

# **FASTFIX Building Services Terms and Conditions**

## **1. Materials and Payments**

**1.1.** FASTFIX Building Services (“FASTFIX”) will procure all materials as outlined in the accepted Quote. If additional materials are needed and not listed, the customer must notify FASTFIX immediately.

**1.2.** All materials ordered by FASTFIX will be delivered to our storage facility until the project start date (unless otherwise specified). Upon arrival, materials will be inspected for any damage. At this stage, payment for the materials is required and must be made within 24 hours of the invoice.

**1.3.** The remaining project balance will be split into two payments (unless the project is ongoing, in which case weekly progress payments may be required). The first payment will be due upon the completion of the “first fix” phase, and the final payment will be due upon project completion.

**1.4.** If project delays occur due to factors beyond FASTFIX’s control (e.g., additional work needed, awaiting customer decisions, or waiting on materials), an interim payment may be required to cover up-to-date costs.

**1.5.** Final payment must be made within 24 hours of project handover. FASTFIX does not offer 28-day invoices. Failure to make payment within this period may incur additional charges as per our late payment policy.

## **2. Customer-Supplied Materials**

**2.1.** If the customer chooses to supply their own materials, it is their responsibility to ensure all necessary items are included. For example, purchasing a bathroom suite does not guarantee that all required materials are present.

**2.2.** Additional materials, such as connectors to existing pipework, may be required and will be charged separately.

**2.3.** FASTFIX’s warranty covers only labour and materials supplied directly by FASTFIX. Any customer-supplied or pre-existing materials, fittings, or pipework are not covered under this warranty.

**2.4.** If a customer requests the use of old or existing fittings to save costs, please note that these items will not be warrantied by FASTFIX.

**2.5.** If the customer is supplying materials, they are responsible for having the materials on-site on time. If materials are not on-site on time, the customer is liable for any time that FASTFIX has to wait or will be required to cover the cost if FASTFIX needs to procure the correct materials.

## **3. Contracts and Legal Compliance**

**3.1.** Contracts may be used to safeguard both the customer and FASTFIX. These documents are legally binding.

**3.2.** Customers must inform FASTFIX if they are not the property owner. It is considered fraudulent for anyone other than the legal homeowner to agree to the works without proper authorisation, and legal action may be pursued in such cases.

#### **4. Unforeseen Work and Additional Charges**

**4.1.** During the course of work, FASTFIX may uncover additional issues that need to be addressed, such as rotten timbers or inadequate existing pipework. If this occurs, any additional materials or man-hours required will be discussed with the customer before proceeding.

**4.2.** If FASTFIX cannot contact the customer for approval and is unable to proceed with work, the customer will still be charged for a full day of work, even if the team must leave the property.

#### **5. Rubbish Removal**

**5.1.** Any rubbish generated from projects belongs to the customer unless rubbish removal has been discussed and agreed upon in advance. If rubbish removal is not included in the quote, it is considered a separate service. FASTFIX is a building and plumbing company, not a waste disposal company.

**5.2.** Rubbish can be removed from the property for £150 per van load, but this arrangement must be initiated by the customer. If the customer does not arrange for rubbish removal, they are responsible for its disposal by either removing it themselves, hiring a skip, or requesting FASTFIX's rubbish removal service.

#### **6. Discretionary Authority**

**6.1.** All statements and actions are at the sole discretion of FASTFIX. FASTFIX reserves the right to refuse, amend, or terminate the agreement in circumstances where compliance is not feasible or where terms are not adhered to.

#### **7. Work Environment**

**7.1.** It is the customer's responsibility to ensure a clean and clear work environment. Customers must clear the room of personal belongings, provide access to necessary areas (e.g., stop cock if water is being turned off), and ensure cleanliness in spaces like bathrooms where work is conducted. FASTFIX is not responsible for moving items; if time is required to clear or clean the area, additional charges may apply. Quotes assume that the work area will be free of the customer's belongings.

## **8. Acceptance of Terms**

**8.1.** By accepting this quote or estimate, the person(s) named therein accept full responsibility for the total amount specified and all associated terms and conditions of FASTFIX. Acceptance indicates a legally binding agreement to all the clauses herein.

## **9. Parking Arrangements**

**9.1.** It is the customer's responsibility to ensure parking availability close to the property for FASTFIX vehicles. Due to the risk of tool theft, we require parking within close proximity to the property. Parking down the street is not acceptable, as we must be able to efficiently transport tools and materials to and from the worksite.

**9.2.** If parking is not provided, and a ticket is incurred, this cost will be added to the final invoice for the customer. Ensuring safe and close parking enhances both security and efficiency, allowing us to complete our work promptly and with minimised risk.

## **10. Floor Protection and Care**

**10.1.** FASTFIX will bring a small amount of basic protective sheeting. However, for enhanced protection of carpets or special flooring, customers may add a protection package to their quote. This package includes professional-grade sticky-back, waterproof protective sheeting for an additional £25.

**10.2.** If the floor protection package is not selected, FASTFIX is not liable for any damage to the floor or carpet during the course of work.

## **11. Worksite Preparation**

**11.1.** It is the customer's responsibility to ensure the worksite is clear of any items that could be damaged, including personal belongings, fragile items, and hanging pictures. To create a safe and accessible work environment, please remove these items before work begins.

**11.2.** While we will inform customers if any items obstruct the workspace, it is ultimately the customer's responsibility to remove these items. FASTFIX will not be responsible for any breakages, damage, or loss of items that remain in the work area. We recommend securing any items with sentimental value in a safe location, as we cannot replace the sentimental value of such items.

## **12. Communication Policy**

**12.1.** Customers are allowed to message Scott at any time; however, they should only expect replies during work hours. Discussions can only occur within work hours. If Scott chooses to message them outside of work hours, it is a goodwill gesture, and customers should not expect it as a standard practice.

## **13. Communication and Response Times**

**13.1. Response Expectations:** Messages sent outside of our standard work hours will be addressed during the next available work period. Customers should not expect responses or discussions outside of work hours as a standard practice.

**13.2. Work Hours for Communication:** All discussions requiring in-depth responses, decision-making, or project updates will be scheduled during our regular work hours to ensure we provide focused and thorough attention to your concerns.

**13.3. Goodwill Messages Outside Work Hours:** If you receive responses or updates from FASTFIX outside of standard work hours, please consider these a gesture of goodwill. While we aim to provide timely service, any communication outside of regular hours is voluntary on our part and should not set a precedent for future responses or expectations.

## **14. Agency and Third-Party Payment Terms**

**14.1. Direct Engagement and Payment Requirement:** FASTFIX Building Services operates independently and does not work under any agency or third-party payment guidelines. We do not subcontract for other companies, nor do we follow external payment timelines or structures. By engaging FASTFIX, all clients—including agencies, third parties, or construction companies—are agreeing to FASTFIX's established payment terms as outlined in our Terms and Conditions.

**14.2. Acceptance of Terms by Engagement:** By contacting FASTFIX for services, you automatically enter into our Terms and Conditions under UK contract law, establishing a legally binding agreement. Any acceptance of a quote from FASTFIX confirms that you fully agree to our Terms and Conditions, including our specific payment structure. If you are representing a company or agency, you accept personal and legal responsibility for timely payment. In cases where the company fails to pay on time, you, as the representative, are personally liable for the outstanding invoice amount.

**14.3. No CIS Deductions or Subcontracting:** FASTFIX is a service provider, not a subcontractor. We do not operate under the Construction Industry Scheme (CIS), nor do we accept any CIS deductions or subcontractor arrangements. When engaging FASTFIX, you are paying for services directly and in full, as a customer, not under an employment or subcontractor arrangement.

**14.4. Compliance with UK Fraud Act 2006:** Any misrepresentation or attempt to alter or evade agreed payment obligations will be considered fraudulent behaviour under the **Fraud Act 2006**. FASTFIX reserves the right to take legal action in such cases. Misleading or providing false information to modify payment obligations will result in immediate legal action, including potential charges of fraud, to recover the full outstanding balance and any associated costs.

**14.5. Legal Liability:** FASTFIX's payment terms are non-negotiable

## **15. Accuracy and Responsibility for Information Provided**

### **15.1. Supply of Accurate Details:**

FASTFIX Building Services requires all customers to provide accurate, truthful information in the Client Questionnaire form sent prior to the commencement of services. By law, under the **Fraud Act 2006**, providing false or misleading information may be considered an attempt to commit fraud. Should any information be found intentionally incorrect, FASTFIX reserves the right to view this as an act of deception and fraud. Accurate details are essential for us to perform our services efficiently and within legal compliance. If you are unwilling to provide the requested details, you must notify us immediately so we can discuss alternative arrangements or, if necessary, cancel or reschedule the project. We will not tolerate false or misleading details under any circumstances.

### **15.2. Quote Scope and Additional Work:**

Our quotes cover only the specific tasks outlined. Should you require additional work beyond the scope of the agreed quote, FASTFIX will charge an additional £40 per hour for any extra work not pre-arranged. This hourly rate ensures fair compensation for our tradesmen's time and expertise. As a professional service provider, FASTFIX does not assume financial interest in any client's property; our role is to perform the specific services detailed in the initial quote. Additional tasks will only be undertaken on the basis of a clear, transparent cost structure.

### **15.3. Completion Efficiency, Timing, and Pricing:**

FASTFIX operates with efficiency and expertise, often completing tasks faster than initially estimated due to experience and specialised skill. The agreed price remains fixed as per the initial quote, regardless of completion

time. However, if unforeseen complexities arise during the project, resulting in additional time or resources, FASTFIX reserves the right to adjust the final cost to reflect these circumstances. Any significant changes will be discussed promptly to ensure transparency. Once the price is accepted, we do not entertain negotiations or haggling based on the completion speed. If you have budget considerations, please inform us at the beginning of the project so we can suggest suitable options.

#### **15.4. Payment for Rubbish Removal and Materials:**

FASTFIX only undertakes rubbish removal if specified in the contract and paid for by the client. Furthermore, all materials, including fittings and standard supplies like raw plugs and screws, are procured in advance to ensure job readiness. Any materials used, whether stored on our van or acquired prior, will be billed to the client as per the quote. We do not absorb material costs as a goodwill gesture, nor do we work for free. Under UK law, payment terms for services and materials must be honoured as outlined in our contract and within the bounds of the **Supply of Goods and Services Act 1982**, which mandates fair compensation for provided services and materials.

### **16. Loft Space and Clean Work Areas**

#### **16.1. Loft Space Access and Sanitary Conditions**

As part of our commitment to maintaining safe and sanitary work environments in accordance with UK health and safety regulations, FASTFIX Building Services requires loft spaces to be free of health hazards, particularly any signs of rodent infestation. If we are required to access a loft area, we will conduct an initial inspection to assess the cleanliness and suitability of the space for safe work.

#### **16.2. Rat Droppings and Immediate Work Suspension**

Should our team encounter rat droppings or other signs of rodent activity in the loft space, we will immediately suspend all work and notify the customer of the issue. UK law, specifically the **Health and Safety at Work etc. Act 1974**, mandates that employers and workers must not be exposed to unsanitary or hazardous conditions that could endanger their health. Continuing to work in an environment contaminated with rodent droppings, which carry risks of serious diseases such as leptospirosis and hantavirus, is deemed unsafe and unacceptable under these regulations.

#### **16.3. Required Cleaning and Decontamination Process**

In the event of rat droppings in the loft area, all work will be paused until the following decontamination process is completed:

- **Removal of Insulation:** All loft insulation contaminated by rat droppings must be safely removed and disposed of.
- **Cleaning and Disinfection:** The loft area must be thoroughly cleaned and disinfected to eliminate any residual bacteria or pathogens.
- **Clearance Report:** If the customer elects to use an external pest control or decontamination service, FASTFIX requires an official clearance report from the company confirming that the loft space has been sanitised and is now safe to work in.
- **Customer Self-Performed Cleaning:** If the customer chooses to clean and disinfect the loft themselves, our team will re-inspect the area before resuming work to ensure the space meets acceptable cleanliness and safety standards.

#### 16.4. Optional Decontamination Service Offered by FASTFIX

For customers who prefer a streamlined solution, FASTFIX offers a specialised loft decontamination service tailored for rodent infestation clean-ups. Our service includes:

- **Insulation Removal:** Removal of all contaminated insulation materials in a safe and responsible manner.
  - **Droppings Cleanup:** Thorough vacuuming of droppings and any contaminated debris, using industrial-grade equipment to minimise airborne contaminants.
  - **Disinfection:** Full disinfection of the loft space to neutralise any health risks associated with rodent activity.
  - **Trap and Poison Placement:** Strategic placement of traps and poison in compliance with pest control best practices to mitigate future rodent activity.
- This decontamination service is offered at a flat rate of £400. Additionally, we provide an optional rubbish removal service, with pricing as follows:
- **Rubbish Removal:** £150 per full van load or £80 per half van load. The customer may opt to handle rubbish disposal independently if preferred.

#### 16.5. Resumption of Work in Loft Space

Once the loft area has been cleared, cleaned, and disinfected, and either a clearance report has been provided or our team has verified the cleanliness, FASTFIX will resume work in the loft space. We appreciate customers' cooperation in maintaining a safe work environment and recognise that, under UK law, our workers are entitled to refuse work in unsafe or unsanitary conditions.

## **17. Personal Protective Equipment (PPE) and Additional Charges for Unsanitary Conditions**

### **17.1. Requirement for PPE in Unsanitary Conditions**

Under the Personal Protective Equipment at Work Regulations 1992 and in alignment with the Health and Safety at Work etc. Act 1974, FASTFIX Building Services is committed to ensuring the safety of our team by providing appropriate Personal Protective Equipment (PPE) when working in conditions that could pose health risks. In cases where our team must work in environments deemed unsanitary—such as areas with rodent droppings, mould, or other biohazards—additional PPE, including disposable items, is necessary to comply with UK safety regulations and protect our workers from potential health hazards.

### **17.2. Use of Disposable PPE and Additional Costs**

When work must proceed in these unsanitary conditions, FASTFIX will equip our team with disposable PPE, which may include gloves, masks, protective coveralls, and other necessary safety gear. Due to the disposable nature of this equipment and the requirement to maintain strict hygiene standards, the cost of these items will be added to the customer's final invoice. This charge is applied regardless of any initial quotations provided and is necessary to comply with UK health and safety laws, as well as to ensure the safety and hygiene of our team.

### **17.3. Notification to Customer**

FASTFIX will inform the customer when disposable PPE is required due to unsanitary conditions, explaining the necessity and associated costs. This proactive approach ensures transparency and reinforces our commitment to following UK health and safety standards, as well as protecting our team's welfare in accordance with the Control of Substances Hazardous to Health Regulations (COSHH) 2002.

### **17.4. Customer Responsibility**

We kindly remind customers that it is their responsibility to ensure a clean work environment wherever possible. If a space requires additional safety precautions due to sanitary issues, the customer will be held accountable for the cost of disposable PPE. These measures are implemented to maintain compliance with UK law and uphold a safe work environment for all FASTFIX team members.



## **18. Labourers and Assistance on Site**

### **18.1. Labourer Requirement and Discretion**

FASTFIX Building Services may deem it necessary to bring an additional labourer to assist with specific tasks, such as carrying heavy materials, assisting in confined spaces, or working at heights. The need for a labourer is at FASTFIX's discretion and is determined by the nature and safety requirements of the work. Under UK law, FASTFIX is responsible for ensuring a safe work environment for our team and complying with health and safety regulations.

### **18.2. Customer Assistance and Insurance Limitations**

We appreciate any willingness to help; however, for insurance reasons, customers are not permitted to assist with any part of the work. If a customer were to assist, this would void our insurance, and FASTFIX would become liable for any injuries the customer might sustain. Therefore, we must respectfully decline any offers of assistance from customers to ensure compliance with our insurance policy and to avoid liability for potential injuries.

### **18.3. Importance of Labourer Costs and Customer Understanding**

In some cases, customers may question the necessity of labourer fees. However, we follow government health and safety regulations that mandate a two-person team for various scenarios that might otherwise appear manageable with one individual. Failing to comply with these guidelines could void our insurance and health coverage. Five scenarios where UK law requires a two-person team include:

- **Working at Height:** For safety reasons, a second person is required for support and emergency assistance if working above ground level.
- **Confined Space Operations:** Regulations under the Confined Spaces Regulations 1997 require a second person in case of restricted movement or emergency exit needs.
- **Heavy Lifting:** The Manual Handling Operations Regulations 1992 stipulate that lifting heavy items often requires assistance to prevent strain or injury.
- **Use of Hazardous Materials:** Handling certain materials may require a second person for safety and to manage equipment, as per Control of Substances Hazardous to Health (COSHH) Regulations 2002.
- **Electrical Work in Hazardous Environments:** When working in potentially damp or risky environments, two-person teams are required under Electricity at Work Regulations 1989 to mitigate risks.

By following these guidelines, FASTFIX upholds safety standards and maintains compliance with UK law, ensuring both our team's welfare and the quality of our service.

## **19. Dust Management**

### **19.1. Efforts to Minimise Dust**

FASTFIX Building Services is committed to maintaining cleanliness during the course of our work. We take measures to minimise dust wherever possible, including using dust sheets, keeping doors closed, and vacuuming affected areas as necessary. However, it is essential to understand that construction work inevitably generates some level of dust, and complete prevention is not feasible.

### **19.2. Dust Control Expectations**

As part of our obligation under the Health and Safety at Work etc. Act 1974, we aim to mitigate dust exposure in customer homes to the best of our ability. We encourage customers to consider the nature of building work and to prepare accordingly. FASTFIX cannot be held responsible for minor dust accumulation during projects, but we will make every effort to reduce its impact on your home environment.

## **20. Call-Outs and Material Collection**

### **20.1. Material Collection and Time Allocation**

FASTFIX Building Services maintains a basic stock of materials on board to address common needs. However, as we are not a wholesaler, there may be instances where additional or specific materials are required during the project. Should this be the case, we may need to leave the site temporarily to obtain these items from our suppliers.

### **20.2. Customer Responsibility for Time and Services**

Customers are responsible for covering the time spent collecting materials, managing waste, and undertaking other necessary project-related tasks. The time taken to complete these tasks is part of the overall service you are paying for. FASTFIX provides a skilled, professional service, and time spent securing the correct materials or managing waste disposal is a vital part of ensuring the job is done effectively. This service is not provided free of charge, and all associated time is billed as part of the project.

### **20.3. Clear Communication on Material Needs**

Should additional materials be required, FASTFIX will communicate this with the customer promptly, explaining the necessity and estimated time for collection. Customers are encouraged to view this as part of the high

standard of work FASTFIX provides, ensuring that only appropriate, quality materials are used for the job.

FASTFIX Building Services charges a standard call-out fee for attending customer sites to assess issues, provide quotes, or address concerns not covered under our warranty. This fee is applicable for each visit unless otherwise stated in the project agreement.

#### **20.5. Acceptance of Inspection Quote**

By accepting the inspection quote, the customer agrees to be bound by all terms and conditions outlined by FASTFIX Building Services. This acceptance establishes a legally binding agreement, ensuring the customer acknowledges and adheres to the policies detailed in our Terms and Conditions document.

#### **20.6. Call-Outs for Additional Materials**

During a project, if additional materials are required that were not included in the initial quote, FASTFIX may need to temporarily leave the site to collect these materials. Time spent collecting necessary items will be billed as part of the project, unless agreed otherwise.

#### **20.7. Warranty-Related Call-Outs**

For any work covered under our Limited Warranty, the call-out fee will be waived if the issue is determined to fall under our warranty coverage. However, if the issue is found to be unrelated to our services or due to circumstances beyond our control (such as customer misuse or failure to follow maintenance instructions), the standard call-out fee will apply.

#### **20.8. Emergency Call-Outs**

Emergency call-outs outside of standard working hours may incur a higher fee, based on the urgency and the availability of staff. This fee will be communicated prior to the call-out, allowing customers to make an informed decision.

#### **20.9. Non-Payment of Call-Out Fees**

Failure to pay the call-out fee will automatically subject the customer to FASTFIX's Late Payment Policy, falling under the same terms and conditions as if the work were pre-booked. This includes the application of late fees, interest charges, and any associated recovery actions in accordance with our standard payment policies.

#### **20.10. Provision of False or Misleading Information**

If a customer attempts to provide a false name, address, or any misleading information in an attempt to avoid payment of the call-out fee or other

charges, this will be considered an act of fraud. In such cases, FASTFIX reserves the right to report the matter to law enforcement authorities, and any necessary legal action will be pursued to recover the outstanding amount. Providing fraudulent information is a criminal offence under the Fraud Act 2006, and FASTFIX will fully cooperate with police investigations to hold accountable those who engage in deceptive practices.

## **Asbestos Handling and Legal Compliance**

In accordance with UK law, if we encounter asbestos during our work on a property, FASTFIX Building Services is legally required to follow strict procedures to ensure the safety of both our team and the customer. Under the Control of Asbestos Regulations 2012, we must:

- 1. Immediate Notification:** Upon identifying or suspecting the presence of asbestos, we will inform the customer immediately. No further work will proceed in the affected area until it is deemed safe.
- 2. Asbestos Risk Assessment:** We are obligated to conduct a risk assessment if asbestos is suspected, which may involve obtaining a sample and arranging for testing through a certified asbestos surveyor. This ensures accurate identification and risk evaluation.
- 3. Professional Asbestos Removal:** If asbestos is confirmed, only licensed professionals, following UK guidelines, are authorised to handle and remove the material. FASTFIX will pause work in the relevant area until the asbestos has been professionally removed, ensuring full compliance with health and safety standards.
- 4. Customer and Worker Safety:** In line with the Health and Safety at Work etc. Act 1974, we prioritise the safety of our clients and employees. We will take all necessary precautions to prevent exposure to asbestos fibres, following best practices and legal requirements for safe management and removal.

## **Compliance and Liability**

FASTFIX operates strictly within the bounds of UK law when it comes to handling asbestos. By adhering to the Control of Asbestos Regulations, we ensure that any potential health risks are minimised. The costs and arrangements for professional asbestos removal will be the responsibility of the customer, and work will only resume once the area is certified as safe.

## **Unforeseen Delays and Site Conditions**

FASTFIX Building Services is committed to completing projects efficiently and to the highest standards. However, certain circumstances outside of our control—such as the discovery of asbestos, unexpected structural issues, or unsanitary site conditions—may necessitate pauses in our work. When such

situations arise, we will immediately inform the customer and coordinate any necessary steps to resolve the issue safely and responsibly.

### **1. Customer Accountability for Delays Beyond FASTFIX Control**

When work is halted due to unforeseen site conditions or requirements (e.g., asbestos removal, health and safety issues), we kindly ask the customer to understand that they are responsible for covering the cost of our scheduled workday. This allows us to maintain availability and manage resources effectively, ensuring we can resume work promptly once the site is cleared.

### **2. Importance of Site Readiness**

To minimise delays, we recommend that customers prepare the work area as much as possible and communicate any known issues in advance. Our team is available to provide guidance on how to prepare the site, which helps to keep projects on track and within the expected timeline.

Our goal is to deliver a smooth and efficient service, and we appreciate our customers' understanding and cooperation in addressing any unexpected conditions. This ensures we can complete the project as promptly as possible and to our high standards.