

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)	Redacted and 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>The Goods are to be Delivered in accordance with the following instructions:</p> <p>The specification and site location details are also set out in the attached Maps.</p> <p>Approximately 962 metres of deer fence, 2 x 12ft deer field gates, 4 x deer pedestrian gates as per specifications below.</p> <p>General Deer Fencing Specification in line with Forestry Commission guidance found at: https://cdn.forestresearch.gov.uk/2006/03/fctg002.pdf</p> <p>Parsons Close field fence to exclude Sika, Fallow, Roe and Muntjac.</p> <p>Fence height – 1800mm</p> <p>Maximum mesh size – 80mm x 80mm up to 1500mm of fence height</p> <p>Intermediate Stakes – chestnut, 2.6m x 8-10cm</p> <p>Strainers/turning posts – chestnut, 3m x 15-18cm</p> <p>Maximum stake spacing – 5 metres</p> <p>Tensioned top and bottom support wires to prevent mesh from sagging.</p> <p>Gate hanging and slamming posts chestnut square or round, minimum dimensions: 3m x 18cm minimum. Not to be used as strainers.</p> <p>2 x Field Gates must exclude all deer species above and be constructed from treated softwood timber. Height 1800mm and be minimum 3660mm wide. Can be single gate or pair, but pair must be secured in the centre (e.g. by drop bolts). Must be able to be secured with padlock.</p>

		<p>4 x Pedestrian gates must be self-closing, with a lockable latch and open within kissing gate enclosure. Constructed from treated softwood timber, 1800mm high and minimum 900mm wide. Some light scrub removal and/or topping will be required along fence line (to be confirmed with NE staff after contract awarded). Delivery Address: Hog Cliff NNR, Glebe Farm</p> <p>Date of Delivery: No later than end January 2025</p> <p>Packaging Instructions: <i>N/A</i></p> <p>Additional Delivery Instructions: <i>N/A</i></p> <p>Warranty Period: N/A</p>
	Services	None
7. Start Date	11/10/24	
8. Expiry Date	31/01/25	
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)	<p>For general liaison your contact will continue to be</p> <p>Redacted under FOIA Section 40 Personal Information</p>	
13. Contractor's Authorised Representative	<p>For general liaison your contact will continue to be</p> <p>or, in their absence,</p>	
14. Optional Intellectual Property Rights ("IPR") Clauses	<p>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.</p> <p>N/A</p>	
15. Progress Meetings and Progress Reports	Not applicable	
16. Address for notices	<p>Customer:</p> <p>Contractor:</p> <p>Redacted under FOIA Section 40 Personal Information</p>	

		Redacted under FOIA Section 40 Personal Information	
17. Key Personnel of the Contractor	Key Personnel Role: N/A	Key Personnel Name:	Contact Details:
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"/> N/A		

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

Specification

Hog Cliff NNR Glebe Farm deer 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 allow the natural establishment of woodland and exclude deer at Parsons Close field, Hog Cliff NNR, Glebe Farm, Natural England requires new deer fencing. Please see Maps for detail.

Requirement

The specification and site location details are also set out in the attached Maps.

Approximately 962 metres of deer fence, 2 x 12ft deer field gates, 4 x deer pedestrian gates as per specifications below.

General Deer Fencing Specification in line with Forestry Commission guidance found at: <https://cdn.forestresearch.gov.uk/2006/03/fctg002.pdf>

Parsons Close field fence to exclude Sika, Fallow, Roe and Muntjac.

Fence height – 1800mm

Maximum mesh size – 80mm x 80mm up to 1500mm of fence height

Intermediate Stakes – chestnut, 2.6m x 8-10cm

Strainers/turning posts – chestnut, 2.8m x 15-18cm

Maximum stake spacing – 10 metres

Tensioned top and bottom support wires to prevent mesh from sagging.

Gate hanging and slamming posts chestnut square or round, minimum dimensions: 2.8m x 15cm. Not to be used as strainers.

2 x Field Gates must exclude all deer species above and be constructed from treated softwood timber. Height 1800mm and be minimum 3660mm wide. Can be single gate or pair, but pair must be secured in the centre (e.g. by drop bolts). Must be able to be secured with padlock.

4 x Pedestrian gates must be self-closing, with a lockable latch and open within kissing gate enclosure. Constructed from treated softwood timber, 1800mm high and minimum 900mm wide.

Some light scrub removal and/or topping will be required along fence line (to be confirmed with NE staff after contract awarded).

Health and Safety

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.

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

1. Parsons Coppice field Deer fencing	Approximately 962 metres of deer fence, 2 x 12ft deer field gates, 4 x deer pedestrian gates	Contractor	Before end January 2025
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.

Redacted under FOIA Section 40 Personal Information

Appendix 3: Charges

Contractor quote - charges

Redacted under FOIA Section 43 Commercial Information

Total

£14,802.50 plus VAT

Redacted under FOIA Section 43 Commercial Information

Total

£24,862.56

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	