



Department for  
Business & Trade

# Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

Each Party agrees to sign this Award Form by electronic signature using DocuSign and agrees that this method of signature is conclusive of their intention to be bound by this Contract as if each Party signed by manuscript signature.

<b>1.</b>	<b>Buyer</b>	The Secretary of State for Business and Trade (DBT) acting as part of the Crown Its offices are at: Old Admiralty Building, London SW1A 2DY
<b>2.</b>	<b>Supplier</b>	Name: <b><i>Bray Leino Ltd</i></b> Address: <b><i>The Old Sawmills, Filleigh, Barnstaple, Devon, EX32 0RN</i></b> Registration number: <b><i>1352705</i></b>
<b>3.</b>	<b>Contract</b>	This Contract between the Buyer and the Supplier is for the supply of Deliverables. This opportunity is advertised in the Contract Notice in Find A Tender, reference <a href="https://www.find-tender.service.gov.uk/Notice/004269-2024">https://www.find-tender.service.gov.uk/Notice/004269-2024</a> (FTS Contract Notice).

4.	<b>Contract Reference</b>	<b>CR_2890</b>
5.	<b>Deliverables</b>	<p>This Contract is for the supply of Full Operational Services (<b>FOS</b>) in relation to the UK Pavilion (<b>UKP</b>) at Expo 2025 Osaka.</p> <p>FOS brings together a range of different Services necessary for the successful operation of the UKP, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Event Management Services</li> <li>• Retail Services</li> <li>• Restaurant and Bar Services</li> <li>• Staffing and Operational Services</li> </ul> <p>FOS also includes general requirements to support the effective operation of the UKP as detailed in the Specification.</p> <p>Please see Schedule 2 (Specification) for full details.</p>
6.	<b>Buyer Cause</b>	Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.
7.	<b>Collaborative working principles</b>	<p>The Collaborative Working Principles apply to this Contract.</p> <p>See Clause 3.1.3 for further details.</p> <p>The Supplier shall work collaboratively with the Buyer's sponsors and other third-party suppliers in relation to the UKP were requested to do so by the Buyer, including but not limited to attending meetings with such sponsors and third-party suppliers at the request of the Buyer.</p>
8.	<b>Financial Transparency Objectives</b>	<p>The Financial Transparency Objectives apply to this Contract.</p> <p>See Clause 6.3 for further details.</p>
9.	<b>Start Date</b>	8 July 2024
10.	<b>Expiry Date</b>	31 March 2026
11.	<b>Extension Period</b>	Not applicable.
12.	<b>Ending this Contract without a reason</b>	<p>The Buyer shall be able to terminate this Contract and/or a Statement of Work in accordance with Clause 14.3.</p> <p>Provided that the amount of notice that the Buyer shall give to terminate this Contract in Clause 14.3.1 shall be no less than 30 days.</p>

13.	<b>Incorporated Terms</b> (together these documents form the " <b>Contract</b> ")	<p>The following documents are incorporated into this Contract. Where numbers are missing, we are not using these Schedules. If any of these document's conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>a) Any Statement of Work</li> <li>b) This Award Form</li> <li>c) Any Special Terms (see Section 14 (Special Terms) in this Award Form)</li> <li>d) Core Terms</li> <li>e) Schedule 36 (Intellectual Property Rights)</li> <li>f) Schedule 1 (Definitions)</li> <li>g) Schedule 6 (Transparency Reports)</li> <li>h) Schedule 20 (Processing Data)</li> <li>i) The following Schedules (in equal order of precedence):             <ul style="list-style-type: none"> <li>a. Schedule 2 (Specification)</li> <li>b. Schedule 3 (Charges)</li> <li>c. Schedule 5 (Commercially Sensitive Information)</li> <li>d. Schedule 7 (Staff Transfer)</li> <li>e. Schedule 8 (Implementation Plan &amp; Testing)</li> <li>f. Schedule 10 (Service Levels)</li> <li>g. Schedule 11 (Continuous Improvement)</li> <li>h. Schedule 13 (Contract Management)</li> <li>i. Schedule 14 (Business Continuity and Disaster Recovery)</li> <li>j. Schedule 16 (Security)</li> <li>k. Schedule 18 (Supply Chain Visibility)</li> <li>l. Schedule 19 (Cyber Essentials Scheme)</li> <li>m. Schedule 21 (Variation Form)</li> <li>n. Schedule 22 (Insurance Requirements)</li> <li>o. Schedule 23 (Guarantee)</li> <li>p. Schedule 24 (Financial Difficulties)</li> <li>q. Schedule 25 (Rectification Plan)</li> <li>r. Schedule 26 (Sustainability)</li> <li>s. Schedule 27 (Key Subcontractors)</li> <li>t. Schedule 28 (ICT Services)</li> </ul> </li> </ul>
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		<ul style="list-style-type: none"> <li>u. Schedule 29 (Key Supplier Staff)</li> <li>v. Schedule 30 (Exit Management)</li> <li>w. Schedule 31 (Travel and Subsistence)</li> <li>x. Schedule 37 (Statement of Work for Events)</li> <li>y. Schedule 38 (Statement of Work for Miscellaneous Services)</li> </ul> <p>j) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
14.	<b>Special Terms</b>	Special Term 1 - a reference to a time of day in this Contract shall be a reference to London time unless stated otherwise.
		Special Term 2 – Events and related Events Management Services shall be refined, priced and delivered under Events Statements of Work in accordance with Schedule 37 (Statement of Work for Events).
		Special Term 3 – Miscellaneous Services shall be refined, priced and delivered under a Miscellaneous Statement of Work in accordance with Schedule 38 (Statement of Work for Miscellaneous Services).
15.	<b>Sustainability</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, that it will comply with Schedule 26 (Sustainability).
16.	<b>Buyer's Environmental Policy</b>	See the Greening Government Commitment 2021 – 2025 found at <a href="https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025">https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025/greening-government-commitments-2021-to-2025</a>
17.	<b>Social Value Commitment</b>	The Supplier agrees, in providing the Deliverables and performing its obligations under this Contract, to deliver the Social Value outcomes in Schedule 4 (Tender) and report on the Social Value KPIs as required by Schedule 10 (Service Levels).
18.	<b>Buyer's Security Requirements and Security and ICT Policy</b>	<p>See Schedule 16 (Security).</p> <p><u>Security Policy:</u></p> <p>For the purposes of Schedule 16 (Security) the Supplier is required to comply with the Security Policy.</p> <p>For the purposes of Supplier Staff vetting, the Supplier is required to comply with the Security Policy.</p>

		<p><b>Security Policy:</b> See the Government Security Policy found at <a href="https://www.gov.uk/government/collections/government-security">https://www.gov.uk/government/collections/government-security</a></p> <p><b>ICT Policy:</b></p> <p>For the purposes of Schedule 16 (Security) and Schedule 28 (ICT Services), the Supplier is not required to comply with the ICT Policy.</p>
19.	<b>Commercially Sensitive Information</b>	See Schedule 5 (Commercially Sensitive Information)
20.	<b>Charges</b>	See Schedule 3 (Charges)
21.	<b>Estimated Year 1 Charges</b>	£5,400,000 excluding VAT
22.	<b>Reimbursable expenses</b>	Recoverable as set out in Schedule 3 (Charges) and Schedule 31 (Travel and Subsistence).
23.	<b>Payment method</b>	<p>See Schedule 3 (Charges) for detail on the invoicing arrangements for each of the Charges.</p> <p>Evidence of Deliverables and proposed Charges to be covered by an invoice to be provided and agreed with the relevant Buyer employee(s) before an invoice is raised.</p> <p>Invoices submitted by the Supplier must be valid invoices. A valid invoice is described in Clause 4.4.</p> <p>Valid invoices must be addressed to the Buyer at its registered address (listed in row 1 of this Award Form) and be emailed to <b>[REDACTED]</b> copying in <b>[REDACTED]</b> and the relevant Buyer employee who provided approval on the piece of work.</p> <p>Invoices will be paid by BACS and in accordance with Clause 4.</p>
24.	<b>Service Levels</b>	<p>See Schedule 10 (Service Levels)</p> <p>Service Credits will be calculated in accordance with Schedule 10 (Service Levels)</p> <p>The Service Credit Cap is as defined in Schedule 10 (Service Levels)</p> <p>The Service Period is 1 Month</p>
25.	<b>Insurance</b>	See Annex of Schedule 22 (Insurance Requirements).

26.	<b>Liability</b>	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than <b>150%</b> of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being <b>£10 million</b>.</p>
27.	<b>Cyber Essentials Certification</b>	<p>Cyber Essentials Basic Certificate or equivalent.</p> <p>See Schedule 19 (Cyber Essentials Scheme)</p>
28.	<b>Progress Meetings and Progress Reports</b>	<p>The Supplier shall attend Progress Meetings with the Buyer every week.</p> <p>The Supplier shall provide the Buyer with Progress Reports every week.</p>
29.	<b>Virtual Library</b>	<p>In accordance with Paragraph 2.2. of Schedule 30 (Exit Management)</p> <ul style="list-style-type: none"> <li>the period in which the Supplier must create and maintain the Virtual Library, is from the Effective Date; and</li> <li>the Supplier shall update the Virtual Library every Month.</li> </ul>
30.	<b>Supplier Contract Manager</b>	<b>[REDACTED]</b>
31.	<b>Supplier Authorised Representative</b>	<b>[REDACTED]</b>
32.	<b>Supplier Compliance Officer</b>	<b>[REDACTED]</b>
33.	<b>Supplier Data Protection Officer</b>	<b>[REDACTED]</b>
34.	<b>Supplier Marketing Contact</b>	<b>[REDACTED]</b>

35.	<b>Key Subcontractors</b>	Name (Registered name if registered): <b><i>Living Hospitality Limited</i></b> Name (Registered name if registered): <b><i>Beyond Limits KK</i></b>
36.	<b>Buyer Authorised Representative</b>	<b><i>[REDACTED]</i></b>

For and on behalf of the Supplier:		For and on behalf of the Buyer acting as part of the Crown:	
Signature:	<b><i>[REDACTED]</i></b>	Signature:	<b><i>[REDACTED]</i></b>
Name:	<b><i>[REDACTED]</i></b>	Name:	<b><i>[REDACTED]</i></b>
Role:	<b><i>[REDACTED]</i></b>	Role:	<b><i>[REDACTED]</i></b>
Date:		Date:	