

**Terms & Conditions of Trade**  
**Sigma Broadcast Limited**

**1. General**

1.1 "Conditions" means the standard terms and conditions set out in this document and includes the particulars of any sale plus any additional terms as detailed from time to time by Sigma Broadcast Limited either in writing or by electronic communication.

1.2 "Customer" means the person or company who accepts a quotation made by Sigma Broadcast Limited for the sale of Goods and or services whose order is accepted by Sigma Broadcast Limited.

1.3 "Sigma Broadcast" means Sigma Broadcast Limited, at its published or registered office address.

1.4 "Contract" means the contract for the sale and purchase of Goods or services. "Writing" includes facsimile transmission or other comparable media acceptable in a Court of Law in England.

1.5 Any reference in these Conditions to an authorised employee of Sigma Broadcast Limited shall mean a director of Sigma Broadcast Limited.

1.6 Any clerical error or omission in any sales literature, quotation, price list, acceptance, offer, invoice, delivery note or other document issued by Sigma Broadcast Limited shall be subject to correction without any liability on the part of Sigma Broadcast Limited.

**2. Formation of Contract**

2.1 All Contracts entered into by Sigma Broadcast Limited shall be deemed to incorporate these Conditions to the exclusion of any other terms and conditions whether appearing in any document or other communication used by the Customer in concluding any contract or agreement with Sigma Broadcast Limited or otherwise.

2.2 No variation to these Conditions shall be binding on Sigma Broadcast Limited unless agreed in writing by an authorised employee of Sigma Broadcast Limited.

**3. Quotations**

3.1 No quotation from Sigma Broadcast Limited shall constitute an offer and all quotations shall lapse automatically after 7 days unless specified otherwise but may be withdrawn at anytime by Sigma Broadcast Limited.

3.2 All quotations to customers are based on the current information available to Sigma Broadcast Limited, where supplier prices vary we reserve the right to alter our quotation and notify the customer.

**4. Prices**

4.1 Prices quoted are, unless otherwise stated, exclusive of VAT, carriage and insurance.

4.2 VAT will be charged at the rate appropriate at the date of the invoice.

4.3 Unless otherwise agreed by an authorised employee of Sigma Broadcast Limited in writing, prices for Goods or Services shall be as published by Sigma Broadcast Limited from time to time and may be subject to alteration at anytime.

4.4 Where a software upgrade price is quoted by Sigma Broadcast Limited, with a date, that price shall only be available for 7 days. After such time we reserve the right to change the prices.

**5. Payment**

5.1 Payment for Goods shall be made by the Customer upon receipt of invoice or otherwise in accordance with the terms stipulated on the invoice but will be no later than 30 days from the date on the invoice unless stated otherwise.

5.2 Depending on the size of a contract for Goods or Services Sigma Broadcast Limited reserves the right to change its payment requirements. The customer will be notified in advance. Under certain circumstances we may require payment in advance or staged payments.

5.3 The Customer shall not be entitled to withhold payment in whole or in part in respect of any claim it may have against Sigma Broadcast Limited under or arising from any other Contract or purchase agreement.

5.4 Invoices not paid within the specified time will incur interest as per the "Late Payment of Commercial Debts (Interest) Act 1998".

5.5 Sigma Broadcast Limited reserves the right charge the customer for its time in recovering any unpaid amounts. This is in addition to statutory interest and will be not less than 2.5% of the current invoice value.

**5.6** Where an invoice or accounting error is identified by Sigma Broadcast the customer must pay any outstanding amounts within 7 days to settle their account. Payment outside this timescale will result in the client paying additional charges.

**5.6** The customer agrees to return, at its own cost, any items as specified by Sigma Broadcast Limited that have not been paid for in full. Items must be returned in the timescale as stipulated by Sigma Broadcast Limited at that time.

## **6. Delivery**

**6.1** If Sigma Broadcast Limited agrees to arrange delivery the delivery shall be at the risk and expense of the Customer and if made by a third party carrier shall be subject to the third party's standard terms and conditions whether or not the Customer shall have prior notice of the same.

**6.2** No liability shall attach to Sigma Broadcast Limited for failure to deliver at any stated time or on any stated date nor shall Sigma Broadcast Limited have any liability for any delivery made to the stated address when unattended or attended by a person or persons other than the Customer.

**6.3** Where goods are delivered directly or indirectly by Sigma Broadcast Limited it is the customers responsibility to check all items ordered within 24 hours of the delivery date. Any missing, damaged or defective goods must be noted and Sigma Broadcast Limited informed in writing within 24 hours.

## **7. Title of Goods**

**7.1** Notwithstanding delivery or the passing of risk or any other provisions of these Conditions or other provisions which may be implied in these Conditions the title in Goods shall not pass to the Customer until Sigma Broadcast Limited has received payment in full of all sums which may then be due or owing by the Customer to Sigma Broadcast Limited.

**7.2** Until the title in Goods passes to the Customer the Customer shall ensure that the goods are stored securely and insured against all losses for the sole benefit of Sigma Broadcast Limited.

**7.3** The customer will, if so instructed by Sigma Broadcast Limited, return any items as so directed at the customers cost and with immediate affect.

**7.4** The customer grants Sigma Broadcast Limited permission to access its premises at all reasonable times to either inspect, test or remove goods that have not been paid for in full.

## **8. Software**

**8.1** It is the Customers responsibility to check the suitability and stability of any software supplied by Sigma Broadcast Limited prior to a purchase being made. Once any software has been supplied it cannot be returned under any circumstances.

**8.2** All software supplied is done so on an "As Is " basis and Sigma Broadcast Limited cannot be held responsible for any defects, errors or omissions.

**8.3** Sigma Broadcast Limited cannot be held responsible for any changes or updates that may occur to software supplied from third parties that at a later date prevent the software from working.

**8.4** Sigma Broadcast Limited has no liability for changes that may take place to any other software that may in turn prevent software that Sigma Broadcast Limited has supplied from working.

**8.5** Support for any software supplied by Sigma Broadcast Limited shall be detailed on the quotation and or the delivery note sheet.

**8.6** It is the customer's responsibility to ensure that they take all reasonable precautions to prevent viruses entering any system that is in use, Sigma Broadcast Limited has no liability for problems caused by viruses or other security threats and breaches.

**8.7** No changes can be made to software or hardware supplied by Sigma Broadcast Limited without its written permission; any unauthorised changes may render the system inoperable and invalidate the warranty.

**8.8** The customer must ensure that all data that they use is backed up to a secure medium in case of system or other software failure.

**8.9** Where the customer finds there to be an error in the software or a fault they must notify Sigma Broadcast Limited in writing as soon as possible. Sigma Broadcast Limited will try to resolve the issue with the software supplier but no liability can be accepted if it is not possible to resolve the issue.

**8.10** Sigma Broadcast Limited reserves the right to make a charge for new or additional features within software programs as part of an upgrade or new version release.

## 9. Support

9.1 Sigma Broadcast Limited will indicate the level of support for each product as listed on the quotation and or delivery note sheet.

9.2 Sigma Broadcast Limited will always aim to resolve any issues as quickly as possible but no fixed time frame is stipulated and no liability is accepted if there is a delay.

9.3 Any support queries must be emailed to [support@sigmabroadcast.com](mailto:support@sigmabroadcast.com)

## 10. Hire of Equipment and / or Personnel

10.1 Where Sigma Broadcast Limited is contracted to supply equipment on a hire basis it will always, to its best endeavours, ensure that the equipment is fully tested prior to delivery to the customer.

10.2 The customer remains fully responsible for any loss or damage, however caused, to the equipment from the date and time of delivery until collected by Sigma Broadcast Limited or its agent. We reserve the right to charge for lost hire while goods are repaired or replaced.

10.3 The customer must ensure that they have adequate insurance cover for the full value of the goods being hired by Sigma Broadcast Limited.

10.4 If any product should fail during the hire period Sigma Broadcast Limited will make every effort to get a replacement to the customer but no liability shall exist if this is not possible.

10.5 We cannot accept any responsibility for late or non delivery of hire items where circumstances are beyond our control. If we cannot supply an item then a refund for that item only will be made.

10.6 Sigma Broadcast Limited will always attempt to supply hire personnel as agreed but reserve the right to replace a person if the circumstances require.

10.7 If a person has been booked for a job and then is unable to make the booking due to sickness Sigma Broadcast Limited will make a full refund for that period only. No other liability shall exist.

## 11. Warranty

11.1 Sigma Broadcast Limited warrants that Goods will correspond with their specification upon delivery and will be free from defects.

11.2 Goods are covered by a 12 month warranty unless otherwise indicated.

11.3 Sigma Broadcast Limited shall have no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, and failure to follow manufacturer's instructions, misuse, alteration or repair without the Sigma Broadcast Limited's approval.

11.4 Sigma Broadcast Limited shall have no liability in respect to Goods if the total price for Goods has not been paid by the due date for payment or any money shall be due from the Customer to Sigma Broadcast Limited under any other Contract.

11.5 Where a customer believes there to be a fault with equipment supplied by Sigma Broadcast, Sigma Broadcast may request a remote connection to the system prior to any return or onsite visit. The customer must facilitate this in the first instance to give Sigma Broadcast an opportunity to resolve the issue.

11.6 Any claim relating to defects in Goods by the Customer must be notified in writing to Sigma Broadcast Limited within seven days of the date on which such defect is apparent.

11.7 Where goods are found to be faulty they must be returned to Sigma Broadcast Limited or our suppliers address by insured carrier. The cost for the return to Sigma Broadcast is at the customer's expense.

11.8 Sigma Broadcast Limited at its own discretion shall be entitled in full satisfaction of any claim by the Customer to, repair items free of charge, replace Goods free of charge or by refund of the price paid for the faulty part only but Sigma Broadcast Limited shall have no further liability to the Customer for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whether or not caused by Sigma Broadcast Limited.

11.9 Goods that are repaired by Sigma Broadcast Limited will be returned to the Customer at our expense, the return shipping is to a UK address only. Additional charges will apply to any non UK location. The repaired goods will benefit from the remainder of the original warranty period.

11.10 All repairs will be carried out as quickly as possible and Sigma Broadcast Limited will endeavour to advise the customer of timescales where possible. Sigma Broadcast Limited cannot be held liable for any delay owing to parts being out of stock with suppliers.

11.11 Where goods are returned to Sigma Broadcast Limited and are found not to be faulty we reserve the right to charge an inspection fee plus return carriage costs.

11.12 Under certain circumstances it will be necessary for the customer to ship the faulty item directly to the manufacturer; this will be at the customer's expense. Sigma Broadcast Limited will advise the customer if this course of action is required for the faulty item.

**11.13** Certain items supplied by Sigma Broadcast Limited may be from outside the United Kingdom and therefore the customer accepts that there may be a delay in getting certain items repaired. Sigma Broadcast Limited will always endeavour to resolve a fault as quickly as possible but no timescale is stipulated.

**11.14** To enable the best possible pricing on equipment to customers Sigma Broadcast Limited does not hold stock and therefore each item is ordered on an " As required basis ".

**11.15** The customer must always ensure that any computer based equipment is connected to the mains electricity supply via a stand alone, local to the unit, UPS power unit to prevent damage to the equipment.

**11.16** There is no warranty cover for items damaged by power problems whether or not the customer has fitted a UPS unit.

## **12. Information & Data**

**12.1** Sigma Broadcast may from time to time require data from computer systems that have been supplied to clients to ensure that the systems are working correctly and to ensure that future updates can be issued.

**12.2** It may be necessary to discuss a client's software / hardware solution with our suppliers and other clients in order to resolve any technical issues that may arise.

**12.3** Sigma Broadcast will always take necessary steps to ensure data security.

## **13. Cancellation**

**13.1** In the event of any order being cancelled by the Customer prior to delivery of Goods or Services in whole or in part Sigma Broadcast Limited reserves the right to invoice the Customer for its time plus any losses incurred including charges for carriage, insurance and handling charges.

**13.2** The customer is not entitled to cancel an order due to the fact that the order has not been delivered within a particular timeframe.

**13.3** Sigma Broadcast Limited may cancel an order at anytime by notifying the customer, Sigma Broadcast Limited will not be liable for any losses so incurred by the customer.

*Sigma Broadcast Limited*