



Standard Contract for Goods and/or Services - Order Form

1. Purchase Order Number	10070038891	
2. Customer	Natural England, Manor House, Moss Lane, Whixall, Shropshire SY13 2PD	
3. Contractor(s)	Cheshire Farm Machinery	
4. Defra Group Members	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 c) the remaining Appendices (if any) in equal order of precedence.	
6. Deliverables	Applicable Deliverables	Goods Only: ☒ Services Only: ☐ Good and Services: ☐
	Goods	Supply and delivery of: 1 x McConnel Powerarm flail PA5555-60 L/H Motion Control for tractor with the following features: 5.5m reach Oil cooler LED road lights 60HP Cast iron gearbox & motor 1.2m DD Multicut flailhead F10H Flails Machine to be filled with oil. The Goods are to be Delivered in accordance with the following Instructions: Redacted under FOIA Section 40 Personal Information Packaging Instructions] Machine will be delivered to site ready to use with no packaging, suitable lifting equipment will be required to lift the machine from a trailer (height of 600mm to the floor. An engineer supplied by ourselves will then attach the machine and test in accordance to the manufactures guidelines. Additional Delivery Instructions: Delivery by prior arrangement only during normal office hours Monday – Friday 8am – 16.30pm.

		Warranty Period: [WARRANTY- warranty is for 12 months from date of delivery/commissioning.]
	Services	None
7. Start Date	15.2.2024	
8. Expiry Date	15.3.2024	
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	Redacted under FOIA Section 40 Personal Information	
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 Redacted under FOIA Section 40 Personal Information	
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.	
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	Redacted under FOIA Section 40 Personal Information
18. Procedures and Policies	For the purposes of the Agreement: <i>[add/amend/delete as necessary]</i> [The Customer's Staff Vetting Procedures are: <i>[Insert details/contained in [Insert link to relevant policy]</i>]. <i>[Example 1: The Customer requires the Contractor to ensure that any person employed in the Delivery of the Goods and/or Services has undertaken a disclosure and barring service check.]</i> <i>[Example 2: Details of what the Customer considers to be a Relevant Conviction for the purposes of clause 6.4 of the terms and conditions].</i> [The Customer's security / data security requirements are: <i>[Insert details/contained in [Insert link to relevant policy]</i>]. [The Customer's additional sustainability requirements are: <i>[Insert details/contained in [Insert link to relevant policy]</i>]. [The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] <i>[Insert details/contained in [Insert link to relevant policy]</i>]. [The Customer's health and safety policy is: <i>[Insert details/contained in [Insert link to relevant policy]</i>].
19. Special Terms	Special Term 1 – 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
Redacted under FOIA Section 40 Personal Information	Redacted under FOIA Section 40 Personal Information
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 Natural England Website and which are called 'Standard Goods & Services Terms and Conditions'

Appendix 3: Charges

The charge for the machine(PA5555-60) is plus Vat and is complete.

There is not expected to be any additional charges to be added within the warranty period.

An annual service is recommended for the machine as per the manufacturers recommendations.

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	

Appendix 2: Specification/Description

Redacted under FOIA Section 43 Commercial Information

