Add NE Logo

***Guidance note: Several parts of this Order are highlighted with guidance and options as follows:***

1. ***(Blue) Internal guidance note that must be deleted before circulating.***
2. ***(Yellow) Optional provision to be deleted if not required or amended to reflect the circumstances.***
3. *This Order and the accompanying Terms and Conditions are to be used for medium value (£10-50K) contracts for relatively simple purchases of goods and/or services.*
4. *Except as permitted in this Order the Terms and Conditions are not intended to be varied or negotiated in any way.*
5. *For complex goods/services or long term service arrangements, please use one of the other Standard Template documents as appropriate. The Decision Tree document found at [link] will help you determine the appropriate Standard Template document to use.*
6. *Section 21 of this Order contains guidance and options to select in respect of applicable data sharing/processing provisions depending on the level of sharing or processing of personal data you anticipate the supplier will be carrying out.*

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

|  |  |
| --- | --- |
| 1. **Purchase Order Number**
 | [**Insert** Customer's purchase order number *if known or state that it is to be confirmed if not known*] |
| 1. **Customer**
 | [**Natural England, acting as part of the crown** |
| 1. **Contractor(s)**
 | [**Insert** *Contractor’s name, registered address (if registered), and registration number (if registered),use Companies House* [*website*](https://find-and-update.company-information.service.gov.uk/) *to obtain or validate details of incorporated entities)]* |
| 1. **Defra Group Members**
 | The following Defra Group members will receive the benefit of the Deliverables:Natural England |
| 1. **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. ***[Guidance note: Please do not attach any Contractor terms and conditions to this Order. Please speak to GLD or your relevant legal team if the Contractor is seeking to incorporate its own terms such as for software licenses as this may not be a suitable template contract in those circumstances.*** The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):1. this Order;
2. the terms and conditions at Appendix 1; and
3. the remaining Appendices (if any) in equal order of precedence.
 |
| 1. **Deliverables**
 | **Applicable Deliverables**  | **Goods Only:**[ ] **Services Only:**[x] **Good and Services:**[ ]  |
| **Goods** | None.  |
| **Services** | [***Guidance note: Delete as appropriate***][Insert Description: as set out [below] OR [in Appendix 2 – Specification / Description]*Post-Deployment monitoring of seahorse hotels to assess effectiveness of the hotels for providing refuge for seahorses.* Date(s) of Delivery: 15/05/2025 – 30/11/2025 |
| 1. **Start Date**
 | *[****Insert*** *Day Month Year]*  |
| 1. **Expiry Date**
 | *[****Insert*** *Day Month Year]* ***[Guidance note: Please note that in respect of Services at paragraph 2.3 of Annex 2 of the terms and conditions, that the Customer has the option to extend the Agreement by a further period of up to 6 months]*** |
| 1. **Charges**
 | The Charges for the Goods and/or Services shall be as set out [below ***[insert details]*** / in [Appendix 3 – Charges]]. The Charges are fixed for the duration of the Agreement.  |
| 1. **Payment**
 | Payments will be made in pounds by BACS transfer using the details provided by the supplier on submission of a compliant invoice.   |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)**
 | [A sum equal to £5,000,000]. |
| 1. **Customer’s Authorised Representative(s)**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] or, in their absence, [**Insert *secondary name and contact details***]. |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | 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.***Default Option- Option B: Customer ownership of all New IPR with limited Contractor rights to all New IPR in order to deliver the Agreement.*** |
| 1. **Progress Meetings and Progress Reports**
 | As per RfQ – to be discussed on during start up meeting. |
| 1. **Address for notices**
 |

|  |  |
| --- | --- |
| **Customer:** | **Contractor:** |
| [**insert *nameand address of Customer***]Attention: [**insert *title***]Email: [**insert *email address***] | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
| ***[Guidance note: See clause 20 of the terms and conditions for further details]*** |

 |
| 1. **Key Personnel of the Contractor**
 |

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |
| ***[Guidance note: List names of any Contractor Key Personnel required to deliver the Agreement, and their contact details – see clause 6 of the terms and conditions for further details]***  |
|  |  |  |

 |
| 1. **Procedures and Policies**
 | N/A |
| 1. **Special Terms**
 | Special Term 1 - ***[Insert terms to revise or supplement the terms and conditions, or enter ‘N/A’ and delete the extra rows below for example but not exhaustive:**** ***longer extension period;***
* ***time being of the essence for delivery]***

***[Guidance note: Always seek legal advice when including special terms which revise or supplement the standard terms and conditions.]*** |
| 1. **Additional Insurance**
 |  |
| 1. **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:**[x]  |

 ***[Guidance note: Please note that typically the Contractor should sign first and return the copy to the Customer to sign]***

|  |  |
| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor**   |
| Name: [**Insert** name] [**Insert** job title] | Name: [**Insert** name][**Insert** job title] |
| Date:  | Date: |
| Signature: | Signature: |

**Appendix 1: Terms and Conditions**

The Customer’s Standard Good & Services Terms and Conditions which can be located on the [Natural England Website](https://eur05.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Fnatural-england%2Fabout%2Fprocurement&data=05%7C01%7Cdaniel.lavender%40dlapiper.com%7Ce61b389c5e15470f278e08dbcc060e37%7Ce855e7acc54640d299f7a100522010f9%7C1%7C0%7C638328098969691096%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=ymInFtzabvMF3T9or361i03D%2B4kyuzgt8T5CzJeS7Gc%3D&reserved=0) and which are called ‘Standard Goods & Services Terms and Conditions’

**Appendix 2: Specification/Description**

[***Guidance note: Tender specification and Contractor’s tender response to be included here (if applicable)***]

**Appendix 3: Charges**

[***Guidance note: Include a clear breakdown of the charges in as much detail as necessary***]

**Appendix 4: Processing Personal Data**

|  |  |
| --- | --- |
|  |   |
| **[XXXX]** |
| **Contract:** |
| **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 |  |