

Standard Contract for Goods and/or Services - Order Form

| 1. Purchas | e Order Number | 1070038605 and | 10070038662 | |
|--------------|----------------|--|--|--|
| | | | 1007000000 | |
| 2. Custome | er | Natural England Sterling House | | |
| | | Dix's Field | | |
| | | Exeter | | |
| 3. Contract | to #(o) | EX1 1QA APEM Limited | | |
| 3. Contract | ior(s) | Riverview | | |
| | | A17 Embankment Business Park | | |
| | | Vale Road | | |
| | | Heaton Mersey Stockport | | |
| | | SK4 3GN | | |
| | | | | |
| | | Company registration number 02530851 | | |
| 4. Defra Gr | oup Members | The following Defra Group members will receive the benefit of the Deliverables: | | |
| | | N/A | | |
| 5. The Agre | eement | This Order is nort | of the Agreement and is subject to the terms and conditions | |
| J. The Agri | cement | 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. | | |
| | | aro camo moaming | go do in the terms and containerie. | |
| | | The following docu | uments 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 | | |
| | | c) the remaining Appendices (if any) in equal order of precedence. | | |
| C. Delivere | blaa | Applicable | | |
| 6. Delivera | bies | Applicable Deliverables | Goods Only: □ Services Only: ⊠ | |
| | | 200.0.00 | Good and Services: □ | |
| | | | | |
| | | Goods | None | |
| | | | | |
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| | | | | |
| | | Services | Habitat Feature Assessment of North Dartmoor SSSI as set | |
| | | | out in the specification and the Contractors commercial tender response at Appendix 2 . | |
| | | | Toopondo di Appondix 21 | |
| | | | | |
| 7. Start Dat | te | 26/02/2024 | | |
| | | | | |
| 8. Expiry D | ate | 04/05/0004 | | |
| . , | | 31/05/2024 | | |

| | | The Customer's sec the specification. | curity / data security requ | uirements are as described in | |
|-----|---|--|--|--|--|
| 18. | Procedures and Policies | For the purposes of the Agree | ment: | | |
| | | See clause 6 of the terms and conditions for further details. | | | |
| | | | | | |
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| | Contractor | | | Personal Informatio | |
| 17. | Key Personnel of the | See clause 20 of the terms a details. Key Personnel Role: | nd conditions for further Key Personnel | Contact Details: | |
| | | | | | |
| | | Redacted under FOIA Section | 40, Personal Information | Heaton Mersey Stockport SK4 3GN Redacted under FOIA Section 40, Personal Information | |
| | | Exeter EX1 1QA | | Park Vale Road | |
| | | Natural England Sterling House Dix's Field | | APEM Limited Riverview A17 Embankment Business | |
| 16. | Address for notices | Customer: | | Contractor: | |
| | Progress Meetings and Progress Reports | See clause 9 of the terms and conditions for further details. | | | |
| | Clauses | See clause 8 of the terms and | conditions for further deta | ails. | |
| | Optional Intellectual Property Rights ("IPR") | The Customer has chosen Op for the Agreement as set out it | | ectual property rights provisions | |
| | | | | | |
| _ | Representative | Redacted under FOIA | | nal Information | |
| 13. | Contractor's Authorised | For general liaison your conta | ct will continue to be: | | |
| | Representative(s) | Redacted under FOIA Se | | formation | |
| | Contractor's Liability Cap (Clause 13.2.1) Customer's Authorised | A sum equal to £5,000,000. For general liaison your contact will continue to be: | | | |
| | Payment | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice. | | | |
| 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. | | | |

| | The Customer's additional sustainability requirements are as described in the specification. The Customer's equality and diversity policy/requirements are as described in the specification. |
|--|---|
| 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: ☒ |
| | Natural England anticipates that only incidental personal data (e.g. business email addresses) will be shared with and/or processed by the supplier. Further Data Protection Provisions of the terms and conditions are therefore not required. |
| | Appendix 4 of this Order Form is therefore not required. |

| Signed for and on behalf of the Customer | Signed for and on behalf of the Contractor |
|---|--|
| Name: Redacted under FOIA Section 40, Personal Information | Name: Ided under FOIA Section 40, Personal Information |
| Date: 23/02/2024 | Date: 12/03/2024 |
| Signature: Redacted under FOIA Section 40, Personal Information | 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'

Commercial Response

Descriptions of Cost per Hour

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)

| Tasks and / or Products | oost per mour | No of flours | Task |
|----------------------------|-----------------|--------------|------------------|
| Redacted und | er FOIA Section | 43, Commer | cial Information |
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| Rodacted under | er FOIA Section | 12 Commore | cial Information |
| Redacted unde | EL FOIA SECTION | 43, Commen | |
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| NE Version 1.0 | | | |

Appendix 3: Charges

| | | | Contract | Activity | Invoicing | Invoicing | Total |
|----------------|------------|--------|----------|----------|-----------|-----------|----------|
| | | | | _ | _ | _ | |
| | | | Status | Dates | March | May 2024 | Contract |
| | | | | | 2024 | | |
| Redacted | under FOIA | Sectio | n 43, C | Comn | nercia | al Info | rmatior |
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| T | | | | | 21792.38 | 21792.38 | 43584.76 |
| Total to be in | voiced: | | | | | | |

Appendix 4: Processing Personal Data

| Contract: | Habitat Feature Assessment of East Dartmoor SSSI |
|--|--|
| Date: | 26/02/2024 |
| Description of authorised processing | Details |
| Identity of Controller and Processor for each category of Personal Data | N/A |
| Subject matter of the processing | N/A |
| Duration of the processing | N/A |
| Nature and purposes of the processing | N/A |
| Type of Personal Data | N/A |
| Categories of Data Subject | N/A |
| data once the processing is complete UNLESS requirement under law to preserve that type of data | N/A |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement | N/A |
| 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 | N/A |