



Falkon UK, Payment Terms, Pricing & Credit Policy

Version: 1.7

Effective Date: 3rd January 2022

1. Introduction

This Payment Terms, Pricing and Credit Policy ("Policy") sets out the payment obligations, credit arrangements, pricing structure and enforcement procedures applicable to all customers, clients, individuals, businesses, organisations and public sector bodies purchasing products or services from Falkon UK.

This Policy forms part of every quotation, proposal, estimate, contract, purchase order, statement of work, invoice and service agreement issued by Falkon UK unless expressly varied in writing by an authorised director of Falkon UK.

By purchasing or continuing to use any Falkon UK products or services, the customer agrees to be bound by this Policy.

2. Scope

This Policy applies to all products and services supplied by Falkon UK including, but not limited to:

- **Shared Website Hosting**
- **Business Website Hosting**
- **Premium Website Hosting**
- **WordPress Hosting**
- **Reseller Hosting Accounts**
- **Virtual Private Servers (VPS)**
- **Dedicated Server Rental**
- **Cloud Hosting**

- **Domain Name Registration and Renewal**
- **SSL Certificates**
- **Email Hosting**
- **Website Design**
- **Website Development**
- **Software Development**
- **Custom Programming**
- **Database Development**
- **API Development**
- **Consultancy**
- **Technical Support**
- **Emergency Support**
- **On-site Technical Support**
- **Remote Technical Support**
- **Managed Services**
- **Maintenance Contracts**
- **Retainer Agreements**
- **Network Installation**
- **Hardware Installation**
- **Infrastructure Projects**
- **Any other services supplied by Falkon UK.**

3. Standard Payment Terms

Unless alternative written payment terms have been agreed by Falkon UK, all invoices are payable within 7 calendar days from the invoice date.

Payment is considered received only once cleared funds have reached Falkon UK's nominated bank account or payment processor.

The issue of an invoice shall not be delayed due to customer internal approval processes.

4. Hosting Services Covered

For the purposes of this Policy, hosting services include:

- **Website Hosting**
- **Reseller Hosting**
- **VPS Rental**
- **Dedicated Server Rental**
- **Cloud Infrastructure**
- **Email Hosting**
- **Managed Hosting**
- **Any recurring hosted service supplied by Falkon UK.**

These services operate on a continuous subscription basis and require prompt payment to ensure uninterrupted service.

5. Hosting Payment Timeline

Where payment remains outstanding for any hosting-related service, Falkon UK will normally follow the procedure below.

Day 1 – Payment Reminder

A courtesy reminder will be issued advising that payment remains outstanding.

Day 3 – Second Reminder

A further notification will be issued requesting immediate payment.

Day 7 – Final Reminder

A final reminder will be issued advising that payment has exceeded Falkon UK's standard payment terms and that service suspension may occur.

Day 8 – Service Suspension

If payment has not been received by Day 8, Falkon UK reserves the right to suspend any or all of the following services without further notice:

- **Website Hosting**
- **Email Hosting**
- **Reseller Accounts**
- **VPS Services**
- **Dedicated Servers**
- **Cloud Services**
- **Managed Services**
- **Associated control panel access**
- **FTP access**
- **SSH access**
- **API access**
- **Database access**

Service suspension does not remove the customer's obligation to pay any outstanding balance.

Day 28 – Service Termination

Where payment remains outstanding for 28 calendar days from the invoice date, Falkon UK reserves the right to permanently terminate the service.

Termination includes, but is not limited to:

- **Permanent deletion of hosting accounts**
- **Permanent deletion of websites**
- **Permanent deletion of email accounts**
- **Permanent deletion of databases**
- **Permanent deletion of backups**
- **Permanent deletion of VPS instances**
- **Permanent deletion of dedicated server data**
- **Removal of DNS zones**
- **Removal of customer files**
- **Removal of associated licences**

Once deletion has taken place, restoration may not be possible.

Falkon UK accepts no responsibility for data loss resulting from account termination due to non-payment.

Customers are solely responsible for maintaining their own backups.

6. Suspension of Other Live Services

Where Falkon UK has completed work for a customer and payment for that work remains outstanding for more than 7 calendar days, Falkon UK reserves the right to suspend any live services currently supplied to that customer.

This includes where the unpaid invoice relates to services other than hosting.

Services that may be suspended include:

- **Website Hosting**
- **Reseller Hosting**
- **VPS**
- **Dedicated Servers**
- **Cloud Services**
- **Email Hosting**
- **Managed Services**
- **Technical Support**
- **Maintenance Agreements**
- **Software Licensing**
- **API Access**

Services may remain suspended until all outstanding balances have been paid in full.

7. Outstanding Project Work

Where a customer fails to pay invoices relating to:

- **Website Development**
- **Software Development**
- **Consultancy**
- **Design Work**
- **Programming**
- **Support**
- **Installation**
- **Maintenance**
- **Project Management**

Falkon UK reserves the right to:

- **suspend ongoing work;**
- **withdraw staff from the project;**
- **refuse further support;**
- **delay future milestones;**
- **refuse deployment of completed work;**
- **withhold source code, deliverables or documentation where legally permissible until payment has been received in full.**

8. Late Payment Charges

If an invoice remains unpaid for 28 days, Falkon UK reserves the right to add a late payment administration charge equal to 20% of the outstanding balance.

This fee reflects the additional administrative costs associated with debt recovery and account management.

Where applicable, Falkon UK also reserves the right to claim statutory interest and compensation in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended, where the customer is a business and the legislation applies.

Nothing in this Policy limits Falkon UK's statutory rights under UK law.

9. Six Week Outstanding Accounts

Where payment remains outstanding for six weeks or longer, Falkon UK reserves the right to commence formal debt recovery procedures.

These may include:

- instructing debt recovery agents;
- issuing a formal Letter Before Claim compliant with the Civil Procedure Rules;
- registering defaults or payment information with appropriate commercial credit reference agencies where legally permitted;
- publishing insolvency or legal notices only where permitted by law and where applicable;
- commencing legal proceedings.

10. Letter Before Court Action

Prior to commencing legal proceedings Falkon UK will normally issue a Letter Before Claim (also referred to as a Letter Before Action) giving the customer 28 days to settle the outstanding balance or otherwise respond, where required by the applicable pre-action protocol.

Failure to respond or make payment within that period may result in legal proceedings being commenced without further notice.

11. County Court Proceedings

Where payment remains outstanding following the expiry of the Letter Before Claim period, Falkon UK reserves the right to issue proceedings through the County Court or any other court of competent jurisdiction.

Amounts claimed may include:

- outstanding invoice balances;
- contractual charges;
- applicable statutory interest;
- court fees;

- legal costs where recoverable;
- enforcement costs where permitted.

12. Credit Terms

Standard payment terms are seven calendar days.

Falkon UK may, entirely at its sole discretion, agree alternative payment terms.

Approval of extended payment terms does not create any future entitlement and may be withdrawn at any time.

13. Thirty-Day Payment Terms

Thirty-day payment terms may be considered for established customers.

Approval is entirely at Falkon UK's discretion and may take into account:

- payment history;
- trading history;
- financial standing;
- average monthly spend;
- length of relationship;
- volume of work.

14. Extended Payment Terms

Longer payment arrangements may be offered where:

- the customer has significant annual expenditure with Falkon UK;
- a managed service agreement exists;
- a retainer agreement exists;
- another commercial arrangement has been agreed.

Such arrangements must be confirmed in writing.

15. Retainer Clients

Customers participating in the Falkon UK Retainer Scheme may be eligible for more flexible payment arrangements.

Eligibility is determined solely by Falkon UK.

Typically, this applies where the customer commits to a monthly retainer representing approximately 10% to 20% of their anticipated annual spend, or another agreed monthly amount.

Retainer arrangements are individually negotiated and documented.

16. Pricing

Unless otherwise agreed in writing, Falkon UK's standard non-contract professional service rates are:

Service Level	Daily Rate
Expert Consultant	£500.00 per person per day
Technical Engineer	£250.00 per person per day
Support Agent	£150.00 per person per day

Part-day work may be charged on a pro-rata basis or at a minimum call-out period as specified in the quotation.

17. Expenses

Unless expressly agreed otherwise, customers are responsible for reimbursing reasonable expenses incurred in delivering services.

These may include:

- mileage;**
- public transport;**
- flights;**
- accommodation;**
- parking;**
- toll charges;**

- subsistence;
- equipment hire;
- specialist software licences;
- courier charges;
- shipping;
- third-party services.

Expenses will normally be supported by receipts where appropriate.

18. Accepted Payment Methods

Falkon UK accepts payment by:

- Bank Transfer (BACS/Faster Payments/CHAPS)
- Debit Card
- Credit Card
- PayPal
- Stripe

Payment processing fees may apply where stated at the point of sale.

19. Customer Responsibility

Customers remain responsible for ensuring:

- invoices are received;
- invoices are paid on time;
- billing details remain current;
- payment methods remain valid.

Failure to receive an invoice does not remove the customer's obligation to pay amounts due.

20. Right to Amend

Falkon UK reserves the right to amend this Policy at any time.

The latest published version shall apply to all future transactions unless otherwise agreed in writing.

21. Governing Law

This Policy shall be governed by and interpreted in accordance with the laws of England and Wales.

Any dispute arising under or in connection with this Policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Contact

Falkon UK

For all billing, accounts and payment enquiries, please contact Falkon UK's Accounts Department using the contact details provided on your invoice or via the official Falkon UK website.