

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

1. Purchase Order Number	1070038079 and	1070038079 and 10070038660	
2. Customer	Natural England Sterling House Dix's Field Exeter EX1 1QA		
3. Contractor(s)	Philip Wilson & Associates Pennyhayes Shute Axminster Devon EX13 7QP		
	Company registration number – N/A		
4. Defra Group Members	The following Defra Group members will receive the benefit of the Deliverables:  N/A		
5. The Agreement	This Order is part of the Agreement and is subject to the terms and conditions referenced at <b>Appendix 1</b> 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 <b>Appendix 1</b> ; and		
	c) the remaining Appendices (if any) in equal order of precedence.		
6. Deliverables	Applicable Deliverables	Goods Only: □ Services Only: ⊠ Good and Services: □	
	Goods	None	
	Services	Resurvey of Dartmoor ESA moorland heather grazing monitoring transects - 2024 as set out in the specification and the Contractors commercial tender response at <b>Appendix 2</b> .	
7. Start Date	13/03/2024	<b>'</b>	
8. Expiry Date	31/05/2024		

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9. Charges	The Charges for the Goods and/or Services shall be as set out in <b>Appendix 3</b> – Charges. The Charges are fixed for the duration of the Agreement.		
10. Payment	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 40, Personal Information		
13. Contractor's Authorised	For general liaison your contact will continue to be:		
Representative	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.		
Ciduses	See clause 8 of the terms and conditions for further details.		
15. Progress Meetings and Progress Reports  16. Address for notices	See clause 9 of the terms and conditions for further details.		
	Redacted under FOIA Section 40, Personal Information  See clause 20 of the terms and conditions for further details.		
17. Key Personnel of the	Key Personnel Role: Key Personnel Contact Details:		
Contractor	Redacted under FOIA Section 40, Personal Information  See clause 6 of the terms and conditions for further details.		
18. Procedures and Policies	For the purposes of the Agreement:		

	<ul> <li>The Customer's security / data security requirements are as described in the specification.</li> <li>The Customer's additional sustainability requirements are as described in the specification.</li> <li>The Customer's equality and diversity policy/requirements are as described in the specification.</li> </ul>	
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 <b>Customer</b>	Signed for and on behalf of the Contractor
Name: Redacted under FOIA Section 40, Personal Information	Name: reclacted under Folia Section 40, Personal Information
Date: 06/03/2024	Date: 15/03/2024  Redacted under FOIA Section 40 Personal Information
Signature:	
Redacted under FOIA Section 40, Personal Information	Signature:

### **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'

## **Appendix 2: Contractors Tender Response**

Table 1: Commercial Response

Descriptions of Tasks	Cost per task / or Cost per Hour / Day (i.e. rate)	No of tasks / Hours / Days	Key delivery personnel for each task	Total Cost per task
Redacted under FOI	A Section 4	43, Com	mercial In	formation
Total Overall Price				£29656.25

## **Appendix 3: Charges**

As per commercial response – see Appendix 2

## **Appendix 4: Processing Personal Data**

Contract:	Resurvey of Dartmoor ESA moorland heather grazing monitoring transects - 2024
Date:	13/03/2024
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
Plan for return and destruction of the 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