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

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| 1. **Purchase Order Number**
 |  |
| 1. **Customer**
 | Philip Thorpe. Natural England, Avalon Marshes Centre, Shapwick Road, Westhay, Somerset. BA6 9TT |
| 1. **Contractor(s)**
 |  |
| 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. 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** |  |
| **Services** | To be completed between: 01/09/25 and 31/10/251. Procure and install 2x Aqua Delta t400d2 solar pumps with water flow meter on pump outlet pipes and 12x solar panels sufficient to power the pumps at full capacity.
2. Install associated infrastructure to protect the pumps and solar panels and provide suitable conditions for them to operate – includes installation of livestock-proof fencing, 12ft galvanised field gates with galvanised metal posts, and 3.5m long galvanised metal sheet piling set 1 meter into the clay bed below the peat layer to support the ditch banks and earth bund following reprofiling works. Sheet piling to cover a minimum distance of 6m within the ditch channel.
3. Reinstate safe access for farm machinery through a redundant gateway over an earth bund. A motorway barrier headwall to be constructed either side of the bund and 400mm of clean, crushed locally sourced stone to be installed over a geotextile membrane on top of the bund. Top of motorway barriers to be at ground level. Stone to be compacted to ground level. Headwalls to be joined with metal cables ties to prevent lateral movement.

To be performed at Kings Sedgemoor, off Beer Drove (adjacent to High Ham Rhyne), Aller, Somerset. TA10 0QX.  |
| 1. **Start Date**
 | *[****Insert*** *Day Month Year]*  |
| 1. **Expiry Date**
 | *[****Insert*** *Day Month Year]* |
| 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 to the successful contractor upon receipt of invoices by BACS via Purchase Order. ***Invoices may be submitted at the completion of each of the three phases of work:***1. ***Purchase and delivery to Natural England of 2x Aqua Delta t400d2 solar pumps with 12x solar panels sufficient to power the pumps at full capacity.***
2. ***Ground preparation and vegetation works prior to installation works, plus installation of structures required to reinstate safe access for farm machinery over a peat bund and provide stable conditions for siting the solar pumps.***
3. ***Installation of 2x Aqua Delta t400d2 solar pumps with water flow meter on pump outlet pipes and 12x solar panels sufficient to power the pumps at full capacity. Installation of fencing to protect solar panels from livestock. Final payment will be made once installation completed and solar pumps demonstrated to be operational.***
 |
| 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 **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. |
| 1. **Progress Meetings and Progress Reports**
 | The Contractor shall provide the Customer with progress reports upon completion of key deliverables:* Purchase and delivery to Natural England of 2x Aqua Delta t400d2 solar pumps with 12x solar panels sufficient to power the pumps at full capacity.
* Ground preparation and vegetation works prior to installation works; includes providing stable conditions for siting the solar pumps.
* Installation of structures required to reinstate safe access for farm machinery over a peat bund and provide stable conditions for siting the solar pumps.
* Installation of 2x Aqua Delta t400d2 solar pumps with 12x solar panels sufficient to power the pumps at full capacity.
* Installation of fencing to protect solar panels from livestock.
* Solar pumps demonstrated to be operational.
 |
| 1. **Address for notices**
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| --- | --- |
| **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***] |

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

|  |  |  |
| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement:**Working Method will follow and expand upon:****The Outline Method of Works within ‘Natural England Specification of Requirements – KSM Solar Pumps’****Risk Assessment to be agreed with Natural England prior to commencement of works.****Contractor to be SSIP accredited or to complete Natural England H&S Contractor Competence form.** |
| 1. **Special Terms**
 | **N/A** |
| 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]  |

|  |  |
| --- | --- |
| 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**

**Appendix 3: Charges**

**Appendix 4: Processing Personal Data**

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| --- | --- |
|  |   |
| **[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 |  |