Add NE Logo

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

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| --- | --- |
| 1. **Purchase Order Number**
 | To be confirmed on award of contract |
| 1. **Customer**
 | Natural EnglandSeacole Building2 Marsham StreetLondonSW1P 4DF |
| 1. **Contractor(s)**
 | [*Contractor’s name, registered address (if registered), and registration number (if registered)* – to be confirmed on award of contract |
| 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** | None.  |
| **Services** | See Appendix 2 – Specification/Description.  |
| 1. **Start Date**
 | November 2025 |
| 1. **Expiry Date**
 | 28th February 2026 |
| 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 in GBP 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 Penelope Pomroy (protectedsites.contracts@naturalengland.org.uk). or, in their absence another member of the SSSI Monitoring and Evaluation Team will respond.  |
| 1. **Contractor’s Authorised Representative**
 | For general liaison your contact will continue to be [**Insert *contract manager name and contact details***] – to be confirmed on award of contractor, in their absence, [**Insert *secondary name and contact details***]. – to be confirmed on award of contract |
| 1. **Optional Intellectual Property Rights (“IPR”) Clauses**
 | The Customer has chosen Option Bin respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. |
| 1. **Progress Meetings and Progress Reports**
 | An initial inception meeting will be arranged on contract start up. The contractor will then be expected to report regularly to NE, providing a clear understanding of progress.  |
| 1. **Address for notices**
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| **Customer:** | **Contractor:** |
| Natural England Seacole Building 2 Marsham Street Westminster, London SW1P 4DP   Attention: Penelope Pomroy  Email: protectedsites.contracts@naturalengland.org.uk  | [**insert *nameand address of Contractor*]**Attention: **[insert *title***]Email: [**insert *email address***] |
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| 1. **Key Personnel of the Contractor**
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| --- | --- | --- |
| **Key Personnel Role:** | **Key Personnel Name:** | **Contact Details:** |
|  |  |  |
| To be confirmed on award of contract |
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| 1. **Procedures and Policies**
 | For the purposes of the Agreement:  [The Customer’s Staff Vetting Procedures are: The Tenderer must demonstrate their commitment and ability to manage sensitive tenure information according to GDPR guidelines and in line with Natural England’s policies and best practice. Describe your track record in this area, detail your existing policies, systems and processes with regard to data privacy and security and explain how these would be implemented in the delivery of this contract. Tenderers should demonstrate that all staff likely to be involved in this contract already have, or would receive, training in GDPR and its implications for dealing with sensitive tenure information in a public-facing environment using both written (emails and letters) and verbal (telephone calls) communication.  The Customer’s security / data security requirements are: Compliance with General Data Protection Regulations (2018).   The Customer’s additional sustainability requirements are: Suppliers are expected to have an understanding of the Sustainable Development Goals, the interconnections between them and the relevance to the goods, services and works procured on the Client’s behalf.  |
| 1. **Special Terms**
 | N/A |
| 1. **Additional Insurance**
 | N/A |
| 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:**[x] **No:**[ ]  |

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

**Land referencing to facilitate arranging access permission for SSSI surveys in 2026/27**

In order to arrange a SSSI monitoring survey, Natural England contacts all owners of land within the site boundaries and requests permission to access their land where it falls within the SSSI. We also aim to contact all occupiers of land within the SSSI, where we have their contact details, to inform them of our intention to survey and ask for their cooperation. The first step in this process is identifying the landowner and, where relevant, the occupier (jointly referred to as the landholders) and their associated contact details.

This contract will identify the landholders and their associated contact details.

During this process, the contractor will:

* At all times adhere to Natural England’s GDPR policy (as outlined above) and use suitable file protection and secure sharing protocols throughout, as agreed with Natural England.
* Use all potential sources of information to collate and/or obtain all up-to-date tenure information and landholder contact details for each SSSI (sites to be confirmed by Natural England on award of the contract).
* Produce Arc-GIS compatible tenure maps and shapefiles of each SSSI, along with an ‘Access Contacts for Surveyors’ spreadsheet which can be cross referenced with each other.

**Resources available to the contractor**

On contract award, in addition to the primary dataset described below, the contractor will be supplied with the following resources:

* A suggested template for creating ‘Access Contacts for Surveyors’ spreadsheets in Excel
* Information regarding which SSSIs we require tenure information for and an order of priority for these sites
* Shapefiles of each SSSI
* A designated contact within the SME team at NE

All supplied documents and processes can be discussed and amended if appropriate during the contract set-up process.

**Appendix 3: Charges**

Please use the following table as a guide. The structure of items and work will depend on your workflow for the project.

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| --- | --- | --- | --- | --- |
| **Item of work/task**    | **Grade of Staff**    | **Day Rate**    | **Number of Days**    | **Total Cost**    |
| Project planning  |     |     |     |     |
| Initial Data collation and processing |  |  |  |  |
| Compiling ‘access contacts spreadsheet’ and tenure maps  |    |    |    |    |
| QA of access contacts spreadsheets/maps before delivery to NE   |    |    |    |    |
| Regular (weekly) written progress summaries, meetings and liaison with NE   |     |     |     |     |
| Final summary report   |     |     |     |     |
| Associated costs (materials)   |     |     |     |     |
| **Total excl. VAT**   |    |    |    |    |
| **Total incl. VAT**   |    |    |    |    |

**Appendix 4: Processing Personal Data**

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| **SSSI Tenure Identification and Mapping for 2026 Surveys** |
| **Contract:** |
| **Date:** | **[06/10/2025]** |
| **Description of authorised processing** | **Details** |
| Identity of Controller and Processor for each category of Personal Data | The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are: Controller: Natural England at Foss House, Kings Pool, 1-2 Peasholme Green, York, Y01 7PX Processor: |
| Subject matter of the processing | SSSI tenure identification and mapping to facilitate obtaining access permissions for the 2026 survey season.  |
| Duration of the processing |  For the duration of the contract only.  |
| Nature and purposes of the processing | Landholder contact details will be sent to the contractor for the purposes of the contractor rationalising, and adding to, this data. The contractor will update these contact details as appropriate and forward these updates on to Natural England. |
| Type of Personal Data | Name, relationship to land (owner/occupier/management influence/agent) telephone numbers, addresses, email addresses.  |
| Categories of Data Subject |  Customer contact information. |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data | The contractor will return the amended owner/occupier details to Natural England at the end of the contract. The contractor will destroy the data no more than 7 years after the end of the contract, in line with the NE GDPR policy.  |
| Locations at which the Contractor and/or its subcontractors process Personal Data under this Agreement | Relevant work locations in line with the organisations GDPR policy.  |
| 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 | All measures in line with the organisations GDPR policy.  |