



**Dartmoor Mires Project  
Breeding Bird Survey 2014**

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**CONTRACT**

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**1. Parties to Contract**

This Contract is made this 22<sup>nd</sup> day of May 2014

**BETWEEN :**

**(1) Dartmoor National Park Authority** of Parke, Bovey Tracey, Newton Abbot, Devon TQ 13 9JQ (*"the Authority"*) and

**(2) RSPB** of Keble House, Southernhay Gardens, Exeter (*"the Contractor"*)

**2. Purpose of Contract**

The purpose of the contract is for the Contractor to survey the breeding birds found on Dartmoor blanket bog sites, in particular the areas surveyed by the Contractor for the Authority in 2010, in accordance with maps and information provided by the Authority.

**3. Contract Specification**

- a) The Contractor shall survey the potential restoration areas of blanket bog identified by the Authority on the maps supplied.
- b) The survey method will involve transect routes devised to maximise the chance of locating all breeding dunlins. This may differ to the routes taken in the 2007 dunlin and golden plover survey which involved straight transects 250m apart, with some closer transects in core areas.
- c) The surveys shall be carried out during June 2014 and completed by 30 June 2014.
- d) The Contractor shall produce a report collating and analysing all the data collected as detailed below by 30 September 2014 and submit a final report by 1 December 2014.

#### **4. Report**

The report shall be supplied as a paper copy and in Microsoft Word format. The Authority reserves the right to reject without further cause or explanation any document or electronic file provided by the Contractor or any person working for the Contractor that is incomplete, incorrectly formatted or non-compatible with the Authority's computer systems. Any provision of incomplete, incorrectly formatted or non-compatible documents or materials shall be taken to be a failure to deliver proper performance under this Contract.

The final report shall be supplied to the Authority by **1 December 2014** and must include the following: -

- methodologies used
- locations of all dunlin, golden plover and skylarks imitating dunlins, will be recorded and mapped and overlaid with the location of the potential restoration areas. For other species, a single map will show all territory locations and the potential restoration areas
- results and discussion to be collated for each site as well as collectively
- discussion of conservation importance of all survey data collected
- annotated maps of each site with survey areas, transect routes, GPS refs, etc

#### **5. Contract Milestones**

The Contractor is required to:

- a. commence fieldwork by 1 June 2014;
- b. complete all survey work by 30th June 2014;
- c. submit the final report, maps and electronic version submitted to Frances Cooper by 1 December 2014;

#### **6. Lead Officer**

The Authority's lead officer and principal point of contact for the purposes of this contract is Frances Cooper (Biodiversity Officer- Mires project).

#### **7. Payment**

The Authority will pay to the Contractor the sum of £7,980-00 (seven thousand nine hundred and eighty pounds) upon the receipt of a satisfactory final survey report as specified above. VAT is not payable. The total sum of £7,980-00 payable under the Contract shall include all travel costs and other expenses howsoever incurred.

Payment of the amount due to the Contractor will normally be made within 21 days from the date of receipt of a written invoice, unless there shall be a dispute to the correctness thereof.

#### **8. Monitoring**

The Authority reserves the right to monitor the work done pursuant to this Contract and in particular to accompany the Contractor or any person employed by the Contractor, by prior arrangement, during the whole or part of any interview or visit;

The Contractor shall co-operate with the Authority's contract supervisor in the making of any necessary arrangements pursuant to this clause.

#### **9. Intellectual Property Rights**

For the avoidance of any doubt it is hereby agreed and declared that all photographs, sketches, plans, maps, documents, records, correspondence and all other information acquired, created or otherwise obtained in any work on the project under the Contract shall be the sole property of the Authority.

The Contractor hereby permanently and irrevocably assigns to the Authority any and all copyright, moral rights and all other intellectual property rights that the Contractor or any person working for or on behalf of the Contractor pursuant to this contract would otherwise acquire through the performance of this Contract.

The Contractor agrees and undertakes that the Authority's organisational name, logo or other identifying mark shall not be used without prior written approval from the contract supervisor.

#### **10. Health & Safety at Work**

The attention of the Contractor is directed particularly to the responsibilities of employers under the Health and Safety at Work Act 1974 (as amended) and Codes of Practice issued by the Health and Safety Executive;

The Contractor shall at all times be responsible for ensuring safe systems of work, suitable and safe equipment and a safe working environment for all operations coming under the scope of this Contract or any associated operations in order to protect the health and safety of the Contractor and all persons who may be employed by him and all persons employed by the Authority or working in a paid or unpaid capacity for the Authority or working with the Authority and all other persons including members of the public. The contractor will be expected to conduct all necessary risk assessments;

Before the commencement of any work pursuant to this Contract the Contractor shall sign and return the Health and Safety acknowledgement of responsibilities at Appendix Two hereto.

#### **11. Insurance and Indemnity**

The Contractor shall indemnify and keep indemnified the Authority from and against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury or death of any person whomsoever arising out of or in the course of or caused by the execution of this Contract, and from and against any action, claims, demands, damages, loss, costs or expenses whatsoever and howsoever which may be brought against the Authority or which the Authority may be called upon to pay arising out of or in connection with work carried out under the Contract unless caused by the negligence of the Authority or its employees.

#### **12. Data Protection Act 1998**

The Contractor shall comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Authority against all actions, costs,

expenses, claims, proceedings and demands which may be brought against the Authority for breach of statutory duty under the Act which arises from the use, disclosure, transfer or other processing of personal data by the Contractor or any person employed by the Contractor or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor).

**13. Variation of Contract**

This Contract and its provisions shall only be capable of amendment by a written agreement signed by the Contractor and the Authority.

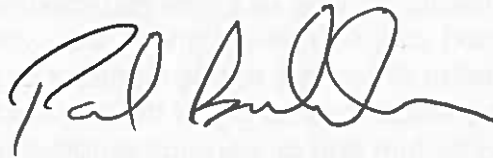
**14. Termination**

This Contract may be terminated without cause by either party giving to the other not less than twenty-eight days notice in writing of their intention to terminate the Contract;

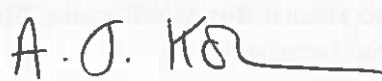
The Authority reserves the right to terminate the Contract forthwith if it considers that the Contractor is in breach of obligations under the Contract or that terms and conditions of the Contract are not being performed in a proper and businesslike manner or to the true intent and meaning of the same;

The termination of this Contract shall have no effect upon the accrued legal rights and obligations under this Contract between the parties.

Signed by or on behalf of  
RSPB

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Signed on behalf of the  
Dartmoor National Park Authority

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## Appendix One

# DARTMOOR NATIONAL PARK AUTHORITY



## Health & Safety Rules for Contractors

- 1** The Authority enjoys a good reputation with other organisations with regard to safe working and maintains a high standard of safe working from all its staff. The Authority expects and requires the same high standards from its Contractors and will be pleased to advise and assist Contractors in any practical way to facilitate safe working.
- 2** The Authority has adopted a Health and Safety Policy Statement setting out its policies and duties to ensure the health, safety and welfare at work of all its employees. The Contractor is required to have regard to this Statement when preparing his/her own procedures and shall not adopt or accept any lower standard, less effective system or less safe method of working
- 3** The Contractor and every person employed by the Contractor shall at all times comply with the provisions of the Health and Safety at Work Act 1976, the Health & Safety Executive Codes of Practice, and all relevant Statutes, Regulations, Codes of Practice and all legislation made thereunder or connected therewith or any statutory modification or re-enactment thereof.
- 4** The Contractor and every person employed by the Contractor shall at all times adopt suitable and safe equipment and systems of work in performance of the Contract in order to protect the health and safety of the Contractor and any person employed by him and the staff of the Authority and every person working in a paid or unpaid capacity for or with the Authority and all other persons including members of the general public.
- 5** The Contractor and every person employed by the Contractor shall at all times have full regard for the safety of all persons affected or likely to be affected by the performance of the Contract and shall keep all sites, depots, plant, vehicles, machinery, tools and equipment (so far as they are under his control) in good order and repair so as to avoid danger to any person.

## Appendix Two

# DARTMOOR NATIONAL PARK AUTHORITY



## Health & Safety Rules for Contractors

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### CERTIFICATE OF ACKNOWLEDGEMENT

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- 1 I confirm that all work that is undertaken pursuant to this Contract with the Authority will be performed with proper regard for the health and safety of all persons.
- 2 In particular, I will ensure that any person employed by me, the staff of the Authority and every person working in a paid or unpaid capacity for or with the Authority and members of the general public are not put at risk by working practices used by me or any person employed by me in the performance of this Contract.
- 3 I confirm that I am conversant with and will comply with the Health and Safety at Work Act 1974 (as amended), the Health and Safety (Workplace) Regulations 1992 the Codes of Practice issued by the Health & Safety Executive and all other relevant legislation and guidance.

Signed:

Date: 14 May 2014

Name:

PAUL BUCKLEY

Address:

RSPB  
Keble House  
Southernhay Gdns  
Exeter EX1 1NT