

Date of order	6 <sup>th</sup> May 2022	ProAV quote reference	<b>68084</b>
---------------	--------------------------	-----------------------	--------------

Customer	<b>UK Health Security Agency "Customer"</b>
Customer's Address	<b>Nobel House, 17 Smith square, London, SW1P 3HX</b>
Invoice Address	UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom Email: [REDACTED]
Contact Ref:	Name: [REDACTED] Address: Nobel House, 17 Smith square, London, SW1P 3HX e-mail: [REDACTED] (Changing [REDACTED])

Supplier	<b>Proactive (UK) Ltd. "Supplier"</b>
Supplier's Address	<b>Unit 1 &amp; 2 Eastman Way, Hemel Hempstead, Hertfordshire HP2 7DU</b>
Account Manager	Name: [REDACTED] Address: Unit 1 & 2 Eastman Way, Hemel Hempstead, Hertfordshire HP2 7DU Phone: [REDACTED] e-mail: [REDACTED]

## Warranty

Warranty	Yes, manufactures warranties on all goods
----------	---

### 1) TERM

#### (1.1) Commencement Date

TBC – dependant upon manufacturer lead times. Estimate of 13<sup>th</sup> June 4-6 weeks from today.

#### (1.2) Expiry Date

### 2) GOODS AND SERVICES REQUIREMENTS

#### (2.1) Goods and/or Services

##### Goods –

##### Qty Item no. Description Unit Price VAT % Amount

2.00	FDRAX53B.CEH	Sony FDR-AX53 4K Camcorder			
2.00	TO	55mm Tide Optics 55mm Variable ND Filter (ND2 - ND400) Circular Neutral Density Lens Filter			
8.00	SDSDXXG-032G-GN4IN	SanDisk Extreme Pro SDHC 32GB - 95MB/s V30 UHS-I U3			
4.00	NPFV70A2.CE	Sony NP-FV70A Rechargeable High-capacity Info Lithium V Series Battery (1900mAh)			
2.00	ACVQV10C3.CEE	Sony ACVQV10 Charger			
2.00	FDRAX700B.CEE	Sony FDR-AX700 Compact 4K HDR Camcorder			
4.00	NPFV70A2.CE	Sony NP-FV70A Rechargeable High-capacity Info Lithium V Series Battery (1900mAh)			
2.00	ACVQV10C3.CEE	Sony ACVQV10 Charger			
2.00	NTG1	Rode NTG1 Condenser Shotgun Microphone			
4.00	RODEWIGOII	Rode Wireless Go II Dual Channel Wireless Microphone System			
4.00	Rode RODELAVGO (RODE-LAV-GO)	Lavalier GO Professional-Grade Microphone - compatible with the RØDE WiRODELAVGO			
4.00	Lavalier Rode Lavalier Mic				
2.00	BOOMPOLEPRO	Rode Boom Pole Pro (3m)			
2.00	UNIVERSALBLIMP MOUNT	Rode Universal Blimp Mount			
2.00	RODESC8	Rode SC8			
2.00	Deadcat	Rode Deadcat High Wind cover			
2.00	001511	Sennheiser MKH 416 P 48 PRO RF condenser microphone			
2.00	504791	Sennheiser MEG 14-40 B Gooseneck Microphone			
2.00	505622	Sennheiser MAT 133 B			
2.00	AMS-SCARLETT-18I8-3G	Focusrite Scarlett 18i8 3rd Gen USB Audio Interface			
2.00	MAG-32040	Magewell USB Capture HDMI Plus			
2.00	EG06FC2	E-Image GH06F, GC752 with Adjustable Mid Spreader - Payload 6kg 500.00			
2.00	MVG220	Manfrotto Gimbal 220 Kit			
2.00	10092373	Neewer F100 7inch Camera Field Monitor HD Video Assist IPS 1280x800			
2.00	6947214409370	Aputure AL-F7			
2.00	LG-600BCLK2	LEDGO Two Light 600 Bi-Colour Location Lighting Kit			
2.00	CORE-NEO-9S-GPX2S-2	CoreSWX 2x NEO-9S Charger Kit - V Mount			
2.00	LL LC5981	Lastolite Collapsible 1.8 x 2.1m Chromakey Green			
2.00	LL LB7622	Lastolite Panoramic Background 4m Chromakey Green			
2.00	634-507	Tenba Triangular Tripak TTP46			
2.00	LL LR7231	Lastolite Collapsible Panelite Reflector 1.8 x 1.2m Silver/White			
2.00	F6	Zoom F6 Multitrack Field Recorder			

##### Installation –

1.00	Installation	Installation, Internal Fixing and Full Configuration	
Installation to include days training			

Order Value	16,364.00	(ex VAT)
-------------	-----------	----------

**Premises**

UKHSA Chilton  
Harwell Campus  
Didcot  
Oxford  
OX11 0RQ  
UK

**3) PRICE AND PAYMENT**

**Contract Price payable by the Customer in accordance with the commercial schedule set out in this agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS)**

Payment by BACS upon receipt of an invoice with a valid UKHSA purchase order number.

**(5.2) Invoicing and Payment**

**The Supplier shall issue invoices upon delivery of the Goods. The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.**

**For and on behalf of the Supplier:**

Name and Title	
Signature	
Date	06/05/22

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	09/05/2022

# Terms & Conditions

**Proactive UK Ltd: [www.proav.co.uk](http://www.proav.co.uk)**

## General Terms and Conditions and Client Information

### 1. Scope of Application

1.1 These Terms and Conditions of the company Proactive UK Limited, Unit1, Eastman Way, Hemel Hempstead, Hertfordshire, HP2 7DU (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller and any other goods / services as may be specified by the Client. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

### 2. Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer by the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalising the order process, the Client submits a legally binding offer of contract with regard to the goods and /or services contained in the virtual basket. The Client may also present the offer to the Seller by means of telephone, fax, e-mail, postal service or in person.

2.3 The Seller may accept the Client's offer within five days working days.

- by transferring a written order confirmation or an order confirmation in written form (fax or e-mail); in which case receipt of order confirmation by the Client is decisive, or

- by delivering ordered goods to the Client; in which case receipt of goods by the Client is decisive. Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth working day following the sending of the offer.

2.5 The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, for online orders the contract's content will be stored on the Seller's website and can be found by the Client in the customer login via the password-protected customer account, provided the Client has created a customer account in the online shop prior to submitting his order.

2.6 The Client can correct all the data entered via input and delete functions of his computer, laptop, mobile or any other electronic device prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here too.

2.7 Order processing and Client contact usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he/she provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

### 3. Right to cancel

3.1 Consumers are entitled to the right of cancellation. Detailed information about the right of cancellation are provided in the Seller's instruction on cancellation.

3.2 Traders have no right of cancellation but may return unused goods subject to a restocking fee of not more than 25% of the invoiced value of the goods.

### 4. Price and Delivery Costs

4.1 Unless otherwise stated in the product descriptions, prices indicated are end prices and include the statutory value-added tax. Any possible additional delivery and despatch costs are specified

### 1. Scope of Application

1.1 These Terms and Conditions of the company Proactive UK Limited, Unit1, Eastman Way, Hemel Hempstead, Hertfordshire, HP2 7DU (hereinafter referred to as "Seller") shall apply to all contracts concluded between a consumer or a trader (hereinafter referred to as "Client") and the Seller relating to all goods and/or services presented in the online shop of the Seller and any other goods / services as may be specified by the Client. The inclusion of the Client's own conditions is herewith objected to, unless other terms have been stipulated.

1.2 A consumer pursuant to these Terms and Conditions is any individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. A trader pursuant to these Terms and Conditions is any person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf.

### 2. Conclusion of the Contract

2.1 The product descriptions in the Seller's online shop do not constitute binding offers on the part of the Seller, but merely serve the purpose of submitting a binding offer by the Client.

2.2 The Client may submit the offer by the online order form integrated into the Seller's online shop. In doing so, after having placed the selected goods and/or services in the virtual basket and passed through the ordering process, and by clicking the button finalising the order process, the Client submits a legally binding offer of contract with regard to the goods and /or services contained in the virtual

basket. The Client may also present the offer to the Seller by means of telephone, fax, e-mail, postal service or in person.

2.3 The Seller may accept the Client's offer within five days working days.

- by transferring a written order confirmation or an order conformation in written form (fax or e-mail); in which case receipt of order confirmation by the Client is decisive, or

- by delivering ordered goods to the Client; in which case receipt of goods by the Client is decisive. Provided that several of the aforementioned alternatives apply, the contract shall be concluded at the time when one of the aforementioned alternatives firstly occurs. Should the seller not accept the Client's offer within the aforementioned period of time, this shall be deemed as

rejecting the offer with the effect that the Client is no longer bound by his statement of intent.

2.4 The period for acceptance of the offer shall start on the day after the Client has sent the offer and ends on expiry of the fifth working day following the sending of the offer.

2.5 The contract's content will be stored by the Seller and will be sent to the Client in writing including these Terms and Conditions and Client Information (for example via e-mail, fax or letter) after the Client has submitted his order. In addition, for online orders the contract's content will be stored on the Seller's website and can be found by the Client in the customer login via the password-protected customer account, provided the Client has created a customer account in the online shop prior to submitting his order.

2.6 The Client can correct all the data entered via input and delete functions of his computer, laptop, mobile or any other electronic device prior to submitting his binding order. In addition, prior to submitting the order, all data entered will be displayed in a confirmation window and can be corrected here too.

2.7 Order processing and Client contact usually takes place via e-mail and automated order processing. It is the Client's responsibility to ensure that the e-mail address he/she provides for the order processing is accurate so that e-mails sent by the Seller can be received at this address. Particularly, it is the Client's responsibility, if SPAM filters are used, to ensure that all e-mails sent by the Seller or by third parties commissioned by the Seller with the order processing can be delivered.

### **3. Right to cancel**

3.1 Consumers are entitled to the right of cancellation. Detailed information about the right of cancellation are provided in the Seller's instruction on cancellation.

3.2 Traders have no right of cancellation but may return unused goods subject to a restocking fee of not more than 25% of the invoiced value of the goods.

### **4. Price and Delivery Costs**

4.1 Unless otherwise stated in the product descriptions, prices indicated are end prices and include the statutory value-added tax. Any possible additional delivery and despatch costs are specified

### **7. Acceptance of Goods**

7.1 The Client shall be deemed to have accepted the Goods 48 hours after delivery to the Client.

7.2 The Client shall carry out a thorough inspection of the Goods within 24 hours of delivery and shall give notification by telephone to the Seller within 24 hours of delivery of the Goods followed by written notification to the Seller within 5 working days of delivery of the Goods of any defects which a reasonable examination would have revealed.

7.3 Where the Client has accepted, or has been deemed to have accepted the Goods, the Client shall not be entitled to reject Goods which are not in accordance with the contract.

### **8. Liability for defects**

The statutory consumer rights will apply.

### **9. Force Majeure**

9.1 The Seller shall not be under any liability for any failure to perform any of its obligations under the Order due to *Force Majeure*.

Following notification by the Seller to the Client of such cause, the Seller shall be allowed a reasonable extension of time for the performance of its obligations.

9.2 For the purposes of this Condition, "*Force Majeure*" means fire, explosion, flood, lightning, Act of God, act of terrorism, war, rebellion, riot, sabotage, or official strike or similar official labour dispute, or events or circumstances outside the reasonable control of the party affected thereby.

### **10. Confidentiality**

Both the Seller and the Buyer shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations and other communications between them relating to the Goods and the Order.

### **11. Economic loss**

Subject to Condition 14, and notwithstanding anything contained in these Conditions (other than Condition 14) or the Order, in no circumstances shall the Seller be liable to the Buyer, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof (i) for any loss of profit, business, contracts, revenues, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

### **12 Limitation of liability**

Subject to Condition 14, and notwithstanding anything contained in these Conditions (other than Condition 14) or the Order, the Seller's liability to the Buyer in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the Goods specified in the Order.

### **13 Unfair Contract Terms Act 1977**

13.1 If and to the extent that Section 6 and/or section 7(3A) of the Unfair Contract Terms Act 1977 applies to the Order, no provision of these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for breach of the express warranties contained in Condition 6, or for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Order by section 12(3) of the Sale of Goods Act 1979, or section 2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Order.

13.2 Where the Client is a natural person and if and to the extent that section 2(1) of the Unfair Contract Terms Act 1977 applies to the Order, nothing in these terms and conditions shall operate or be construed to operate so as to exclude or restrict the liability of the Seller for death or personal injury caused to the Client by reason of the negligence of the Seller or of its servants, employees or agents.

13.3 No provision of these terms and conditions shall have effect or operate so as to exclude any liability of one of the parties in respect of fraud or a fraudulent misrepresentation made by that party to the other, or to restrict or exclude any remedy which the other party may have in respect of such fraud or fraudulent misrepresentation.

#### **14 Miscellaneous**

14.1 The failure of the Seller to insist on the due performance of any term of this agreement or the waiver of any breach thereof, shall not act as a waiver of any other term or condition or any subsequent breach, and shall not affect the rights of the Seller hereunder.

14.2 All goods, and documents of title to those goods in possession of the Seller shall be subject to a particular and general lien for all sums owed to the Seller in respect of such goods or other goods or services, and unless payment or security is given within ten days of notice of the exercise of the lien the Seller may sell the goods by auction or otherwise as it thinks fit in its absolute discretion in satisfaction of its lien.

#### **15. Law and Jurisdiction**

15.1 The contractual language is English.

15.2 If a Client acts as a consumer pursuant to Section 1.2, any contractual relationships between the parties are governed by English law.

15.3 If a Client acts as a trader pursuant to Section 1.2, any contractual relationships between the parties are governed by English law.

#### **16. Complaints**

The Seller operates a complaints handling procedure which we will be used to try to resolve disputes when they first arise. In the event of a complaint please contact us at the address and telephone number shown below.

##### **Note for battery disposal:**

Batteries contain valuable raw materials, which whilst harmful to the environment, can be recycled. Redundant batteries therefore should not be placed in household waste but must be disposed of separately. Distributors are legally required to take back used batteries; consumers are obligated to take redundant batteries to a suitable collection point.

Batteries subject to disposal are identified by the crossed out wheellie bin, which is printed on the packaging.

You may return redundant camcorder batteries and other batteries from products purchased from us for proper disposal. Please send a sufficiently stamped parcel containing the words "Battery Disposal" to:

Proactive UK Ltd  
Unit1, Eastman Way  
Hemel Hempstead  
Hertfordshire  
HP2 7DU  
England  
Telephone Number: [REDACTED]

Call to this number are charged at the standard rate of your network provider.

Company registration number: 3647770

VAT Registration Number: GB 697 7472 62

FCA: Secondary Credit Broking Authorisation Number: 677738

WEE Registration Number: GG0002ZER

Battery Producer Registration Number: BPRN04903