Add NE Logo

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

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| 1. **Purchase Order Number** |  | |
| 1. **Customer** | Natural England  Cabin Hill NNR, Formby, Merseyside  Cheshire to Lancashire Area Team  **Contact Barry Smith 07780 338 173** | |
| 1. **Contractor(s)** |  | |
| 1. **Defra Group Members** | 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** |  |
| **Services** | Services are to be delivered in accordance with specification document as set out in appendix 2.  To be performed at Cabin Hill NNR, Formby, Merseyside  Date(s) of Delivery: W/C 15th September 2025 |
| 1. **Start Date** | *September 2025* | |
| 1. **Expiry Date** | *[31st Jan 2026* | |
| 1. **Charges** | The Charges for the Goods and/or Services shall be as set out. The Charges are fixed for the duration of the Agreement. | |
| 1. **Payment** | Payments will be made to Natural England via BACS. | |
| 1. **Contractor’s Liability Cap (Clause 13.2.1)** | £5 Million | |
| 1. **Customer’s Authorised Representative(s)** | For general liaison your contact will continue to be  Barry.smith@naturalengland.org.uk  07780 338 173  or, in their absence,  peter.gahan@naturalengland.org.uk | |
| 1. **Contractor’s Authorised Representative** | For general liaison your contact will continue to be  Barry.smith@naturalengland.org.uk  07780 338 173  or, in their absence,  peter.gahan@naturalengland.org.uk | |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses** | Option B | |
| 1. **Progress Meetings and Progress Reports** | The Contractor shall attend initial on-site visit with the Customer and follow up site meetings as required. | |
| 1. **Address for notices** | |  |  | | --- | --- | | **Customer:**  Barry Smith  Natural England  2 West End Lodge  Pinfold Lane  Ainsdale  PR8 3QW  Email:  [barry.smith@naturalengland.org.uk](mailto:barry.smith@naturalengland.org.uk) | **Contractor:**  **TBC** | |  |  | |  | | |
| 1. **Key Personnel of the Contractor** | |  |  |  | | --- | --- | --- | | **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** | |  |  |  | | |
| 1. **Procedures and Policies** |  | |
| 1. **Special Terms** |  | |
| 1. **Additional Insurance** | N/A | |
| 1. **Further Data Protection Provisions** | No special terms | |

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| --- | --- |
| Signed for and on behalf of the **Customer** | Signed for and on behalf of the **Contractor** |
| Name:  [Barry Smith]  [Reserve manager] | Name:  [**Insert** name]  [**Insert** job title] |
| Date: 04/08/2025 | 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**

**Dune slack restoration**

Create four new dune slacks within Cabin Hill NNR – three will be located in the frontal/embryo dunes and one will be situated in the north-west corner of the grazing enclosure. Approx locations are included in Annex 1 and grid references are provided below.

***Three dune slacks in frontal dunes - SD 28168 04751 SD 28066 04809 SD 28013 04914***

Use an excavator to mechanically remove all surface vegetation, roots and topsoil from within these areas to expose bare sand and continue towards water table – Actual size, depth and amount of sand removed will be dependent on site conditions (height of water table and topography) this can be discussed and agreed with NNR site staff during site visit and at the time of these works. All organic matter should be buried and covered with at least 1 metre of bare sand. Where possible removed sand can be contoured into the existing dunes to create sandy south facing slopes.

***One dune slack inside grazing enclosure – SD 28175 05108***

Use an excavator to mechanically remove all surface vegetation, roots and topsoil from within this area to expose bare sand and continue towards the water table – Again, actual depth and amount of sand removed will be dependent on site conditions (height of water table and topography) this can be discussed and agreed with NNR site staff at the time of these works. All organic matter should be buried and covered with at least 1 metre of bare sand.

Sand removed from this slack and burial area is to be transported in a dumper (tracked or low ground pressure tyres) to infill and profile two wet slack areas on the northern edge of grazing area. To be discussed during site visit.

***Dune slack rejuvenation – SD 28324 05284***

Use an excavator to mechanically remove all surface vegetation, improving the slack by turf stripping approx 40m x 30m area, removing all surface vegetation including willow scrub, roots and topsoil from within area to expose bare sand - ensuring existing levels and appropriate gradients are maintained to form a shallow pool. All organic matter should be buried and covered with at least 1 metre of bare sand - fresh sand can also be used to cover the new pool surface.

***Sand lizard bare sand corridor creation – locations to be agreed.***

Use an excavator to create five 100m x 1m wide corridors between two frontal dune ridges. Removing all surface vegetation, roots and topsoil from within designated areas to expose bare sand. All organic matter should be buried and covered with at least 1 metre of bare sand.

**Prerequisites**

Prior to provision of a bid the contractor must visit the site accompanied by the contract supervisor, in order to;

* Determine access routes
* Clarify the extent of the work
* Discuss proposed design and specification details

**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 |  |