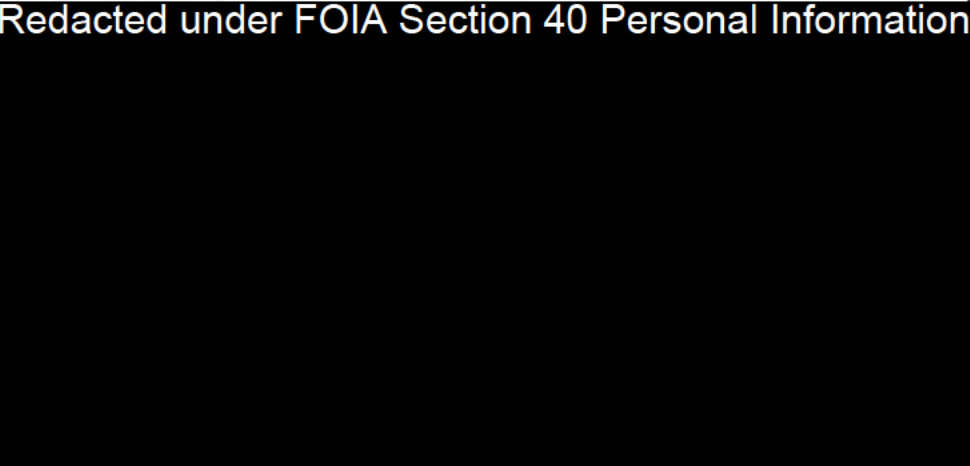




## Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	TBC	
2. Customer	Natural England, Lodge Hill Farm, Dowles Brook, Bewdley DY12 2LY	
3. Contractor(s)	TilHill Ltd	
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:  <b>Natural England</b>	
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"> <li>a) this Order;</li> <li>b) the terms and conditions at Appendix 1; and</li> <li>c) the remaining Appendices (if any) in equal order of precedence.</li> </ul>	
6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	None.
	Services	None.  <u>The specified work is to regrade the current forest road to provide safe all-weather access for both public and private vehicles, including 44ton forestry vehicles. This includes ripping and then stone crushing aprox 650m of forest road, increasing the level of 150m of road and regrading 1500m of road. For more details please see specification</u>  <i>To be performed at Moccas Park and Gilliland Wood National Nature reserve.</i>  <b>Gillians Wood, Pentre Ln, Hereford HR3 6AX</b>  <a href="http://What3words ///responded.respect.scrap">What3words ///responded.respect.scrap</a>

		Date(s) of Delivery: 1/11/2024 – 28/2/2025
7. Start Date	11th of November 2024	
8. Expiry Date	28 <sup>th</sup> of February 2025	
9. Charges	The Charges for the Goods and/or Services shall be as set out [ ]. The Charges are fixed for the duration of the Agreement.	
10. Payment	<i>Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.</i>	
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 <b>Redacted under FOIA Section 40 Personal Information</b> 	
13. Contractor's Authorised Representative	For general liaison your contact will continue to be <b>Redacted under FOIA Section 40 Personal Information</b> 	
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.  <i>Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.</i>	
15. Progress Meetings and Progress Reports	Not applicable	
16. Address for notices	Customer:	Contractor:

Redacted under FOIA Section 40 Personal Information

<b>17. Key Personnel of the Contractor</b>	<b>Key Personnel Role:</b>	<b>Key Personnel Name:</b>	<b>Contact Details:</b>
<b>18. Procedures and Policies</b>	For the purposes of the Agreement:  Redacted under FOIA Section 40 Personal Information  The Customer's health and safety policy is:		
<b>19. Special Terms</b>	<b>N/A</b>		
<b>20. Additional Insurance</b>			
<b>21. Further Data Protection Provisions</b>	The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below: <b>Yes:</b> <input type="checkbox"/> <b>No:</b> <input checked="" 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'



## Appendix 2: Specification/Description

**[Guidance note: Tender specification and Contractor's tender response to be included here (if applicable)]**

- **Section 1** - Regrade approx. 500m forest road, this will be done by ripping up the current surface, running a stone crusher over the surface then grading to shed water to the northern side. This should then be compacted. This is the main access track for visitors and forestry operations. Due to the slope of the track a number of speed humps / water diverters (at least 4) need to be installed to shed water from the track.
- **Section 1.2** - Approx 140m of the above track is below the surrounding ground level this will need the surface level raising so that water does not collect on the track.
- **Section 2** - Regrade approx 160m of track, ideally this will be done by ripping up the current surface, running a stone crusher over the surface then grading to shed water to the northern side. This should then be compacted.
- **Section 3** - Scrape of soil from track and area in front of and leading to the tree nursery. Fill with crushed stone a small section of sunken track approx. 3sqm. All arisings can be disposed of off the track on the eastern side.
- **Section 4** – Regrade approx 1300m of forest track using a grader, grade of central area growth and edges. Leaving the surface with a camber to shed water.
- Stone used for the tracks must be limestone with a mixture of fines to allow a compacted finish suitable for both 44ton forestry vehicles and private cars.
- Clear out cattle grid next to road, all material can be left on site as agreed with the project manager.



[www.gov.uk/naturalengland](http://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
---	---	-------------------------------	---------------------

Redacted under FOIA Section 43 Commercial Information

Total Overall Cost	£21,464.40 inc. VAT
--------------------	---------------------

### **Appendix 3: Charges**

***[Guidance note: Include a clear breakdown of the charges in as much detail as necessary]***

#### Appendix 4: Processing Personal Data

<b>Contract:</b>	<b>[XXXX]</b>
<b>Date:</b>	<b>[XXXX]</b>
<b>Description of authorised processing</b>	<b>Details</b>
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	