

The image shows the exterior of a building with a corrugated metal facade. The FixFast logo, a blue stylized 'F' icon, is mounted on the wall. To its right, the word 'FIXFAST' is written in large, white, three-dimensional block letters. The building has a dark grey or black section on the left with a large glass window reflecting trees. The sky is clear and blue.

FIXFAST

TERMS & CONDITIONS OF SALE

 **FIXFAST**

Terms & Conditions of sale

Section 1: These Terms

1.1 What these terms cover. These are the terms and conditions on which we supply goods and/or services to you.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide goods and/or services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- + You are an individual.
- + You are buying goods and/or services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

1.4 Business customers. If you are a business customer this is our entire agreement with you in relation to your purchase.

1.5 Non-reliance on statements etc. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1.6 The authority of our employees and agents is limited. Our employees and agents are not authorised to give any advice or make any representation in connection with or in relation to the Goods or Services unless any such advice or representation is confirmed by us in writing. In entering into this contract, you acknowledge that you have not and do not rely on, and that we have no liability in connection with or in relation to, any advice or representation which is not so confirmed.

1.7 Errors and omissions are subject to correction without liability. Any error or omission in any advertising, data, descriptive matter or other document produced by us (to include but not to be limited to any descriptions, drawings, invoices, price lists, and / or technical data sheets, information or responses which may be contained in our electronic or hard copy literature) shall be subject to correction without any liability on our part.

Section 2: Information About Us And How To Contact Us

2.1 Who we are. We are Fixfast Ltd a company registered in England and Wales with company registration number **09481218** and our registered office is at Fixfast, Unit 6, Frank Sando Way, Aylesford, ME20 7NY. Our registered VAT number is GB211114537.

2.2 How to contact us. You can contact us by telephoning our customer service team at 0800 304 7616 and 01732 882387 or by writing to us at: Email: sales@fixfast.com
Or post: Fixfast, Unit 6, Frank Sando Way, Aylesford, ME20 7NY

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 “Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails. The following definitions also apply in these Terms and Conditions:

Building Safety Laws	Means: 1. the Building Safety Act 2022; 2. the Defective Premises Act 1972; 3. the Building Act 1984; 4. 4. the Building Regulations 2010; 5. the Building (Higher-Risk Buildings Procedures) (England) Regulations 2023; 6. the UK version of Regulation (EU) No. 305/2011, as it forms part of English law under the European Union (Withdrawal) Act 2018 and the Construction Products Regulations 2013 (SI 2013/1387); and 7. any law or regulation that affects any Goods or Service.
Goods	Means the goods (including any instalment of the goods or any part of them) of the description and quantity set out in the Order.
Guidance	Means any electronic, hardcopy or verbal guidance, instructions or recommendations given by us in relation to the installation of the Goods.
Order	The order for the Goods and/or Services as set out in your purchase order or our quotation (as the case may be).

Section 3: Our Contract With You

3.1 How we will accept your order. Our acceptance of your order will take place when we call, write or email you to accept it, or we tell you that we are able to provide you with the goods and/or services, whichever occurs first, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the goods and/or services. This might be (but not limited to) because the goods and/or services are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods and/or services or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

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Section 4: Our Goods and/or Services

4.1 Goods may vary slightly from their pictures. The images of the goods in our brochures and on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that the printed pictures in our brochures or a device's display of the colours accurately reflects the colour of the goods. Your goods may vary slightly from those images.

4.2 Packaging may vary. The packaging of the goods may vary from that shown in images in our brochures or on our website.

4.3 Making sure your measurements or specifications are accurate. If we are making the goods to measurements or specifications you have given us you are responsible for ensuring that these measurements or specifications, as the case may be, are correct.

4.4 The provision of goods may be dependent on the first providing services, such as site visits and calculations. If this is the case we will advise you in advance, including whether you will incur a charge for the services.

Section 5: Your Rights To Make Changes

If you wish to make a change to the goods you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods (included any related services), the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

Section 6: Our Rights To Make Changes

6.1 Minor changes to the goods and/or services. We may change the goods and/or services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat or building safety risk.
- These changes will not affect your use of the goods.

6.2 More significant changes to the goods and/or services and these terms. In addition, as we informed you in the description of the goods in our brochures or on our website, we may make changes to these terms or the goods and/or services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any goods and/or services paid for but not received.

Section 7: Providing The Goods and/or Services

7.1 Delivery costs. The costs of delivery will be as told to you over the telephone, set out in our brochures, displayed to you on our website or told to you in the course of email exchanges. Please see here for further delivery details <https://www.fixfast.com/delivery-returns/>.

7.2 When we will provide the goods and/or services. During the order process we will let you know when we will provide the goods and/or services to you or when the goods will be available for collection from us.

7.3 We are not responsible for delays outside our control. If our supply of the goods and/or services is delayed by an event outside our control then we

will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods and/or services you have paid for but not received.

7.4 Collection by you. If you have asked to collect the goods from our premises, you can collect them from us at any time during our opening hours on weekdays only (excluding public holidays), and please contact us in advance to confirm opening hours.

7.5 If you are not at your delivery address when the goods are delivered. If no one is available at your address to take delivery of the goods, we will attempt, if possible, to leave you a note informing you of how to rearrange delivery or collect the goods from a local depot. Failing that we will contact you to re-arrange delivery.

7.6 If you do not re-arrange delivery. If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and **clause 10.2** will apply.

7.7 If you do not allow us access to provide the services, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property, we may end the contract and **clause 10.2** will apply.

7.8 When you become responsible for the goods. A product will be your responsibility from the time we deliver the goods to the address you gave us or you collect it from us.

7.9 When you own goods. You own the goods once we have received payment in full.

7.10 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the goods and/or services to you. If so, this will have been stated before supply. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and **clause 10.2** will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the goods and/or services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.11 Reasons we may suspend the supply of goods and/or services to you. We may have to suspend the supply of the goods and/or services to:

- (a) deal with technical problems or make minor technical changes, for example to address a security threat or building safety risk;
- (b) update the goods and/or services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the goods and/or services as requested by you or notified by us to you (see **clause 6**).

7.12 Your rights if we suspend the supply of goods and/or services. We will contact you in advance to tell you we will be suspending supply of the goods and/or services unless the problem is urgent or an emergency. If we have to suspend the goods and/or services for longer than thirty days we will

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adjust the price so that you do not pay while they are suspended. You may contact us to end the contract if we suspend it, or tell you we are going to suspend it, in each case for a period of more than thirty days and we will refund any sums you have paid in advance for the goods and/or services in respect of the period after you end the contract.

7.13 We may also suspend supply of the goods and/or services if you do not pay. If you do not pay us for the goods and/or services when you are supposed to (see **clause 14.4**), we may suspend supply of the goods and/or services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the goods and/or services. We will not suspend the supply of the goods and/or services where you dispute the unpaid invoice (see **clause 14.7**). We will not charge you for the goods and/or services during the period for which they are suspended. As well as suspending the supply of the goods and/or services we can also charge you interest on your overdue payments (see **clause 14.6**).

Section 8: Your Rights To End The Contract

8.1 You can always end your contract for supply of goods and/or services before they have been delivered and paid for. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the goods repaired or replaced or a service re-performed or to get some or all of your money back), see **clause 12** if you are a consumer and **clause 13** if you are a business;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see **clause 8.2**;
- (c) If you are a consumer and have just changed your mind, see **clause 8.3**. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see **clause 8.7**.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any goods and/or services which have not been provided. The reasons are:

- (a) we have told you about an upcoming change to the goods and/or services or these terms which you do not agree to (see **clause 6.2**);
- (b) we have told you about an error in the price or description of the goods and/or services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the goods and/or services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the goods and/or services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than thirty days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

8.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for most goods and/or services bought over the telephone, by mail order, by exchange of emails and online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 Our warranty. In addition to your statutory rights, Fixfast may be able to offer its own warranty depending on the circumstances and please contact us for further details.

8.5 When consumers do not have a right to change their minds.

Your right as a consumer to change your mind does not apply in respect of:

- (a) goods which have been used and therefore are unfit for resale as new goods;
- (b) goods sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- (c) any goods which become mixed inseparably with other items after their delivery;
- (d) the supply of goods that are made to the consumer's specifications or are clearly personalised; and
- (e) services, once these have been completed, even if the cancellation period is still running.

8.6 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on how the goods are to be delivered.

- (a) Have you bought services? If so you have 14 days after the day we confirm details of the services to be performed. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
- (b) Have you bought goods? If so you have 14 days after the day you receive the goods, unless:
 - (i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
 - (ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8.7 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed. A contract for goods is completed when the goods are delivered and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract before it is completed, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. We will refund any advance payment you have made for goods and/or services which will not be provided to you.

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Section 9: How to end the contract with us (including if you are a consumer who has changed their mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Call customer services on **0800 304 7616** and **01732 882387** or email us at **sales@fixfast.com**. Please provide your name, delivery address, details of the order and, where available, your phone number and email address.

(b) By post. Download and print off the form here: www.fixfast.com/consumer_cancellation and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

9.2 Returning goods after ending the contract. If you end the contract for any reason after goods have been dispatched to you or you have received them, you must return them to us. Please call customer services on **0800 304 7616** and **01732 882387** or email us at **sales@fixfast.com** for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

9.3 When we will pay the costs of return. We will pay the costs of return:

- (a)** if the goods are faulty or misdescribed; or
- (b)** if you are ending the contract because we have told you of an upcoming change to the goods or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

9.4 What we charge for collection. If you are responsible for the costs of return and we are collecting the goods from you, we will charge you in accordance with our Returns Policy: <https://www.fixfast.com/help/returns>

9.5 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the goods and/or services including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 When we may make deductions from refunds if you are a consumer exercising your right to change your mind:

- (a)** We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b)** The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of goods within 3-5 days at one cost but you choose to have the goods delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c)** We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then

- (a)** If we have not offered to collect the goods from you, your refund will be made within 14 days from the day on which we receive the goods back from you or, if earlier, the day on which you provide us with evidence that you have sent the goods back to us. For information about how to return goods to us, see **clause 9.2**.
- (b)** In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

Section 10: Our Rights To End The Contract

10.1 We may end the contract if you break it. We may end the contract for goods and/or services at any time by writing to you if:

- (a)** you do not make any payment to us when it is due;
- (b)** you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the goods;
- (c)** you do not, within a reasonable time, allow us to deliver the goods to you or collect them from us; or
- (d)** you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for goods and/or services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the goods. We may write to you to let you know that we are going to stop providing the goods. We will let you know at least 2 days in advance of our stopping the supply of the goods and will refund any sums you have paid in advance for goods which will not be provided.

Section 11: If There Is A Problem With The Goods and/or Services

11.1 How to tell us about problems. If you have any questions or complaints about the goods and/or services, please contact us. You can telephone our customer service team at **0800 304 7616** and **01732 882387** or write to us at: Email: **sales@fixfast.com** or post: Fixfast, Unit 6, Frank Sando Way, Aylesford, ME20 7NY.

Section 12: Your Rights In Respect Of Defective Goods and/or Services If You Are A Consumer

12.1 If you are a consumer we are under a legal duty to supply goods and/or services that are in conformity with this contract. See the following boxes below for a summary of your key legal rights in relation to the goods and/or services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call **03454 04 05 06**.

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During the expected lifespan of your goods your legal rights entitle you to the following:

- a)** Up to 30 days: if your goods are faulty, then you can get an immediate refund.
- b)** Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c)** Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back. See also **clause 8.3**.

In relation to Services the Consumer Rights Act 2015 says:

- a)** You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we can't fix it.
- b)** If a price hasn't been agreed before hand, what you're asked to pay must be reasonable.
- c)** If you haven't agreed a time beforehand, it must be carried out within a reasonable time. See also **clause 8.2**.

12.2 Your obligation to return rejected goods. If you wish to exercise your legal rights to reject goods you must either return them to us or allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on **0800 304 7616** and **01732 882387** or email us at **sales@fixfast.com** for a return label or to arrange collection.

Section 13: Your Rights In Respect Of Defective Goods and/or Services If You Are A Business

13.1 If you are a business customer we warrant that on delivery of the goods they shall:

- (a)** conform in all material respects with their description; and
- (b)** be free from material defects in design, material and workmanship.

13.2 Subject to clause 13.3, if:

- (a)** you give us notice in writing within a reasonable time of discovery that the goods do not comply with the warranty set out in **clause 13.1**;
- (b)** we are given a reasonable opportunity of examining such goods; and
- (c)** you return such goods to us at our cost, we shall, at our option, repair or replace the defective goods, or refund the price of the defective goods in full.

13.3 We will not be liable for a good's failure to comply with the warranty in clause 13.1 if:

- (a)** you make any further use of such good after giving a notice in accordance with **clause 13.2(a)**;
- (b)** the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the good or (if there are none) good trade practice;
- (c)** the defect arises as a result of us following any drawing, design or specification supplied by you;
- (d)** you alter or repair the good without our written consent; or
- (e)** the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

13.4 Except as provided in this clause 13. We shall have no liability to you in respect of a good's failure to comply with the warranty set out in **clause 13.1**.

13.5 These terms shall apply to any repaired or replacement goods supplied by us under clause 13.2.

Section 14: Design Responsibility And Dutyholder Role

14.1 Except where stated in clause 14.2, we do not accept design responsibility or any dutyholder role in relation to the Goods.

You acknowledge and agree that:

- (a)** the Goods are sold and supplied by us without any acceptance by us of design responsibility relevant to the application, installation, specification and/or use of the Goods;
- (b)** the Goods are sold and the Services are supplied by us without any acceptance by us of any dutyholder role in relation to the Goods and/or the installation of the Goods and/or the Services (whether in accordance with the Building Safety Laws or otherwise);
- (c)** we are not acting as an adviser, consultant, designer or dutyholder in relation to the application, installation, specification and/or use of the Goods and/or the provision of the Services;
- (d)** you have not and you do not rely on, and we have no liability in connection with or in relation to, any advice, data and/or information which may be provided by us; and
- (e)** you accept sole responsibility for:
 - (i)** the interface between the Goods and the workface to which the Goods are affixed or installed; and
 - (ii)** any dutyholder role which may correspond with the sale and/or use of the Goods and/or the provision of the Services (whether in accordance with the Building Safety Laws or otherwise).

14.2 We may from time to time and at our discretion provide design input to you in relation to the Goods and/or the installation of the Goods.

In doing so, we warrant that:

- (a)** we will provide the design input with reasonable care and skill;
- (b)** we shall take all reasonable steps to comply and to procure compliance by each of our officers, employees and agents with the Building Safety Laws;
- (c)** we shall take all reasonable steps to comply with all of the obligations imposed on us for the purposes of Part 2A of the Building Regulations 2010 insofar as the Building Regulations 2010 are applicable to the Goods and/or the installation of the Goods and/or the provision of the Services;
- (d)** we are competent to fulfil the duties of a designer for the purposes of Part 2A of the Building Regulations 2010 insofar as the Building Regulations 2010 are applicable to the Goods and/or the installation of the Goods and/or the provision of the Services; and
- (e)** we will promptly and without charge provide to you on request copies of any information that we are required to provide in accordance with the Building Safety Laws.

Section 15: Installation Of The Goods

15.1 You are responsible for the installation of the Goods.

You acknowledge and agree that:

- (a)** you accept sole responsibility to ensure that the Goods are installed in accordance and/or in compliance with the Guidance and/or the Building Safety Laws; and
- (b)** you accept sole responsibility for the installation of the Goods, which is entirely at your own risk.

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Section 16: Price and Payment

16.1 Where to find the price for the goods and/or services. The price of the goods and/or services (which excludes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of your order.

16.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the goods and/or services, we will adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

16.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the goods and/or services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

16.4 When you must pay and how you must pay. For consumers and business customers we accept payment by credit or debit card. If you are a business customer you may pay via a credit account if you have a valid credit account set up with us and please contact us for further details if needed. When you must pay depends on the method of payment:

(a) For consumers and business customers who do not have a credit account with us, you must pay for the goods before we dispatch them and/or for the services before we have performed them. We will not charge your credit or debit card until we dispatch the goods or begin performance of the services, unless you select a date some time ahead for delivery and/or performance in which case the payment may be taken before dispatched and/or performance.

(b) For business customers who have a credit account with us, payment will be deducted in accordance with our Credit Account Terms.

16.5 Our right of set-off if you are a business customer. If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16.6 We can charge interest if you pay late. If you fail to make any payment due to us under the Contract by the due date for payment, then we may charge you interest on the overdue amount at the statutory rate of 8% per annum above the Bank of England's base rate. The interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You must then pay the interest together with the overdue amount, and reasonable debt recovery costs.

16.7 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

Section 17: Our Responsibility For Loss Or Damage Suffered By You If You Are A Consumer

17.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

17.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the goods and for defective goods under the Consumer Protection Act 1987.

17.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the property that we discover while providing the services.

17.4 We are not liable for business losses. If you are a consumer we only supply the goods and/or services to you for domestic and private use. If you use the goods and/or services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

Section 18: Our Responsibility For Loss Or Damage Suffered By You If You Are A Business

18.1 Nothing in these terms shall limit or exclude our liability for:

- (a)** death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b)** fraud or fraudulent misrepresentation;
- (c)** breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d)** defective goods under the Consumer Protection Act 1987; or
- (e)** any matter in respect of which it would be unlawful for us to exclude or restrict liability.

18.2 Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

18.3 Subject to clause 16.1:

- (a)** we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b)** our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the goods under your contract with us.

Terms & Conditions of sale

Section 19: How We May Use Your Personal Information

19.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the goods and/or services to you;
- (b) to process your payment for the goods and/or services; and
- (c) if you agreed to this during the order process, to give you information about similar goods and/or services that we provide, but you may stop receiving this at any time by contacting us.

19.2 We may pass your personal information to credit reference agencies.

Where we extend credit to you for the goods and/or services we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

19.3 We will only give your personal information to other third parties where the law either requires or allows us to do so.

19.4 For further information please see our Privacy Policy:

<https://www.fixfast.com/terms/privacy-policy>

Section 20: Other Important Terms

20.1 We may transfer this contract to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

20.2 You need our consent to transfer your rights to someone else.

You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. However, if you are a consumer you may transfer our guarantee at clause 8.4 to a person who has acquired the goods or, if services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant goods.

20.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 18.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

20.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

20.5 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.

20.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer. These terms are governed by English law and you can bring legal proceedings in respect of the goods in the English courts. If you live in Scotland you can bring legal proceedings in respect of the goods in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the goods in either the Northern Irish or the English courts.

20.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business. If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.