

SYGMA STANDARD TERMS AND CONDITIONS

Important Notice - How These Conditions Apply

These terms and conditions ("**Conditions**") govern all contracts between Sygma (Fire, Security & Electrical) Ltd ("**Sygma**") registered in England and Wales under company number 04412042 Registered office: Unit K Blois Meadow Business Centre, Steeple Bumpstead, Suffolk, CB9 7BN and its customers for the supply of goods and/or services. By accepting a Quotation, signing a contract or booking confirmation, confirming an instruction to proceed, allowing Sygma to commence work, or making payment in respect of any services or goods, the Customer agrees to be bound by these Conditions to the exclusion of all other terms and conditions, including any terms the Customer may purport to apply. These Conditions are drafted so that:

- (i) **Part A** applies to all contracts;
- (ii) **Parts B, C and D** apply in addition depending on the services being supplied;
- (iii) **Part E** applies where the customer is a consumer and overrides any inconsistent business-to-business provision; and
- (iv) **Schedule 1** may be used where Sygma agrees bespoke service levels with a customer.

These Conditions are published on Sygma's website at <https://sygma.co.uk/terms> and are incorporated into every Contract whether by express reference in the Quotation or booking confirmation, by hyperlink, by the Customer's acceptance of the Quotation, or by any other conduct constituting acceptance. Where these Conditions are provided to a new customer with a Quotation, the version accompanying the Quotation shall apply. Where existing customers are directed to the website-hosted version by link, the version published at the date the Contract is formed shall apply, unless a specific version is identified in the Quotation or booking confirmation. Sygma may update these Conditions from time to time, but no update shall affect an existing Contract unless the parties expressly agree in writing or the Contract renews after notice of the revised Conditions has been given. These Conditions are designed to sit alongside Sygma's quotation and booking process, including any schedule, Specification, Service Level Agreement or other contract document expressly incorporated by Sygma.

Part A General Terms

1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In these terms, unless the context otherwise requires:

- (a) **Applicable Laws** means all laws, statutes, regulations, statutory instruments, codes of practice, guidance, and regulatory requirements applicable to the services and to the parties from time to time, including (without limitation) the Regulatory Reform (Fire Safety) Order 2005, the Fire Safety Act 2021, the Fire Safety (England) Regulations 2022, the Health and Safety at Work etc. Act 1974, the Electricity at Work Regulations 1989, the Control of Asbestos Regulations 2012, the Noise and Statutory Nuisance Act 1993, the Environmental Protection Act 1990, the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the UK GDPR, and the Data Protection Act 2018.
- (b) **Applicable Standards** means the standards, codes of practice, and scheme requirements adopted by any approvals or regulatory body by which Sygma is recognised, including BS 5839, BS EN 62676, BS 7671, PD 6662, MCS MIS 3002, and the requirements of SSAIB, BAFE, NICEIC, and MCS, as current at the date of the relevant Contract.
- (c) **Assessor** means a suitably qualified and competent fire risk assessor engaged by Sygma to conduct a fire risk assessment.
- (d) **Business Day** means any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- (e) **Commencement Date** means the date on which a Contract comes into existence in accordance with clause 2.1.
- (f) **Conditions** means these standard terms and conditions, including any applicable service-specific part and any schedule incorporated into the Contract.
- (g) **Contract** means the agreement between Sygma and the Customer for the supply of goods and/or services, comprising the Quotation or booking confirmation, these Conditions (including any applicable service-specific Part), any Schedule (meaning any maintenance schedule, service schedule, or customer-specific schedule of works, systems, or services expressly incorporated into the Contract by Sygma), any SLA, any bespoke signed agreement, and any other document expressly incorporated by Sygma, all as ranked in the order of precedence set out in clause 2.4.
- (h) **Customer** means the business entity, organisation, or individual (including a consumer as defined in clause 39) named in the Quotation, booking confirmation, or Contract.
- (i) **Customer Materials** means all information, drawings, plans, specifications, instructions, documents, data and other materials supplied by or on behalf of the Customer.
- (j) **Equipment** means any goods, devices, materials, components, or systems supplied by Sygma under the Contract.
- (k) **Force Majeure Event** means any event or circumstance beyond a party's reasonable control, including acts of God, earthquake, flood, fire, explosion, severe weather conditions, epidemic, pandemic, war, terrorism, civil unrest, riot, sabotage, industrial dispute or strike (other than one involving that party's own employees), failure of third-party utilities, shortage of materials, transport disruption, governmental or regulatory action, or other cause beyond the reasonable control of the party seeking to rely on the event.
- (l) **Premises** means the property or properties at which the Services are to be carried out, as specified in the Quotation or booking confirmation.
- (m) **Quotation** means Sygma's written quotation, proposal, estimate, or pricing document issued to the Customer, which (unless otherwise stated therein) remains open for acceptance for 30 days from its date of issue (or 28 days in the case of fire risk assessment work).

- (n) **Report** means the written fire risk assessment report prepared and delivered following an Assessment.
- (o) **Responsible Person** has the meaning given to it under the Regulatory Reform (Fire Safety) Order 2005 (as amended).
- (p) **Services** means the services to be supplied by Sygma under the Contract.
- (q) **SLA** means a Service Level Agreement, whether incorporated as a Schedule, entered into as a separate document, or otherwise expressly agreed in writing by Sygma, setting out bespoke service standards, response commitments, priority levels, coverage levels, escalation procedures, or KPIs applicable to a particular Customer or Contract. Where an SLA is agreed, it shall prevail over the standard service provisions in Part C only to the extent of any express inconsistency, and in all other respects these Conditions shall continue to apply.
- (r) **Specification** means the scope of works, service description, schedule, drawings, technical requirements, or commissioning criteria identified in the Quotation, any Schedule, or otherwise expressly agreed in writing between the parties.
- (s) **Sygma** means **Sygma (Fire, Security & Electrical) Ltd.**
- (t) **Website Terms** means the version of these Conditions published by Sygma on its website and identified by version number or issue date.
- (U) **Working Day** means any day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business, between the hours of 08:00 and 17:00.

1.2 INTERPRETATION

Unless the context otherwise requires:

- (a) references to a statute or regulation include any amendment, re-enactment or replacement;
- (b) the words **including**, **include** and **in particular** are illustrative and do not limit the generality of the words preceding them;
- (c) a reference to writing includes email, but not text message or instant messaging unless expressly agreed by Sygma; and
- (d) headings are for convenience only and do not affect interpretation.

2 BASIS OF CONTRACT AND INCORPORATION

2.1 FORMATION OF CONTRACT

A Contract is formed, and the Customer agrees to be bound by these Conditions in full to the exclusion of all other terms, when the earliest of the following occurs:

- (a) the Customer signs and returns the Quotation or otherwise accepts it in writing (including by email);
- (b) the Customer confirms a booking, instruction or order;
- (c) the Customer asks Sygma to commence work;
- (d) Sygma commences performance at the Customer's request; or
- (e) the Customer makes payment in respect of the relevant services or goods.

2.2 QUOTATION VALIDITY

Unless otherwise stated in the Quotation, quotations remain open for acceptance for the periods stated in the definition of Quotation in clause 1.1. A Quotation may be withdrawn or revised by Sygma at any time before acceptance. The Quotation Price is based on information available to Sygma at the time of survey or assessment and is contingent on there being no hidden, unforeseen, or undisclosed conditions not reasonably identifiable at that time.

2.3 NO CUSTOMER TERMS

These Conditions apply to the Contract to the exclusion of any other terms and conditions, including any terms or conditions which the Customer purports to apply by means of a purchase order, order acknowledgement, portal submission, specification, letter, or any other document, whether before or after formation of the Contract. No such terms shall be incorporated into or form part of any Contract unless Sygma expressly agrees otherwise in a written document signed by a director of Sygma.

Sygma's acceptance of, or failure to object to, any document submitted by the Customer shall not constitute acceptance of the Customer's terms.

2.4 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

- (a) Unless otherwise expressly agreed in writing by Sygma, each Contract shall consist of the following documents, which shall take precedence in the following descending order in the event of any conflict or inconsistency:
 - (i) any separately signed bespoke written contract or agreement expressly agreed to override these Conditions;
 - (ii) any SLA or customer-specific Schedule expressly agreed in writing by Sygma, which shall prevail over Part C to the extent of any express inconsistency only;
 - (iii) the Quotation, scope of works, service schedule or booking confirmation;
 - (iv) these Conditions, including the relevant service-specific part; and
 - (v) any other document expressly incorporated by Sygma.
- (b) If there is any conflict:
 - (i) **Part B** prevails for installation services;
 - (ii) **Part C** prevails for service and maintenance services;
 - (iii) **Part D** prevails for fire risk assessment services;
 - (iv) **Part E** prevails where the Customer is a consumer; and
 - (v) any agreed **SLA** prevails over Part C to the extent of inconsistency.

2.5 WEBSITE PUBLICATION AND VERSION CONTROL

Where these Conditions are hosted on Sygma's website:

- (a) the version identified in the Quotation, booking confirmation or hyperlink supplied by Sygma shall apply;
- (b) if no version is identified, the version available on the website on the date the Contract is formed shall apply;
- (c) Sygma may update its website terms from time to time, but no update will affect an existing Contract unless the parties agree in writing or the Contract renews after notice of the revised terms has been given; and
- (d) Sygma may retain archived versions for audit and evidential purposes.

2.6 VARIATIONS

Any change to the scope of services, timing, Specification, programme, site conditions, access arrangements, covered equipment, or other contractual requirements shall only be binding if agreed by Sygma in writing. Sygma may charge for any additional work, materials, or attendance required as a result of variations at its prevailing rates. Where any variation arises from information which was not disclosed to Sygma prior to formation of the Contract, or from Customer-caused delay, access restrictions, changes in scope, or unforeseen site conditions, Sygma shall be entitled to recover all reasonable additional costs thereby incurred, including (where applicable) costs of out-of-hours working, re-mobilisation, extended site presence, and additional materials.

3 CUSTOMER OBLIGATIONS

- (a) The Customer shall at all times cooperate with Sygma and shall:
 - (i) provide complete, accurate and timely information;
 - (ii) ensure that Sygma has safe, prompt and suitable access to the relevant Premises, systems and facilities;
 - (iii) obtain and maintain all necessary permissions, consents, licences and approvals which are the Customer's responsibility;
 - (iv) comply with Applicable Laws relating to the Premises, Equipment and use of the services;
 - (v) ensure that site conditions are safe and suitable for Sygma's personnel;
 - (vi) keep all equipment and systems secure and not interfere with them except as permitted by Sygma; and
 - (vii) cooperate with Sygma in all matters relating to the Contract.

- (b) If the performance of any Contract is delayed, disrupted, or obstructed by the Customer's act, omission, failure, or breach of these Conditions, Sygma may, without prejudice to any other right or remedy:
 - (i) extend the time for performance by such period as Sygma reasonably considers appropriate;
 - (ii) reschedule the works or services;
 - (iii) recover from the Customer all additional costs, losses, and expenses reasonably incurred as a result of such delay, disruption, or obstruction, including wasted attendance, storage, re-mobilisation, and idle time costs; and
 - (iv) where appropriate, suspend performance until the relevant issue is remedied.

4 PRICE AND PAYMENT

4.1 CHARGES

All prices, charges, and fees quoted by Sygma are exclusive of:

- (a) VAT, which shall be charged at the prevailing rate; and
- (b) any work, goods or services not expressly included in the Quotation or agreed scope.

4.2 INVOICING AND PAYMENT PERIOD

Unless a different payment arrangement is expressly stated in the Quotation, booking confirmation, or in the applicable service-specific Part of these Conditions:

- (a) invoices are due and payable within 30 days of the invoice date (time not being of the essence for payment unless Sygma serves a written notice making time of the essence); and
- (b) payment shall be made in full in cleared funds without any set-off, counterclaim, deduction, abatement, or withholding of any kind, except where the right to deduct or withhold is mandatorily conferred by statute and cannot be excluded.

4.3 LATE PAYMENT

Without prejudice to any other right or remedy available to Sygma, if any sum payable under a Contract is not received by its due date, Sygma may:

- (a) charge interest on the outstanding amount at the rate of 4% per annum above the Bank of England base rate from time to time, accruing daily from the due date until actual payment in full, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable to the Contract);
- (b) recover reasonable debt recovery costs pursuant to the Late Payment of Commercial Debts Regulations 2013, including reasonable legal and collection costs incurred in recovering overdue amounts;
- (c) suspend the provision of any or all services and withhold further attendance, reports, certificates, documentation, access credentials, commissioning records, and any other deliverables, without liability for any loss or damage arising from such suspension, until all overdue amounts (together with accrued interest) have been paid in full; and
- (d) require payment in advance for future work.

4.4 ALLOCATION OF PAYMENTS

Sygma may appropriate any payment received from the Customer against any outstanding invoice or debt owed by the Customer to Sygma, in such order as Sygma in its absolute discretion thinks fit, regardless of any purported appropriation by the Customer.

5 TITLE AND RISK

5.1 RISK

Risk in Equipment passes to the Customer on delivery to the site or other agreed place of delivery.

5.2 TITLE

Legal and beneficial title to Equipment shall remain vested in Sygma until Sygma has received in full all sums due from the Customer to Sygma on any account whatsoever. Sygma reserves the right, at any time before title passes, to demand the return of the Equipment and, upon giving reasonable notice, to enter the Customer's premises (or any other premises where the Equipment is located) to recover it, subject to obtaining any court order required to do so by law.

5.3 CUSTOMER DUTIES PENDING PAYMENT

Until title passes, the Customer shall:

- (a) store the Equipment separately where reasonably practicable;
- (b) keep it identifiable as Sygma's property;
- (c) maintain it in satisfactory condition;
- (d) insure the Equipment for its full replacement value against all usual risks and, upon request, produce evidence of such insurance to Sygma, noting Sygma's interest on the policy; and
- (e) not sell, charge, pledge, part with possession of or otherwise dispose of it except with Sygma's prior written consent.

6 PERFORMANCE, TIMING AND SUSPENSION

6.1 TIMING

Any dates or timescales communicated by Sygma for delivery, attendance, installation, completion, reporting, or response are estimates only and time shall not be of the essence unless Sygma expressly states in writing that a particular date is legally binding. Sygma shall not be liable for any delay in performance arising from any cause beyond its reasonable control.

6.2 REASONABLE ENDEAVOURS

Sygma shall use reasonable endeavours to meet any agreed or estimated timescales, but shall not be liable for any delay in performance caused by, or to the extent that delay is attributable to, any of the following:

- (a) the Customer;
- (b) third party suppliers, carriers, utilities or networks;
- (c) hidden or unforeseen site conditions;
- (d) changes to scope;
- (e) regulatory or approval delays; or
- (f) a Force Majeure Event.

6.3 SUSPENSION

Sygma may suspend performance if:

- (a) the Customer fails to pay any sum when due;
- (b) access is unsafe or unsuitable;
- (c) the Customer is in breach of the Contract; or
- (d) Sygma reasonably considers suspension necessary to comply with law, regulation or health and safety obligations.

7 LIABILITY

7.1 MATTERS THAT CANNOT BE EXCLUDED

Notwithstanding any other provision of these Conditions, and subject to clause 7.1(a) to (c) below, and to the fullest extent permitted by applicable law, Sygma shall not be liable (whether in contract, tort including negligence, breach of statutory duty, or otherwise) for any of the following types of loss or damage, even if Sygma was advised of the possibility of such loss or damage:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot lawfully be excluded or limited.

7.2 EXCLUDED LOSSES

Subject to clause 7.1, and to Part E where the Customer is a consumer, Sygma shall not be liable to the Customer (whether in contract, tort including negligence, breach of statutory duty, or otherwise) for any of the following types of loss:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of business;
- (d) loss of anticipated savings;
- (e) loss of goodwill;
- (f) loss of data;
- (g) business interruption; or
- (h) any indirect or consequential loss.

7.3 LIABILITY CAP

Subject to clauses 7.1 and 7.2, and Part E where applicable, Sygma's total aggregate liability arising out of or in connection with a Contract shall not exceed:

- (a) for installation work, the total sums paid or payable under the relevant installation Contract;
- (b) for maintenance work, the total charges paid by the Customer in the **12 months** preceding the event giving rise to the claim; and
- (c) for fire risk assessment work, the fees paid for the relevant assessment.

7.4 TIME FOR CLAIMS

The Customer shall notify Sygma in writing of any claim or potential claim as soon as reasonably practicable and in any event: (a) for fire risk assessment claims, within 3 months of the date the Customer became aware (or ought reasonably to have become aware) of the facts giving rise to the claim; and (b) for all other claims, within 6 months of the date the Customer became aware (or ought reasonably to have become aware) of the facts giving rise to the claim. Failure to give timely notification which materially prejudices Sygma's ability to investigate or defend the claim may reduce or extinguish Sygma's liability to the extent of such prejudice.

7.5 SYSTEM LIMITATIONS

The Customer acknowledges and accepts that fire, security, and electrical systems and equipment are designed to reduce risk but cannot eliminate it entirely and are not infallible. Unless expressly agreed otherwise in writing, Sygma does not warrant that any system, installation, service, or report: (a) will be uninterrupted, fault-free, or operate without error; (b) will be sufficient to prevent any particular loss, fire, incident, intrusion, damage, injury, or regulatory enforcement action; or (c) will satisfy any specific insurance, regulatory, or third-party requirement. Sygma is not responsible for losses arising from any failure, limitation, or inadequacy of any system that is not caused by Sygma's breach of contract or negligence.

7.6 INTELLECTUAL PROPERTY AND DOCUMENTS

- (a) All intellectual property rights in any quotation, design, drawing, report, Specification, calculation, certificate, plan, method statement, software configuration, technical document, or other material produced or developed by Sygma in connection with any Contract ("**Sygma Materials**") shall remain vested in and be the property of Sygma or its licensors absolutely.
- (b) Upon receipt by Sygma of full payment of all sums due under the relevant Contract, Sygma grants the Customer a non-exclusive, non-transferable, revocable licence to use the Sygma Materials solely for the purpose of operating, maintaining, and benefiting from the services and equipment supplied under that Contract. The licence shall terminate automatically if the Contract is terminated for the Customer's breach or if any payment obligation remains unsatisfied.
- (c) The Customer shall not copy, modify, adapt, reverse engineer, decompile, disassemble, disclose, or use any Sygma Materials for any purpose other than as expressly permitted by this clause, without Sygma's prior written consent. The Customer shall promptly notify

Sygma of any actual or threatened infringement of Sygma's intellectual property rights of which it becomes aware.

8 DATA PROTECTION AND CONFIDENTIALITY

8.1 DATA PROTECTION

Each party shall comply with all applicable data protection legislation in connection with the Contract, including (without limitation) the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. To the extent that Sygma processes any personal data on behalf of the Customer in providing the services, Sygma shall do so only as a data processor acting on the Customer's instructions (to be agreed separately in a data processing agreement where required). Each party shall implement appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage.

8.2 PRIVACY INFORMATION

Sygma's Privacy Notice is available at <https://sygma.co.uk/privacy-policy/> and sets out how Sygma collects, uses, and protects personal data in connection with the provision of its services. The Customer shall ensure that any individual whose personal data may be shared with Sygma in connection with the Contract has been provided with, or directed to, appropriate privacy information before such data is shared.

8.3 CONFIDENTIALITY

Each party shall keep confidential all confidential information of the other party and shall not disclose it except:

- (a) to those who need to know it for the purposes of the Contract;
- (b) as required by law, court order or regulatory authority; or
- (c) with the other party's prior written consent.

9 SUB-CONTRACTING AND ASSIGNMENT

- (a) Sygma may sub-contract any part of the services to suitably qualified and competent persons or organisations but shall remain responsible to the Customer for the proper performance of any sub-contracted elements of the services as if Sygma had performed them itself. The use of sub-contractors shall not create any contractual relationship between the Customer and the sub-contractor.
- (b) The Customer may not assign, transfer, charge, sub-licence, hold on trust, or otherwise deal with any of its rights or obligations under any Contract without Sygma's prior written consent, which Sygma may withhold at its discretion. Any purported assignment or dealing in breach of this clause shall be void.

10 TERMINATION

10.1 TERMINATION FOR CAUSE

Either party may terminate the Contract immediately by written notice if the other party:

- (a) commits a material breach which is incapable of remedy;
- (b) commits a material breach capable of remedy and fails to remedy it within 14 days of written notice requiring remedy; or
- (c) becomes insolvent, enters administration, administrative receivership, or liquidation (whether compulsory or voluntary, other than for the purposes of solvent reconstruction), makes a voluntary arrangement with its creditors, has a receiver appointed over all or any part of its assets, or ceases or threatens to cease to carry on business.

10.2 CONSEQUENCES OF TERMINATION

On termination of a Contract for any reason:

- (a) the Customer shall immediately pay all outstanding invoices and all sums properly due and payable for work carried out, goods ordered or delivered, costs incurred, commitments entered into, and any cancellation or early termination charges payable in accordance with the applicable service-specific Part;
- (b) the licence granted by Sygma under clause 7.6(b) shall be withdrawn immediately upon termination for the Customer's breach, and Sygma may exercise its right to recover any Equipment in which title has not passed; and
- (c) any clause intended to survive termination shall continue in force.

10.3 TERMINATION WITHOUT PREJUDICE

Termination does not affect accrued rights, remedies or liabilities.

11 FORCE MAJEURE

- (a) Neither party shall be in breach of contract, nor liable for delay or failure in performance, to the extent caused by a Force Majeure Event.
- (b) The affected party shall notify the other party in writing as soon as reasonably practicable upon becoming aware of a Force Majeure Event, including a description of the event and its expected impact and duration, and shall provide regular updates. The affected party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event and to resume performance as quickly as possible.
- (c) If a Force Majeure Event continues for more than 60 consecutive days, either party may terminate the affected Contract on 14 days' written notice without liability to the other for failure to perform future obligations. Any amounts already paid in respect of services not yet performed shall be refunded pro-rata, save that neither party shall be liable to the other for any losses arising solely from the Force Majeure Event.

12 COMPLAINTS AND NOTICES

12.1 COMPLAINTS

Any complaint should be raised promptly in writing using the contact details stated in the Quotation, invoice, or booking confirmation, or by email to info@sygma.co.uk. Sygma will endeavour to acknowledge all complaints within 5 Business Days and to resolve them courteously and promptly. A copy of Sygma's formal complaints procedure is available upon request and on Sygma's website.

12.2 NOTICES

- (a) Any notice required or permitted under the Contract shall be in writing and shall be delivered by: (i) hand; (ii) pre-paid first-class post or recorded delivery post; or (iii) email to the address most recently notified by the receiving party in writing (or, where no address has been notified, to the address or email stated in the most recent Quotation or booking confirmation). Notices of termination shall not be given by email alone and must additionally be sent by pre-paid first-class post or recorded delivery to the receiving party's registered office or such other address as that party has notified in writing for this purpose.
- (b) A notice shall be deemed received:
 - (i) if delivered by hand, on signature of a delivery receipt;
 - (ii) if sent by first-class post, at 9.00 am on the second Business Day after posting; and
 - (iii) if sent by email, at the time of transmission, provided no delivery failure message is received.

13 GENERAL

- (a) If any provision of these Conditions (or any part thereof) is held by any court or competent authority to be invalid, illegal, or unenforceable in whole or in part, that provision shall be deemed deleted, but the remainder of the Conditions shall continue in full force and effect as if such provision had been omitted. If the deletion of a provision materially affects the

commercial basis of the Contract, the parties shall negotiate in good faith to replace the deleted provision with a lawful provision that, as nearly as possible, gives effect to the parties' original intention.

- (b) No failure or delay by Sygma in exercising any right or remedy under the Contract shall constitute a waiver of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that or any other right or remedy. No waiver of any breach of the Contract shall be effective unless given in writing by Sygma, and any such waiver shall relate only to the specific breach in respect of which it is given.
- (c) A person who is not a party to the Contract shall have no right to enforce it under the Contracts (Rights of Third Parties) Act 1999, except where expressly stated otherwise.
- (d) Each Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, representations, negotiations, and understandings between the parties in relation to that subject matter. Each party acknowledges that it has not relied on any representation, warranty, or undertaking made by the other party that is not set out in the Contract, save that nothing in this clause shall limit any liability for fraudulent misrepresentation.

14 GOVERNING LAW AND JURISDICTION

- (a) The Contract and any non-contractual dispute or claim arising out of or in connection with it shall be governed by the laws of England and Wales.
- (b) Subject to Part E where the Customer is a consumer, the courts of England and Wales shall have exclusive jurisdiction.

Part B Installation Terms

15 APPLICATION OF THIS PART

This Part B applies where Sygma supplies and/or installs fire, security, electrical, solar PV, CCTV, alarm, access control, or associated systems and equipment. In the event of any conflict between Part A and this Part B, this Part B shall take precedence for installation contracts.

For the purposes of this Part B, the following additional definitions apply:

- (a) **Applicable Standards** means the standards, codes of practice, and scheme requirements as defined in clause 1.1.
- (b) **Installation** means the fire, security, electrical, solar PV, CCTV, alarm, access control, or associated systems and Equipment to be supplied and/or installed by Sygma as described in the Quotation and Specification.
- (c) **Quotation Price** means the price accepted by the Customer as set out in the Quotation.

16 SCOPE AND ASSUMPTIONS

16.1 INCLUDED SCOPE

Sygma shall supply and install the Equipment described in the Quotation and Specification.

16.2 ASSUMPTIONS AND EXCLUSIONS

Unless expressly and specifically included in the Quotation, the Quotation Price excludes, and the Customer shall be responsible for the separate procurement and cost of, the following:

- (a) all builders' work, including trenching, ducting, backfilling, reinstatement of surfaces, making good, and redecorations following installation;
- (b) all civil engineering works not forming part of the builders' work described in sub-clause (a) above, including earthworks, piling, retaining structures, drainage, and external infrastructure works;
- (c) the supply, hire, or erection of scaffolding, mobile elevated work platforms (MEWPs), or specialist access equipment; use of site-provided access equipment is subject to Sygma's prior written approval;
- (d) asbestos surveys, asbestos removal, or any work in areas requiring licensed asbestos handling under the Control of Asbestos Regulations 2012;
- (e) integration with third party systems not supplied by Sygma;
- (f) network provisioning, IP address configuration, IT infrastructure, firewall management, or other customer-side connectivity for connected devices, unless expressly stated in the Quotation;
- (g) fees relating to local authority approvals, planning permissions, or building control inspections;
- (h) out-of-hours working (beyond the standard working week of Monday to Friday, 08:00-17:00); out-of-hours rates are available on request;
- (i) temporary power, welfare or site facilities;
- (j) rectification of pre-existing defects, non-compliances, or hazardous conditions not identified in the agreed scope or Quotation; and
- (k) any additional costs, losses, or expenses arising from Customer delays, undisclosed site access restrictions, changes to the programme requested by the Customer, or Force Majeure Events.

16.3 HIDDEN OR UNFORESEEN CONDITIONS

If, at any time during the performance of the installation works, Sygma encounters hidden conditions, inaccurate or undisclosed information, unsafe conditions, asbestos, structural issues, or site constraints that were not reasonably identifiable by Sygma at the time of survey or Quotation, Sygma may:

- (a) pause the works;

- (b) revise the price and programme; and
- (c) issue a variation before proceeding.

16.4 CUSTOMER RESPONSIBILITIES FOR INSTALLATION WORK

- (a) In addition to its obligations in clause 3, the Customer shall:
 - (i) provide safe, unobstructed access to the site and all relevant areas during normal working hours throughout the period of the installation works; any restriction on access not disclosed to Sygma before acceptance of the Quotation may result in additional charges;
 - (ii) ensure the Premises are ready for the installation works;
 - (iii) procure and have available before the commencement of installation works all required 230V mains electrical supplies, data connections, civil works, and other enabling works, unless the Quotation expressly states that Sygma is responsible for any of these;
 - (iv) obtain and maintain, at its own cost, all necessary consents, licences, wayleaves, planning permissions, building control approvals, landlord or freeholder consents, and any other permissions required for the installation works, and provide evidence of the same to Sygma on request;
 - (v) provide suitable secure storage for materials on site if requested;
 - (vi) ensure that no third party tampers with the Equipment or the works; and
 - (vii) notify Sygma promptly of any structural changes or other matters affecting the works.
- (b) Where an external sounder, bell box, or alarm device is installed, the Customer is responsible for the lawful operation of that Equipment at the Premises, including compliance with the Noise and Statutory Nuisance Act 1993, the Environmental Protection Act 1990, and any applicable local authority requirements. In particular, the Customer shall ensure that any external alarm is fitted with an automatic cut-off device limiting activation to no more than 20 minutes.

17 SYGMA'S INSTALLATION OBLIGATIONS

- (a) Sygma shall:
 - (i) carry out the installation with reasonable skill and care and in accordance with Applicable Standards current at the date of the Contract;
 - (ii) use suitable labour and materials;
 - (iii) install substantially in accordance with the agreed Specification; and
 - (iv) provide the documents, certificates, and commissioning records expressly included in the Quotation; any additional engineering drawings, system diagrams, or service manuals not included in the Quotation scope may be provided upon request and will be subject to an additional charge.
- (b) Where training of the Customer's nominated personnel is included in the Contract, Sygma shall provide such training within 5 Working Days of practical completion, where practicable. If training cannot be provided within that period due to the Customer's unavailability or failure to nominate appropriate personnel, Sygma may invoice for practical completion without waiting for training to be completed, and training shall be rescheduled at a mutually convenient time.

18 PROGRAMME, COMPLETION AND HANDOVER

18.1 PROGRAMME

Any installation programme is an estimate only unless expressly agreed otherwise.

18.2 PRACTICAL COMPLETION

Practical completion occurs when the installation is substantially complete and capable of being used for its intended purpose in accordance with the Specification, notwithstanding the existence of minor

defects or snagging items which do not materially affect the safe and functional use of the system. Sygma shall notify the Customer in writing when it considers that practical completion has been achieved.

18.3 HANDOVER

Following practical completion and payment of all sums then due, Sygma shall provide the access credentials, operating information and contractual handover documents included within the agreed scope.

18.4 CUSTOMER INSPECTION

The Customer shall inspect the installation on handover and shall notify Sygma in writing of any patent defects or snagging items within 5 Business Days of the date of handover. Failure to provide written notification within that period shall be deemed to constitute acceptance of the installation as regards patent defects, save that this shall not affect the Customer's rights in respect of latent defects or the warranty provisions in clause 21.

19 INSTALLATION PAYMENT TERMS

- (a) Unless otherwise stated in the Quotation, the following payment schedule shall apply to installation contracts:

Stage	Payment position
On acceptance	Deposit payable as stated in the Quotation
During the works	Sygma may issue interim invoices for works completed, materials ordered, stored or delivered, and variation works
On practical completion	Balance due immediately or within the payment period stated in the Quotation/invoice
Delayed project	Sygma may part-invoice where delay is outside its control

- (b) Sygma shall be entitled to withhold handover documents, access codes, login credentials, commissioning records, certificates, and any other deliverables until all sums then due and payable under the Contract have been received in full.

20 STORAGE AND DELIVERY

If Equipment is ready for delivery or installation but the Customer requests a delay in delivery or installation, or is otherwise unable to accept delivery on the agreed date:

- (a) Sygma may store the Equipment at its premises or at a suitable third-party facility;
- (b) Sygma may charge reasonable storage, handling, and insurance costs from the date on which the Equipment was ready for delivery until actual delivery;
- (c) Equipment may be stored for a maximum of 30 days following the agreed delivery date, after which Sygma may treat the Equipment as delivered for invoicing purposes upon giving the Customer reasonable written notice; and
- (d) risk in the Equipment shall pass to the Customer from the date on which the Equipment is ready for delivery, whether or not it has been physically delivered.

21 DEFECTS LIABILITY AND WORKMANSHIP WARRANTY

21.1 DEFECTS PERIOD

Subject to the conditions in clause 21.2, Sygma shall remedy at its own cost any defect in workmanship or in Equipment supplied by Sygma which becomes apparent within 12 months after the date of practical completion and handover (the “**Defects Liability Period**”).

21.2 CONDITIONS

This clause applies only if:

- (a) the Customer notifies Sygma promptly in writing;
- (b) the defect has not been caused by misuse, accident, vandalism, third party interference, environmental conditions, power supply issues, fair wear and tear or unauthorised modification;
- (c) the Customer has complied with all of its obligations under the Contract, including all payment obligations; and
- (d) the relevant part has not reached the end of its normal service life.

21.3 REMEDIES

Sygma may, at its sole option, repair, replace, or re-perform the defective element. Where an exact replacement part or component is unavailable, Sygma may substitute an item of equivalent or better specification. The remedies in this clause shall constitute the Customer's primary contractual remedy for defects in workmanship and Equipment during the Defects Liability Period, subject always to the Customer's statutory rights under Part E where applicable.

21.4 SEPARATE MAINTENANCE COVER

Any ongoing support, servicing, inspections, testing or enhanced warranty beyond this clause requires a separate maintenance agreement unless expressly included.

22 CANCELLATION OF INSTALLATION CONTRACTS

- (a) If the Customer cancels or purports to cancel an installation Contract after Quotation acceptance, the Customer's liability shall be as follows:
 - (i) if cancellation occurs before works have commenced, Sygma shall be entitled to retain any non-refundable deposit paid and to recover all costs reasonably incurred by Sygma up to the date of cancellation, including design, survey, procurement, and administrative costs;
 - (ii) if cancellation occurs after materials or Equipment have been ordered, fabricated, or delivered to site, the Customer shall pay for all such materials and Equipment (including any non-returnable, bespoke, or specially fabricated items) and all associated ordering, delivery, and storage costs; and
 - (iii) if cancellation occurs after works have commenced, the Customer shall pay for:
 - (A) all work carried out to the date of cancellation at Sygma's applicable rates;
 - (B) all goods supplied, materials ordered, and Equipment delivered to or stored for the site;
 - (C) all commitments, costs, and expenses incurred by Sygma; and
 - (D) a reasonable contribution to Sygma's overhead costs and loss of profit on the cancelled portion of the works.
- (b) Nothing in this clause affects Sygma's rights where the Contract is terminated for the Customer's breach.

Part C Service and Maintenance Terms

23 APPLICATION OF THIS PART

This Part C applies to all planned preventative maintenance, service contracts, reactive call-out support, inspection and testing arrangements, and similar ongoing support services for fire, security, electrical, and associated systems. In the event of any conflict between Part A and this Part C, this Part C shall take precedence for service and maintenance contracts.

For the purposes of this Part C, the following additional definitions apply:

- (a) **Annual Contract Charge** means the total charge payable for one Contract Year of service and maintenance coverage, as set out in the Quotation or Schedule.
- (b) **Call-Out** means a response by Sygma in the form of a suitably qualified service technician attending the covered Equipment at the Customer's premises.
- (c) **Contract Year** means each successive period of 12 months commencing on the Start Date or any anniversary thereof.
- (d) **Start Date** means the date on which the maintenance Contract commences as stated in the Quotation or Schedule.
- (e) **Subscriber** means the business entity or individual named in the Schedule as the party to a maintenance Contract. Where the context requires, references to "Customer" in this Part C shall be read as references to the "Subscriber".

24 MAINTENANCE CONTRACT STRUCTURE

24.1 COVERAGE

The scope of cover, included planned preventative maintenance visits, covered systems, site address, contract charge, and any exclusions shall be set out in the Quotation, Schedule, service agreement, or maintenance schedule. The Company offers varying levels of coverage, which shall be confirmed to the Customer in writing prior to or at the time of contract formation.

24.2 SERVICE LEVELS

Unless a bespoke SLA applies:

- (a) routine service attendance shall be provided within a reasonable time during normal working hours; and
- (b) for a critical fault rendering the covered system wholly inoperative, Sygma shall use reasonable endeavours to attend within 4 Working Hours during normal working hours, or by the next Working Day where that target cannot reasonably be achieved. These response times are targets only and do not constitute a guarantee or strict contractual obligation unless a different or stricter response time has been expressly agreed in an applicable SLA.

24.3 SLA PRECEDENCE

Where Sygma and the Customer agree an SLA under Schedule 1 or otherwise, the terms of that SLA shall take precedence over and supersede the standard response times and coverage provisions in this Part C to the extent only of any express conflict or inconsistency. In all other respects, these Conditions (including this Part C and Part A) shall continue to apply. An SLA shall form part of the Contract and shall not be treated as a separate or independent contract, unless expressly agreed in a written document signed by a director of Sygma.

24.4 SYGMA'S MAINTENANCE OBLIGATIONS

- (a) Sygma shall:
 - (i) carry out the planned visits included in the contract;
 - (ii) respond to reactive service requests in accordance with the applicable service level;

- (iii) use reasonable skill and care in performing maintenance work; and
 - (iv) use suitably qualified personnel and suitable replacement parts or components where required.
- (b) Sygma may, where available and commercially appropriate, and subject to the coverage level agreed in the Schedule, provide temporary replacement equipment should the Customer's covered Equipment need to be removed from site for repair, but is not obliged to do so unless expressly stated in the Contract or applicable SLA.

25 CUSTOMER OBLIGATIONS UNDER MAINTENANCE CONTRACTS

The Customer shall:

- (a) retain the covered systems at the agreed site address, keep them in normal operational use and condition, and not remove, relocate, or decommission them without giving Sygma prior written notice;
- (b) ensure continuous and suitable earthed mains power supply, communications infrastructure, and appropriate environmental conditions for the covered systems;
- (c) notify Sygma promptly of faults, activations, errors or suspected defects;
- (d) provide safe and timely access for planned and reactive visits;
- (e) not permit any third party to modify, repair, reset, test, adjust, or interfere with the covered systems without Sygma's prior written consent; any breach of this obligation shall entitle Sygma to treat any resulting fault or damage as excluded from cover and to charge for any remedial attendance at its standard rates; and
- (f) keep accurate maintenance and incident records where reasonably required; and
- (g) notify Sygma in advance of building works, occupancy changes or alterations which may affect the covered systems.

26 EXCLUSIONS FROM MAINTENANCE COVER

- (a) Unless expressly included in the Schedule or the maintenance Contract, the maintenance contract does not cover, and Sygma shall not be liable for any costs, losses, or service attendance charges arising from, any of the following:
 - (i) consumables and components with a finite service life (such as batteries, detector heads, fuses, and lamps), unless specifically included in the Schedule;
 - (ii) faults arising from misuse, accidental damage, vandalism or neglect;
 - (iii) mains power failures, surges, voltage fluctuations, utility interruptions, or any fault in the mains electricity supply not caused by Sygma;
 - (iv) telecommunications, internet or network failures outside Sygma's control;
 - (v) faults caused by third party equipment, software or infrastructure;
 - (vi) rectification of pre-existing defects;
 - (vii) damage from flood, lightning, fire, storm, war, terrorism or other Force Majeure Events;
 - (viii) customer-side configuration issues, passwords, network settings or IT environments not supplied by Sygma; or
 - (ix) any work necessitated by unauthorised third party interference.
- (b) Where Sygma attends at the Customer's request in respect of a matter that falls outside the scope of cover under this Part C, Sygma may charge for such attendance, parts, and labour at its then-prevailing standard rates, and shall endeavour to notify the Customer before proceeding if the cost is likely to be material.

27 CONTRACT TERM AND RENEWAL

27.1 INITIAL TERM

Unless otherwise stated in the Quotation or Schedule, a maintenance Contract shall commence on the Start Date and shall continue for an initial fixed period of 12 months (the "**Initial Term**").

27.2 RENEWAL

Following the expiry of the Initial Term, and on the expiry of each subsequent Contract Year, the Contract shall renew automatically for a further successive period of 12 months on the same terms (subject to any charge review under clause 28.2), unless terminated by either party in accordance with clause 27.3. Automatic renewal ensures: (a) continuity of regulatory and insurance cover for the Customer; (b) planned service visits are scheduled within each 12-month period; (c) the Customer benefits from contracted Call-Out charges for the full Contract Year; and (d) the Customer retains priority Call-Out status ahead of non-contracted clients.

27.3 NOTICE TO TERMINATE AT RENEWAL

Either party may prevent the automatic renewal of the Contract at the end of the Initial Term or any subsequent renewal term by giving not less than 3 calendar months' prior written notice. Notice given during a term shall take effect at the end of the then-current term to which it relates. Notice shall be given in writing in accordance with clause 12.2.

28 MAINTENANCE CHARGES

28.1 ANNUAL INVOICING

Unless otherwise agreed in writing, the Annual Contract Charge for each Contract Year shall be invoiced in full at the commencement of that Contract Year. Annual invoicing in advance is required to: (a) ensure continuity of cover and planned service scheduling within the 12-month period; (b) allow Sygma to allocate technician resource and plan visit schedules; and (c) enable the Customer to benefit from contracted call-out charges and priority status throughout the Contract Year.

28.2 CHARGE REVIEW

Sygma may review the Annual Contract Charge at each anniversary of the Start Date:

- (a) **Standard Annual Increases:** Sygma may increase the Annual Contract Charge by up to 5% of the then-prevailing Annual Contract Charge, provided not less than 1 calendar month's prior written notice is given.
- (b) **Exceptional Increases:** Where increases in labour costs, parts, fuel, insurance, regulatory costs, accreditation requirements, or inflation (as measured by CPI or RPI) require an increase in excess of 5%, Sygma may apply a higher increase on giving not less than 1 calendar month's prior written notice. If the Customer does not accept a proposed increase under this sub-clause, it may terminate the Contract by giving written notice within 14 days of receiving notice of the increase, in which case no early termination charge shall apply.
- (c) **Scope Changes:** If the covered systems, sites, or service requirements change, Sygma may issue a revised Schedule and revised Annual Contract Charge with appropriate notice.

29 EARLY TERMINATION AND CANCELLATION

- (a) If the Customer terminates a maintenance Contract before the end of the then-current Initial Term or renewal term otherwise than for Sygma's material breach, the Customer shall pay to Sygma, within 14 calendar days of the termination date:
 - (i) all charges accrued up to the termination date;
 - (ii) the value of any visits, parts or works provided but not yet invoiced; and
 - (iii) an early termination charge equal to the lesser of (A) 3 months' charges; or (B) the charges that would have become payable for the unexpired remainder of the then-current term,less any direct variable costs genuinely saved by Sygma as a direct result of the early termination (such as parts and consumables not used), but excluding Sygma's fixed overhead and staff costs which will continue to be incurred regardless
- (b) The parties acknowledge and agree that the early termination charge in clause 29(a)(iii) is a genuine pre-estimate of Sygma's losses arising from early termination (including loss of planned revenue, administrative costs of contract wind-down, and costs of technician reallocation) and does not constitute a penalty. Where the Contract is with a consumer, this

clause applies only to the extent that it is fair and permitted under the Consumer Rights Act 2015.

- (c) Where the Customer has paid the Annual Contract Charge in advance and the Contract is terminated before the end of that Contract Year (otherwise than for Sygma's breach), Sygma shall, within 14 days of the termination date, refund any amount paid in advance that relates to the period after the effective termination date, less any sums due under this clause.

Part D Fire Risk Assessment Terms

30 APPLICATION OF THIS PART

This Part D applies where Sygma provides fire risk assessments or associated fire safety consultancy services. Fire risk assessments are conducted pursuant to the Regulatory Reform (Fire Safety) Order 2005, as amended by the Fire Safety Act 2021 and supplemented by the Fire Safety (England) Regulations 2022, and in accordance with applicable guidance including PAS 79 (Fire Risk Assessments: Guidance and Recommendations). In the event of any conflict between Part A and this Part D, this Part D shall take precedence for fire risk assessment contracts.

For the purposes of this Part D, the following additional definitions apply (in addition to those in clause 1.1):

- (a) **Assessor** means a suitably qualified and competent fire risk assessor engaged by Sygma to conduct the Assessment, who shall hold appropriate qualifications and be registered with a recognised professional body or third-party certification scheme.
- (b) **Assessment** means the fire risk assessment site visit and associated activities conducted at the Premises.
- (c) **Premises** means the property or properties at which the Assessment is to be conducted, as specified in the booking confirmation.
- (d) **Report** means the written fire risk assessment report prepared by the Assessor and issued to the Customer following the Assessment.
- (e) **Responsible Person** has the meaning given to it under article 3 of the Regulatory Reform (Fire Safety) Order 2005.

31 NATURE OF THE SERVICE

31.1 SERVICE DESCRIPTION

Sygma shall arrange for a suitably qualified and competent Assessor to conduct the Assessment at the Premises and to prepare and issue a written Report. The Report shall: (a) identify fire hazards and persons at risk; (b) evaluate existing fire safety measures and their adequacy; (c) record significant findings; (d) make recommendations for improving fire safety where appropriate; and (e) set out any actions required to reduce the risk of fire to an acceptable level. The Assessment will be conducted by reference to the Premises and the information reasonably available to the Assessor at the time of inspection.

31.2 BASIS OF ASSESSMENT

Unless otherwise stated in the Quotation or booking confirmation, the Assessment is a life safety fire risk assessment conducted in accordance with the Regulatory Reform (Fire Safety) Order 2005, the Fire Safety Act 2021, and applicable guidance. The Assessment does not constitute a structural survey, a building condition survey, or an assessment of business continuity or property protection risks unless expressly included in the agreed scope.

31.3 NO TRANSFER OF LEGAL RESPONSIBILITY

The Customer acknowledges and accepts that: (a) legal responsibility for fire safety compliance at the Premises remains with the Responsible Person under the Regulatory Reform (Fire Safety) Order 2005 (as amended) and is not transferred to Sygma by the carrying out of the Assessment or the issue of the Report; (b) the Responsible Person is legally obliged to implement the actions and recommendations identified in the Report using competent persons; (c) Sygma is not responsible for the ongoing management, monitoring, testing, or maintenance of fire safety measures at the Premises; and (d) carrying out the Assessment does not relieve the Responsible Person of any legal obligation to maintain, review, or update the fire risk assessment.

32 BOOKING AND ACCESS

32.1 BOOKING CONFIRMATION

A booking becomes binding when Sygma sends written confirmation of the agreed date or instruction.

32.2 ATTENDANCE REQUIREMENTS

The Customer shall ensure that:

- (a) the Responsible Person, or a suitably informed representative, is available if reasonably required;
- (b) the Premises are accessible, safe, and in their normal operational condition and occupation at the time of the Assessment, unless Sygma has been notified in writing of any different conditions;
- (c) all relevant areas, including plant rooms, risers, roof voids, locked rooms and ancillary areas, are made accessible; and
- (d) all necessary keys, fobs, codes and permits are available.

33 CUSTOMER INFORMATION AND DOCUMENTATION

- (a) To enable Sygma to perform the assessment properly, the Customer shall provide, where relevant and available:
 - (i) previous fire risk assessments;
 - (ii) fire strategy documents;
 - (iii) floor plans;
 - (iv) alarm, emergency lighting and extinguisher servicing records;
 - (v) fire door records;
 - (vi) electrical inspection and testing records;
 - (vii) drill and training records;
 - (viii) occupancy and use information; and
 - (ix) any known fire incidents, enforcement history or material changes.
- (b) If any relevant information is unavailable at the time of the Assessment, the Assessor may record assumptions, scope limitations, and associated recommendations in the Report. The Customer acknowledges that the unavailability of information may affect the completeness of the Report and that Sygma's obligations and liability in that regard are qualified accordingly.

34 REPORT ISSUE, RELIANCE AND VALIDITY

34.1 DELIVERY

Sygma shall use reasonable endeavours to issue the Report within 7 Working Days after the Assessment visit, subject to the complexity of the Premises, the volume and quality of documentation provided by the Customer, and (where agreed) the receipt of payment. Delivery times are estimates only.

34.2 RELIANCE

The Report is prepared solely for the Customer named in the booking confirmation in relation to the identified Premises and on the basis of the information available at the date of the Assessment. The Report: (a) must not be disclosed to, or relied upon by, any third party without Sygma's prior written consent; (b) must not be altered, edited, or modified by the Customer or any third party in any respect; and (c) any alteration by the Customer or a third party shall automatically invalidate the Report and release Sygma from any liability in connection with the altered Report.

34.3 VALIDITY AND REVIEW

A fire risk assessment reflects the Premises, their use, and the information available at the date of the Assessment. The Report shall be valid until the date stated within it or, where no such date is

stated, for a maximum period of 12 months from the date of issue. Under the Regulatory Reform (Fire Safety) Order 2005, the Responsible Person is legally obliged to review the fire risk assessment regularly and whenever it may no longer be valid. The Customer must commission a review or a new assessment if: (a) there is a significant change to the Premises, their use, occupancy, or layout; (b) a fire or fire-related incident occurs at the Premises; (c) there is any reason to believe the existing assessment is no longer valid; or (d) an enforcement authority advises that a review is necessary. Revisions or updates to the Report requested following its delivery shall be treated as additional work and charged at Sygma's prevailing rates.

35 FEES AND PAYMENT FOR FIRE RISK ASSESSMENTS

- (a) Unless otherwise agreed in writing:
- (i) Sygma may invoice on completion of the site visit, on issue of the report, or at such stage as stated in the Quotation;
 - (ii) invoices are payable within 30 days; and
 - (iii) Sygma shall be entitled to withhold issue of the final Report until full payment has been received; the Report will be issued to the Customer electronically in PDF format (or such other format as agreed) following receipt of all sums due.

36 CANCELLATION AND ABORTIVE ATTENDANCE

- (a) If the Customer cancels a confirmed assessment booking:

Timing of cancellation or non-access	Charge
More than 3 Business Days before attendance	No charge
Within 3 Business Days before attendance	50% of the quoted fee
Within 24 hours before attendance, or failure to provide access	100% of the quoted fee

- (b) If attendance is prevented or materially delayed on the day of the Assessment by any of the following Customer-side issues: lack of or inadequate access to any part of the Premises; unavailable or absent Responsible Person or keyholders; unavailable access codes, keys, or permissions; unsafe Premises conditions; or failure to provide required documentation to an extent that prevents the Assessment from proceeding – Sygma shall be entitled to treat the visit as aborted and to invoice for 100% of the quoted fee as if the booking had been cancelled within 24 hours of attendance. Sygma shall endeavour to notify the Customer of any such decision before leaving the Premises.

37 FIRE RISK ASSESSMENT LIABILITY AND LIMITATIONS

37.1 STANDARD OF CARE

Sygma shall ensure that the Assessment is conducted by a suitably qualified and competent Assessor and that Sygma exercises reasonable skill and care in carrying out the Assessment and preparing the Report, consistent with the requirements of the Regulatory Reform (Fire Safety) Order 2005 and applicable guidance.

37.2 INHERENT LIMITATIONS

The Customer acknowledges and accepts the inherent limitations of a fire risk assessment, including that:

- (a) the assessment is based on visible conditions and information available at the time;
- (b) concealed defects, inaccessible areas and inaccurate information may affect the assessment;

- (c) the implementation of recommendations set out in the Report is entirely the responsibility of the Responsible Person and Sygma has no ongoing responsibility to monitor, enforce, or verify implementation; and
- (d) Sygma cannot guarantee that compliance with its recommendations will prevent any fire, loss, injury, or regulatory enforcement action by any authority, and the Customer shall not hold Sygma liable for any failure to satisfy the requirements of any enforcement authority notwithstanding compliance with the Report.

37.3 LIABILITY CAP

Subject to clauses 7.1 and 7.2, and Part E where the Customer is a consumer, Sygma's total aggregate liability for any and all claims arising out of or in connection with fire risk assessment services under this Part D (whether in contract, tort including negligence, breach of statutory duty, or otherwise) shall not in any circumstances exceed the total fees paid by the Customer to Sygma for the specific Assessment giving rise to the claim.

38 ONGOING MANAGEMENT.

- (a) The Responsible Person is solely responsible under the Regulatory Reform (Fire Safety) Order 2005 for:
 - (i) implementing the actions identified in the Report using competent persons;
 - (ii) ensuring that all recommended remedial works are carried out promptly and by appropriately qualified contractors;
 - (iii) maintaining all fire safety measures at the Premises in good working order;
 - (iv) keeping the fire risk assessment under regular review; and
 - (v) ensuring staff are adequately trained in fire safety procedures.
- (b) Sygma is not responsible for the ongoing management, monitoring, testing, or maintenance of fire safety measures at the Premises, and nothing in the Report or in the Contract shall be construed as Sygma assuming any ongoing fire safety management responsibility unless separately agreed in writing.

Part E Consumer Terms

39 APPLICATION OF THIS PART

- (a) This Part E applies where the Customer is a consumer, meaning an individual who is acting wholly or mainly outside their trade, business, craft, or profession for the purposes of the Contract. For the avoidance of doubt, a sole trader or partnership may be a consumer for certain purposes depending on the nature of the contract.
- (b) Where this Part E applies, it overrides any inconsistent provision elsewhere in these Conditions.

40 STATUTORY RIGHTS PRESERVED

Nothing in these Conditions affects the Customer's statutory rights as a consumer, including (without limitation) rights under the Consumer Rights Act 2015 (including the right to require repeat performance, a price reduction, or a refund for services not performed with reasonable care and skill, and rights in respect of goods that are not of satisfactory quality, fit for purpose, or as described), and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. These statutory rights are in addition to any contractual warranty provided by Sygma and are not affected by any limitation of liability in Parts A to D.

41 STANDARD OF SERVICE AND GOODS

- (a) Under the Consumer Rights Act 2015, services provided by Sygma to a consumer must be performed with reasonable care and skill, within a reasonable time (or the time agreed in the Contract), and at a reasonable price (if no price has been fixed in advance). If Sygma fails to perform services with reasonable care and skill, the consumer Customer may require Sygma to repeat the relevant part of the service at no additional charge, or, if repetition is not possible or not carried out within a reasonable time, to receive a price reduction.
- (b) Any goods supplied to a consumer shall be:
 - (i) of satisfactory quality;
 - (ii) fit for their usual purpose and any purpose made known to Sygma; and
 - (iii) as described.
- (c) If Sygma fails to meet the required standard, the consumer may have statutory rights including repeat performance, repair, replacement, price reduction or refund depending on the circumstances.

42 DISTANCE AND OFF-PREMISES CONTRACTS

42.1 COOLING-OFF RIGHT

Where a Contract with a consumer Customer is entered into at a distance (for example, by telephone, email, or online) or off-premises (that is, at a location other than Sygma's business premises, other than as a result of an uninvited visit from Sygma), the consumer normally has the right to cancel the Contract within 14 calendar days of the date the Contract is formed (the "Cooling-Off Period"), without giving any reason, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. To exercise this right, the consumer must inform Sygma of the decision to cancel by a clear statement sent by email to info@sygma.co.uk or by post to Sygma's registered address.

42.2 HOW TO CANCEL

The consumer may cancel by giving Sygma a clear statement of cancellation by post or email using the contact details supplied in the Quotation, booking confirmation or website.

42.3 SERVICES STARTED DURING THE CANCELLATION PERIOD

If the consumer Customer requests Sygma to commence services during the Cooling-Off Period:

- (a) Sygma will ask the consumer for express written acknowledgement and agreement to the commencement of services during the Cooling-Off Period, and confirmation that the consumer understands that the right to cancel will be lost once services are fully performed; and
- (b) if the consumer subsequently cancels within the Cooling-Off Period before the services are fully performed, the consumer shall pay Sygma a proportionate amount for the services actually supplied up to the point of cancellation, calculated pro-rata on the basis of the agreed total price.

42.4 FULL PERFORMANCE

If the consumer expressly asks Sygma to complete the services during the cooling-off period and acknowledges that the right to cancel will be lost once the services are fully performed, the cancellation right will end on full performance.

42.5 URGENT REPAIR EXCEPTION

Under Regulation 28(1)(h) of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the right to cancel does not apply where the consumer has specifically requested a visit from Sygma for the purpose of carrying out urgent repairs or urgent maintenance. In such cases, the cooling-off right is disapplied in relation to the services for which the visit was requested and any parts necessarily used in connection with those services. Sygma will inform the consumer if this exception applies before commencing work.

43 MCS-CERTIFIED INSTALLATIONS (SOLAR PV AND RENEWABLES).

The following additional conditions apply where Sygma undertakes MCS-certified installations (including Solar PV systems installed under MCS MIS 3002) for consumer customers:

- (a) **Building Regulations:** Sygma will, where responsible for notification under the Building Regulations, ensure that notification is completed prior to or upon handover. Self-certification by Sygma, where registered with an appropriate Competent Persons Scheme, removes the need for the Customer to separately notify Building Control. Sygma will advise the Customer if it is not responsible for Building Regulations notification.
- (b) **DNO Notification:** For grid-connected Solar PV systems, Sygma will undertake notification to the Distribution Network Operator (DNO) in accordance with Engineering Recommendation G98 or G99 as applicable. Sygma shall not be responsible for any delay to commissioning caused by DNO response times or decisions.
- (c) **MCS Registration:** Where an installation is to be registered under the MCS scheme, Sygma will ensure it is registered on the MCS database following commissioning. Registration is required for the Customer to access applicable financial incentives (including the Smart Export Guarantee). The Customer should retain all MCS documentation provided at handover.
- (d) **Handover Documentation:** On completion of an MCS-certified installation, Sygma will provide the Customer with all required commissioning documentation, test reports, and certificates as specified in the relevant MCS Installation Standard, including (for Solar PV) the PV System Verification Certificate in accordance with MCS MIS 3002.
- (e) **Consumer Dispute Resolution:** In the event of a dispute regarding an MCS-certified installation, the Customer may contact MCS at www.mcscertified.com. Sygma's complaints procedure (available on request) provides an internal route for resolving disputes.

44 CONSUMER PAYMENT AND DEPOSITS

- (a) Any deposit requested from a consumer Customer must be reasonable, proportionate to the services and goods to be provided, and clearly stated before the Contract is made. Sygma shall not require a deposit that is disproportionate or that would constitute an unfair term under the Consumer Rights Act 2015.
- (b) Sygma shall not impose any consumer charge which is unfair, disproportionate or contrary to consumer protection law.

45 CONSUMER LIABILITY POSITION

The exclusions and limitations of liability in Parts A to D of these Conditions apply to consumer contracts only so far as they are lawful and fair. Any term in these Conditions which would be an unfair term under the Consumer Rights Act 2015 if applied to a consumer contract shall be of no effect to the extent that it is unfair. The liability cap in clause 7.3 shall not apply so as to prevent a consumer Customer from recovering losses to which they are entitled under the Consumer Rights Act 2015 or any other applicable consumer protection legislation. Nothing in these Conditions excludes or limits Sygma's liability to a consumer Customer where it would be unlawful to do so.

46 CONSUMER COMPLAINTS AND ADR

- (a) If a consumer Customer is dissatisfied with any aspect of Sygma's services, the consumer should first use Sygma's internal complaints procedure by contacting Sygma in writing at info@sygma.co.uk or by post to Sygma's registered address. Sygma will endeavour to acknowledge all complaints within 5 Business Days and to resolve them fairly and promptly. A copy of Sygma's formal complaints procedure is available on request and on Sygma's website.
- (b) If a complaint is not resolved to the consumer's satisfaction following completion of Sygma's internal complaints process, Sygma will provide the consumer with information about any available alternative dispute resolution (ADR) scheme that may be applicable. Participation in ADR by Sygma is voluntary unless required by law or applicable scheme rules. Nothing in these Conditions affects the consumer Customer's right to bring proceedings in the courts of England and Wales.

47 JURISDICTION FOR CONSUMERS

A consumer Customer may bring legal proceedings in the courts of England and Wales. A consumer residing in Scotland may also bring proceedings in the Scottish courts, and a consumer residing in Northern Ireland may also bring proceedings in the courts of Northern Ireland, in each case as permitted by applicable law.

Schedule 1 Optional Service Level Agreement Schedule

This Schedule is optional and should only be used where Sygma expressly agrees bespoke service levels with a particular Customer. This Schedule, when completed and incorporated into a Contract, forms part of that Contract and (to the extent of any express inconsistency with Part C of the Conditions) shall prevail over the standard service and maintenance provisions in Part C. In all other respects, the Conditions (including Part A and Part C) shall continue to apply in full. An SLA agreed under this Schedule shall not be treated as a wholly separate or freestanding contract and shall not override provisions of Part A unless this Schedule expressly so states. If used, this Schedule must be completed, signed by an authorised representative of both parties, and attached to or referenced in the relevant Contract.

1 PARTIES AND CONTRACT DETAILS

Item	Details
Customer name	[Insert]
Site(s) covered	[Insert]
Main contract reference	[Insert]
Commencement date	[Insert]
Initial term	[Insert]
Covered systems/equipment	[Insert]
Support hours	[Insert]
Out of hours cover	[Insert]
Contract manager	[Insert]

2 SLA PRECEDENCE

- (a) This Schedule forms part of the Contract. If there is any conflict between this Schedule and Part C of the Conditions, **this Schedule prevails** to the extent of that conflict.
- (b) Except as expressly varied by this Schedule, the remainder of the Contract remains in full force.

3 SERVICE HOURS

Service category	Hours
Telephone support	[Insert]
Remote support	[Insert]
On-site attendance	[Insert]
Planned maintenance window	[Insert]
Emergency call handling	[Insert]

4 PRIORITY LEVELS

Priority	Description	Target response	Target attendance	Notes
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P1 Critical	Total failure of a critical life safety or security function	[Insert]	[Insert]	[Insert]
P2 High	Material impairment requiring urgent attention	[Insert]	[Insert]	[Insert]
P3 Medium	Fault affecting performance but not critical operation	[Insert]	[Insert]	[Insert]
P4 Low	Minor fault, query or non-urgent adjustment	[Insert]	[Insert]	[Insert]

5 INCLUDED SERVICES

The following services are included within the SLA charges:

- (a) [planned preventative maintenance visits];
- (b) [reactive call-outs];
- (c) [remote diagnostics];
- (d) [telephone support];
- (e) [loan equipment where available];
- (f) [parts/labour exclusions to be stated clearly].

6 EXCLUSIONS

Unless expressly included, the SLA does not cover:

- (a) customer-side power, IT, network or telecom faults;
- (b) third party systems or software;
- (c) force majeure events;
- (d) vandalism, accidental damage or misuse;
- (e) consumables;
- (f) access delays or unavailable keyholders; and
- (g) works outside the agreed sites or covered systems.

7 CUSTOMER DEPENDENCIES

Sygma's SLA commitments are conditional on the Customer:

- (a) maintaining safe access;
- (b) keeping contact and escalation details up to date;
- (c) providing remote access credentials where agreed;
- (d) ensuring suitable power, connectivity and environmental conditions; and
- (e) notifying incidents promptly with sufficient information.

8 ESCALATION CONTACTS

Level	Sygma contact	Customer contact
Operational	[Insert]	[Insert]
Contract management	[Insert]	[Insert]
Senior escalation	[Insert]	[Insert]

9 REPORTING AND REVIEW

Topic	Frequency	Owner
Service report	[Monthly/Quarterly]	[Insert]

Incident review	[Insert]	[Insert]
Contract review meeting	[Insert]	[Insert]
Performance review	[Insert]	[Insert]

10 **SERVICE CREDITS**

No service credits apply unless expressly stated below:

[Insert any agreed service credit regime, or state “Not applicable”.]

11 **CHARGES**

Item	Charge
Annual SLA charge	[Insert]
Out of scope labour rate	[Insert]
Out of hours rate	[Insert]
Parts pricing basis	[Insert]
Additional site rate	[Insert]

12 **ADDITIONAL BESPOKE PROVISIONS**

[Insert any customer-specific provisions, such as named engineer requirements, security clearance requirements, reporting obligations, or site-specific access rules.]