Add NE Logo

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

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| 1. **Purchase Order Number** | Will be issued by SSCL upon Contract Award. | |
| 1. **Customer** | Natural England  Foss House, Kings Pool, 1-2 Peasholme Green  York  YO1 7PX | |
| 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:**  **Good and Services:** |
| **Goods** | 13 x Apple 11-inch iPad Pro Wi-Fi + Cellular (5G) 4th generation tablet, 128GB, Space Grey  13 x Waterproof rugged case (slim fit)  The Goods are to be Delivered in accordance with the following instructions:  Delivery Address: to be confirmed on Contract Award  Date of Delivery: Week commencing 4th August  Packaging Instructions: In accordance with Appendix 2 - Specification  Additional Delivery Instructions: In accordance with Appendix 2 - Specification  Warranty Period: |
| **Services** | None. |
| 1. **Start Date** | *28/07/2025* | |
| 1. **Expiry Date** | *11/08/2025* | |
| 1. **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. | |
| 1. **Payment** | Payments will be made up receipt of goods. 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  Will be confirmed upon contract award.  or, in their absence,  Will be confirmed upon contract award. | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  Will be confirmed upon contract award.  or, in their absence,  Will be confirmed upon contract award. | |
| 1. **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. | |
| 1. **Progress Meetings and Progress Reports** | Not applicable | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:** | **Contractor:** | | Will be confirmed upon contract award  Attention: [**insert *title***]  Email: [**insert *email address***] | Will be confirmed upon contract award  Attention: **[insert *title***]  Email: [**insert *email address***] | | ***[*** | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | |  | | | |  |  |  | | |
| 1. **Procedures and Policies** | For the purposes of the Agreement:  The Customer’s security / data security requirements are: as described in Appendix 2 - Specification  The Customer’s additional sustainability requirements are: as described in Appendix 2 - Specification | |
| 1. **Special Terms** | None | |
| 1. **Additional Insurance** | None | |
| 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:** | |

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

**Supply specification for Soil (S+A) Survey data capture:**

* 13 x Apple 11-inch iPad Pro Wi-Fi + Cellular (5G) 4th generation tablet, 128 GB, Space Grey
* 13 x Waterproof rugged case (slim fit)

**Timescales**

The 13 x Soil (S+A) iPad Pros and cases should be dispatched by week commencing 4th August.

**Sustainability**

Natural England protects and improves the environment and is committed to reducing the sustainability impacts of its activities directly and through its supply chains. We expect the Contractor to share this commitment and adopt a sound, proactive sustainable approach in keeping with the 25 yr environmental plan/our commitments compliant with all applicable legislation. This includes understanding and reducing direct and indirect sustainability impacts and realising opportunities, including but not restricted to; resilience to climate change, reducing greenhouse gas emissions, water use and quality, biosecurity, resource efficiency and waste, reducing the risk of pollution, biodiversity, modern slavery and equality, diversity & inclusion, negative community impacts.

As a delivery partner, the successful contractor is expected to pursue sustainability in their operations, thereby ensuring the Contracting Authority is not contracting with a supplier whose operational outputs run contrary to the Contracting Authority’s objectives. The successful contractor will need to approach the project with a focus on the entire life cycle of the project.

**Outputs**

|  |  |  |  |
| --- | --- | --- | --- |
| Reference | Deliverable | Responsible Party | Date of completion |
| S 1 | 13 x Apple 11-inch iPad Pro Wi-Fi + Cellular (5G) 4th generation tablet, 128GB, Space Grey | Supplier | 11/08/2024 |
| S 2 | 13 x Waterproof rugged case (slim fit) | Supplier | 11/08/2024 |

**Appendix 3: Charges**

**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 |  |