



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

1. Purchase Order Number	To be confirmed	
2. Customer	Redacted under FOIA Section 40 P Natural England, Avalon Marshes Centre, Shapwick Road, Westhay, Somerset. BA6 9TT	
3. Contractor(s)	Porter Plant Hire Services, Moorhouse Farm, Southwick Road, Mark. TA9 4LJ.	
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"> <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	<p>To be completed between: 04/03/25 and 30/03/25</p> <p>Natural England will raise all consents appropriate to commencement of the project.</p> <ol style="list-style-type: none"> <li>1. Pre-works investigations including use of CAT scan.</li> <li>2. Cordon off working area to prevent access from non-working personnel.</li> <li>3. Separate working area from ditch with metal sheet pilings.</li> <li>4. Remove 18x3m section of damage concrete slab plus defunct brick retaining wall. Clear area ready for construction including removal of tree roots.</li> <li>5. Install 150mm thick reinforced concrete slab at base of construct.</li> <li>6. Install gabion basket retaining wall on concrete slab and build up ground behind with hardcore to provide solid base for track.</li> <li>7. Construct 150mm thick reinforced concrete track, tie in with existing track.</li> </ol>

		To be performed at Wisteria Farm, Middlemoor Drove, North Newton, TA7 0BT.
7. Start Date	04/03/25	
8. Expiry Date	30/05/25	
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 the successful contractor upon receipt of final invoice by BACS via Purchase Order	
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 <b>John Porter 07836 634703</b>	
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option B Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement. in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.	
15. Progress Meetings and Progress Reports	<ul style="list-style-type: none"> <li>The Contractor shall provide the Customer with daily progress reports</li> </ul>	
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:  <b>Working Method will follow:</b>  Refer to Section 6. Deliverables, and Appendix 2. Specification/Deliverables.  Contractor completed Natural England H&S Contractor Competence form.	

19. Special Terms	N/A
20. Additional Insurance	<i>Insurance to be in place in line with industry best practice</i>
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"/>

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
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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 total cost for the works will be:  
**£11900 + VAT.**

#### Appendix 4: Processing Personal Data

<b>Contract:</b>	[XXXX]
<b>Date:</b>	[XXXX]
<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	