

## DPS Schedule 6 (Letter of Appointment and Order Schedules)

### Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (RM6124) between CCS and the Agency, dated Monday 21<sup>st</sup> July 2025.

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

#### ORDER:

<b>Order Number:</b>	CSP25020
<b>From:</b>	The Secretary of State for Science, Innovation & Technology, acting through The UK Space Agency Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1SZ
<b>To:</b>	Bray Leino Limited The Old Sawmills, Filleigh, Barnstaple, Devon, EX32 ORN

<b>Order Start Date:</b>	Wednesday 23 <sup>rd</sup> July 2025
<b>Order Expiry Date:</b>	Tuesday 31 <sup>st</sup> March 2026  <b>Optional Extension Year 2:</b> Wednesday 31 <sup>st</sup> March 2027  <b>Optional Extension Year 3:</b> Friday 31 <sup>st</sup> March 2028
<b>Order Initial Period:</b>	8 months
<b>Order Optional Extension Period:</b>	2 Years (1+1)


<b>Goods or Services required:</b>	Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.
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	Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.
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<b>Key Staff:</b>	<p><b>For the Client:</b></p> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 60px; width: 100%;"></div> <div style="background-color: black; height: 60px; width: 100%;"></div> <p><b>For the Agency:</b></p> <div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
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<b>Guarantor(s)</b>	Not Applicable.

<b>Order Contract Charges (including any applicable discount(s), but excluding VAT):</b>	See details in Order Schedule 5 (Pricing Details)
<b>Liability</b>	<b>See Clause 11 of the Core Terms</b> <b>Estimated Year 1 Charges - £75,000.00 Excluding VAT</b>
<b>Additional Insurance Requirements</b>	Not Applicable.
<b>Client billing address for invoicing:</b>	

<b>Special Terms</b>	Not applicable.
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**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY SUBCONTRACTOR(S)**

Not Applicable.

**COMMERCIALLY SENSITIVE INFORMATION**

See details in Joint Schedule 4 (Commercially Sensitive Information).

**SOCIAL VALUE COMMITMENT**

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

**SERVICE CREDIT CAP**

Not Applicable.

**ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
  - *Joint Schedules for RM6124*
    - *Joint Schedule 2 (Variation Form)*
    - *Joint Schedule 3 (Insurance Requirements)*
    - *Joint Schedule 4 (Commercially Sensitive Information)*
    - *Joint Schedule 6 (Key Subcontractors)*
    - *Joint Schedule 7 (Financial Difficulties)*
    - *Joint Schedule 10 (Rectification Plan)*
    - *Joint Schedule 11 (Processing Data)*
  - *Order Schedules for RM6124*
    - *Order Schedule 1 (Transparency Reports)*
    - *Order Schedule 2 (Staff Transfer)*
    - *Order Schedule 3 (Continuous Improvement)*
    - *Order Schedule 5 (Pricing Details)*
    - *Order Schedule 7 (Key Supplier Staff)*
    - *Order Schedule 9 (Security)*
    - *Order Schedule 14 (Service Levels)*
    - *Order Schedule 15 (Order Contract Management)*
    - *Order Schedule 20 (Order Specification)*
4. CCS Core Terms

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5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
6. *Order Schedule 4 (Proposal)* as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.

No other Agency terms are part of the Order Contract. That includes any terms written on the back of, or added to this Order Form, or presented at the time of delivery. For the avoidance of doubt, the relationship between the Parties is non-exclusive. The Client is entitled to appoint any other agency to perform services and produce goods which are the same or similar to the Goods or Services.

**FORMATION OF ORDER CONTRACT**

**BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT** (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

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**ANNEX A**

**Agency Proposal**

Please see details within Order Schedule 4 (Proposal)

Please see details within Order Schedule 4 (Proposal) **Annex B**

### Statement of Work-

**This Statement of Work is issued under and in accordance with the Order Contract entered into between the parties dated Monday 21<sup>st</sup> July 2025.**

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract;
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.

### Project:

UKSA Multi Event Stand Design & Delivery Partner

### Project start Date

The contract start date is Wednesday 23<sup>rd</sup> July 2025 and will end on Tuesday 31<sup>st</sup> March 2026.

Two optional extensions have been set out within the contract to cover years 2 and 3 of the contract. The Agency will notify the successful supplier of this intention with as much notice as possible and the extensions are not guaranteed and are subject to UKSA budgetary approval.

The optional extension dates are set out below:

**Year 2:** Wednesday April 1<sup>st</sup> 2026 – Wednesday 31<sup>st</sup> March 2027.

**Year 3:** Thursday April 1<sup>st</sup> 2027 – Friday 31<sup>st</sup> March 2028.

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<b>Notice period for cancellation</b>	Notice period for cancellation is 30 days
<b>Project Notice Period:</b>	Project Notice Period – Not applicable
<b>Overarching Brand/Campaign</b>	Event Stand Design and Delivery Partner for UK Space Agency Event stand presence. The stands should be high-impact, visually appealing and provide a prominent physical stand presence within the exhibition area, to cohesively promote the UK Space Agency, UK space sector and wider UK government activities on space.
<b>Goods or Services</b>	Provisions of services for Design, Build and Tear Down of Event Stands at conference venues.
<b>Project Plan:</b>	Please see details within Order Schedule 4 (Proposal)
<b>Contract Charges:</b>	<p>Payments for all events will be made as two milestone payments.</p> <p><b>Mandatory Event:</b></p> <p>Maximum budget is £75,000.00 excluding VAT, noting that £75,000.00 excluding VAT is allocated to the Guaranteed Event (International Astronautical Conference (IAC))</p> <ul style="list-style-type: none"> <li>- 50% (up to £37,500 excluding VAT) payment will be made upon UKSA sign-off of the creative design.</li> <li>- The remaining balance, following adjustments, will be made upon completion of strip down and handover of stand space.</li> </ul> <p><b>Optional Events:</b></p> <ul style="list-style-type: none"> <li>- A 50% payment will be made upon UKSA sign-off of the creative design for each event.</li> <li>- The remaining balance, following adjustments, will be made upon completion of strip down and handover of stand space for each event.</li> </ul>
<b>Client Assets:</b>	Not Applicable.



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**International locations:**

Mandatory Event Location:

- Australia

Optional Events Locations:

- Turkey
- Germany
- Poland

**Client Affiliates:**

Not Applicable.

**Special Terms:**

Not Applicable.

**Key Individuals:**

As per Key Staff table.

**Authorised Agency Approver:**



**Authorised Client Approver:**



For and on behalf of the Agency:		For and on behalf of the Client:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	