

FASTFIX Building Services Late Payment Policy

1. Payment Terms and Due Dates

1.1. Materials and Services Payment Deadlines: Payments for materials and services are due as specified in the accepted Quote and these Terms and Conditions. For project-specific materials ordered by FASTFIX, payment is required within 24 hours of invoicing. The balance for services rendered is typically split into two payments unless otherwise agreed. Final payment must be made within 24 hours of project handover. FASTFIX does not offer 28-day invoices, and any late payments are subject to further action as outlined below.

1.2. Customer-Supplied Materials: If a customer supplies materials for a project, they must ensure all necessary items are present on-site and in good condition. Additional costs for missing items or delays caused by customer-provided materials may apply. Payment remains due within the agreed period, regardless of material issues.

1.3. Project Delays and Interim Payments: If delays occur due to customer decisions, awaiting materials, or other circumstances outside FASTFIX's control, an interim payment may be required. Payment timelines will adjust accordingly to reflect any revised project completion dates.

1.4. Alternative Payment Arrangements: In cases where a customer foresees potential payment difficulties, they must inform FASTFIX immediately to discuss alternative arrangements. Acceptance of such arrangements is at the sole discretion of FASTFIX and may be subject to additional conditions.

2. Late Payment Charges and Fees

2.1. Weekly Late Payment Fee: Invoices not paid within the agreed period (e.g., 24 hours post-handover or per project terms) will incur a late fee of 8% of the outstanding balance, applied each week from the due date until payment is received in full. The accumulated late fee will be billed on a weekly basis.

2.2. Debt Recovery Procedures: If payment remains outstanding for more than 30 days, FASTFIX reserves the right to engage a debt recovery agency. The customer will be liable for all costs associated with debt recovery, including agency fees, administrative expenses, and legal costs. Any further action will be taken under the jurisdiction of the courts in England and Wales.

3. Interest on Overdue Payments

3.1. Daily Accrued Interest: FASTFIX reserves the right to charge interest on overdue amounts at a rate of 8% per annum above the Bank of England base rate, as per the **Late Payment of Commercial Debts (Interest) Act 1998**. Interest will accrue daily from the payment due date until full settlement is made.

3.2. Accruing Interest with Debt Recovery Engagement: In cases where FASTFIX engages a debt recovery agency, interest will continue to accrue daily on any outstanding balance, irrespective of agency involvement, until all amounts are fully paid.

4. Service Suspension for Overdue Payments

4.1. Right to Suspend Services: FASTFIX reserves the right to suspend all ongoing or future services if any payment is overdue, until the outstanding balance is fully settled. FASTFIX is not liable for any project delays or associated costs to the customer due to the suspension of services for unpaid invoices.

4.2. Impact on Project Schedule: Delays caused by non-payment will impact the project timeline and may incur additional charges to reschedule or recommence services. The customer bears full responsibility for any resultant scheduling changes and associated costs.

5. Legal Action and Recovery of Costs

5.1. Legal Action for Outstanding Balances: If non-payment persists beyond 30 days, FASTFIX reserves the right to pursue legal action to recover outstanding amounts. This includes the unpaid balance, accumulated late fees, interest, and all legal expenses associated with the collection process.

5.2. Liability for Legal and Recovery Costs: The customer is liable for all costs incurred by FASTFIX during the debt recovery process, including but not limited to legal representation, court fees, administrative costs, and any other expenses deemed necessary by FASTFIX to obtain full payment.

5.3. Fraud Prevention and Compliance with UK Law: FASTFIX operates in compliance with UK law, including the **Fraud Act 2006**. Any attempt by the customer to misrepresent or delay payment obligations will be considered an offense under this act. FASTFIX reserves the right to take legal action for fraud in cases of deliberate non-compliance or deceptive practices regarding payment.

6. Agency and Third-Party Engagement Policy

6.1. Direct Engagement Only: FASTFIX Building Services operates independently and does not subcontract for agencies or third-party companies. We do not adhere to any external payment terms, guidelines, or structures outside our established Terms and Conditions.

6.2. Adherence to FASTFIX Terms and Conditions: If an agency or third-party representative contacts FASTFIX to request our services, they agree to enter into our payment terms, as outlined in both this policy and the Terms and Conditions document. By engaging FASTFIX, agencies accept full responsibility for compliance with our specific payment timelines, terms, and fees.

6.3. Personal Responsibility and Compliance: Any representative of an agency or third-party company accepting FASTFIX's quote is personally liable for timely payment. Non-compliance with our payment terms may result in legal action, including charges of fraud if misrepresentation or evasion of payment obligations occurs. FASTFIX will pursue all necessary measures to ensure full and prompt payment, including holding the agency representative legally accountable.

6.4. No CIS Deductions or Subcontractor Arrangements: FASTFIX does not operate under the Construction Industry Scheme (CIS) and does not accept CIS deductions or subcontractor payment arrangements. All services provided are billed directly to the engaging party, with no allowances for third-party intermediary payment structures.

6.5. Legal Implications under UK Law: FASTFIX's independent status requires strict adherence to our payment policies. Any attempt to circumvent, modify, or delay payment terms will be addressed under UK law, and agencies or third parties entering into an agreement with FASTFIX acknowledge that they are accepting these legally binding terms in full.

7. Customer Responsibility and Communication Obligations

7.1. Clear and Prompt Communication: Customers are responsible for ensuring open communication regarding any payment issues or delays. While FASTFIX is committed to maintaining responsive communication, customers should expect replies only within standard work hours.

7.2. Contact Information and Payment Arrangements: FASTFIX requires that all customer information be accurate and up-to-date to facilitate

effective communication. Delays caused by inaccurate contact information or unresponsiveness from the customer may result in additional fees.

7.3. Interference and Misrepresentation: Misleading or altering payment arrangements with any third-party representatives or agency without FASTFIX's written consent will be considered a breach of contract, potentially leading to termination of services or legal action.

8. Late Payment Impact on Warranty and Service Coverage

8.1. Warranty Suspension for Non-Payment: FASTFIX's warranties on materials and workmanship are valid only if the customer has adhered to all payment terms. Any outstanding balances may lead to the suspension of warranty coverage until payment is complete.

8.2. Future Service Eligibility: Customers with outstanding balances or a history of late payments may be subject to restricted access to future services, or adjusted payment terms (e.g., payment in advance) for subsequent projects.

9. Governing Law and Dispute Resolution

9.1. Governing Law: This Late Payment Policy is governed by and construed in accordance with the laws of England and Wales. Any disputes arising from this policy will be subject to the exclusive jurisdiction of the English courts.

9.2. Dispute Resolution: FASTFIX is committed to resolving payment disputes professionally. Customers with payment concerns are encouraged to contact FASTFIX promptly to discuss resolutions. FASTFIX will make reasonable efforts to accommodate any requests for payment flexibility, provided they are made before the payment due date.