



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

1. Purchase Order Number	TBC	
2. Customer	Redacted under FOIA Section 40 Personal Information Natural England, Blean NNR Workshop, Blean Common, Canterbury CT12 9JH	
3. Contractor(s)	SAGE ENVIRO, Long Lane Cottage, Long Lane, Sheperdswell, Dover, Kent CT15 7LX.	
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	<b>Goods Only:</b> <input type="checkbox"/> <b>Services Only:</b> <input checked="" type="checkbox"/> <b>Good and Services:</b> <input type="checkbox"/>
	Goods	<b>None.</b>
	Services	<p>To use plant / machinery to surface 870m of bridleway track to improve public access and facilitate forestry operations, as described more fully in the RFQ.</p> <p>To be carried out at Ham Street Woods National Nature Reserve, south of Ashford, in Kent.</p> <p>Delivery: 7<sup>th</sup> October to 1<sup>st</sup> November 2024</p>
7. Start Date	07/10/2024	
8. Expiry Date	01/11/2024	

<b>9. Charges</b>	The Charges for the Goods and/or Services totalling £49,624.70 shall be as set out below in <i>Appendix 3 – Charges</i> . The Charges are fixed for the duration of the Agreement.
<b>10. Payment</b>	Payments will be made to  <b>Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.</b>
<b>11. Contractor's Liability Cap (Clause 13.2.1)</b>	A sum equal to £5,000,000
<b>12. Customer's Authorised Representative(s)</b>	For general liaison your contact will continue to be <b>Redacted under FOIA Section 40 Personal Information</b>
<b>13. Contractor's Authorised Representative</b>	For general liaison your contact will continue to be <b>Redacted under FOIA Section 40 Personal Information</b>
<b>14. Optional Intellectual Property Rights ("IPR") Clauses</b>	The Customer has chosen Option <b>B (Default Option)</b> in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions.
<b>15. Progress Meetings and Progress Reports</b>	<ul style="list-style-type: none"> <li>The Contractor shall attend progress meetings with the Customer every week</li> <li>The Contractor shall provide the Customer with progress reports every week</li> </ul>
<b>16. Address for notices</b>	<b>Customer:</b> <b>Contractor:</b> <b>Redacted under FOIA Section 40 Personal Information</b>
<b>17. Key Personnel of the Contractor</b>	<b>Key Personnel Role:</b> <b>Key Personnel Name:</b> <b>Contact Details:</b>  <b>Redacted under FOIA Section 40 Personal Information</b>
<b>18. Procedures and Policies</b>	<b>N/A</b>  For the purposes of the Agreement: <i>[add/amend/delete as necessary]</i>

	<p>[The Customer's Staff Vetting Procedures are: <b>[Insert details/contained in [Insert link to relevant policy].</b></p> <p><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></p> <p><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></p> <p>[The Customer's security / data security requirements are: <b>[Insert details/contained in [Insert link to relevant policy].</b></p> <p>[The Customer's additional sustainability requirements are: <b>[Insert details/contained in [Insert link to relevant policy].</b></p> <p>[The Customer's equality and diversity policy/requirements and instructions related to equality Law [and] environmental policy [is/are] <b>[Insert details/contained in [Insert link to relevant policy].</b></p> <p>[The Customer's health and safety policy is: <b>[Insert details/contained in [Insert link to relevant policy].</b></p>
<b>19. Special Terms</b>	<b>N/A</b>
<b>20. Additional Insurance</b>	
<b>21. Further Data Protection Provisions</b>	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p><b>Yes:</b> <input type="checkbox"/></p> <p><b>No:</b> <input checked="" type="checkbox"/></p>

Signed for and on behalf of the <b>Customer</b>	Signed for and on behalf of the <b>Contractor</b>
Name:	Name:

**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**

Pre-Start Works: Confirmed site works dates (3 weeks to complete weather dependant) Aim for Start on site to be 7<sup>th</sup> October as discussed with Rob Carver on site (weather dependant).

### **Proposed Methodology**

Detailed Evaluation Criteria Liaise with client NE that footpath closures organised, and residents/users of car park know its closed. Gareth Devey Sage Enviro Operations Manager/NEBOSH Accredited to carry out Site Specific Risk Assessment before works commence on site and all staff briefed. TM Crew to set out men at work signage and barriers for either end of the works site/access points. Portaloo to be delivered to site and placed in Bourne Lane Car Park for the duration of works.

Our teams are used to dealing/interfaces with public so will stay in a calm manner and inform them of the correct contact information should they have any issues or grievances. Moreover, staff will inform their line manager at the earliest opportunity.

The works will be audited during the progress and information/site photos sent to the client via our in-house I-Auditor software. All staff will be in PPE orange or yellow and RAMS adhered to. All vehicles contain a van pack with all the relevant H&S documentation should they require.

Progress meeting with the client 1 per week, with more if required.

Machinery to be delivered to site (8tonne excavator/compact loader or 2nd digger for loading of stone from car park/ride on roller/dumper) Excavator to scrape of trackways and prep surfaces to geotextile membrane. Ascertain areas as discussed on site that require a French drain installed to capture the excess water to avoid future puddling.

French drain – trench, lay in membrane leaving flaps at top, 100mm base of pea shingle, 100mm perforated pipe, back fill to surface with peas shingle, fold membrane over. Some of these will need to connect to existing culverts for water to flow into.

Level trackway where required and fill in/fold ruts where possible and compact. Any excess spoil to be scattered in overgrowth and not placed or stacked in lumps of piles.

Week 2/3 Car park to be shut for designated refuelling and tipping area/delivery of materials (mindful to keep disruption to residents on Bourne Lane to a minimum. i.e. access/noise.) We have worked out there would be between 50-55 lorry movements to bring materials to site. 5-6 movements per day for 10 days week 2/3.

Weather conditions will determine the approach of laying aggregate, whether to start at nearest point to furthest or vice a versa. Membrane to be laid and MOT primary tipped in an even moving fashion, then spread with digger, then vibrated. Any low of high spots then to be re graded again and rolled. Works to be completed section by section for good working practice and sense of achievement for the staff.

Upon completion the site will be fully checked for defects with the client and rectified on site. Once signed off the site to be cleared of any leftover materials/waste. Porta loo and machinery to be collected and removed from site.

**Added Value:** Local staff for local work within 30mile radius Staff used to interface with public.  
Materials sourced within 30mile radius Historical knowledge of the site as already approved and work on this site before. Utilising our I-Auditing software for the duration or these works staff are well versed in working on or near SSSI/NNR sites.

### Appendix 3: Charges

Descriptions of Tasks and / or Products	Cost per product / or Cost per Hour / Day (i.e. rate)	No of products / Hours / Days	Total Cost per Task
Redacted under FOIA Section 43 Commercial Information			
Total Overall Cost			£49,624.70

#### Appendix 4: Processing Personal Data

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