

## **Terms & Conditions**

### **Introduction**

These Terms and Conditions (“Terms”) set out the basis on which Cascade Scotland Ltd (“we”, “us”, “our”) supplies goods, services, and equipment to our clients (“you”, “the Client”).

By accepting a quotation, placing an order, or requesting work to be carried out, you agree to be bound by these Terms.

They are designed to ensure transparency, define responsibilities, and protect both parties throughout the course of our working relationship.

### **Quotations**

All quotations are issued based on information available at the time of pricing. Any errors or omissions are subject to correction.

Prices are exclusive of VAT unless otherwise stated.

Quotations are valid for 14 days from the date of issue. After this period, pricing and availability may be subject to change without notice.

Any variation in site conditions, access, or Client requirements may result in additional charges. Where possible, these will be discussed and agreed prior to completion.

### **Acceptance of Work**

By confirming a quotation, placing an order, or requesting work to be carried out, the Client is deemed to have accepted these Terms and Conditions in full.

These Terms are available on our website and upon request. Failure by the Client to read these Terms shall not affect their enforceability.

Verbal or written instructions to proceed constitute acceptance.

Any Client-imposed terms or purchase order conditions are excluded unless expressly agreed in writing by Cascade Scotland Ltd prior to commencement.

## **Payment Terms**

### **For Invoices Under £1000 (ex VAT)**

Payment is due in full within 60 calendar days of the invoice date.

### **For Invoices of £1000 or more (ex VAT)**

Cascade Scotland Ltd does not extend credit in respect of goods, materials, equipment, or labour exceeding this value.

No materials shall be ordered, no equipment supplied, and no work scheduled or commenced until payment has been received in full.

This provision is intended to protect Cascade Scotland Ltd from supplier payment exposure and does not prevent a Client from paying in accordance with their internal payment processes, provided the Client accepts that no goods or services will be provided until payment is received.

## **Accepted Payment Methods**

Bank Transfer

Debit / Credit Card

Direct Debit (via GoCardless)

We do not accept Client-imposed payment terms beyond those stated without prior written agreement.

## **Late Payment**

Invoices not paid within the agreed terms may incur interest and recover costs in line with the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

Interest is charged at 8% above the Bank of England base rate, calculated daily, plus a fixed late payment compensation fee (as permitted by law).

Continued non-payment may result in suspension of further services and recovery of goods or equipment supplied.

Any costs incurred in the recovery of overdue sums will be charged to the Client.

## **Ownership & Risk**

All goods supplied remain the property of Cascade Scotland Ltd until paid for in full. Risk passes to the Client upon delivery or installation.

Until full payment is received, we reserve the right, upon reasonable notice and during normal working hours, to attend the Client's premises for the purposes of equipment recovery, and the Client grants reasonable access for this purpose.

## **Cancellations & Postponements**

Work cancelled or postponed within 24 hours of the scheduled visit will incur a cancellation charge of £225 or the quoted call-out rate, whichever is greater, to cover allocated labour and travel. For installations or projects exceeding £1,000, cancellations within 5 working days of the scheduled date may incur a charge up to 25% of the order value where materials or scheduling costs have been incurred.

Special-order items or equipment already procured are non-refundable once ordered. If work cannot proceed due to lack of access, unsafe conditions, or Client delays, a call-out charge may apply.

## **Warranty & Liability**

New equipment supplied is covered by the manufacturer's warranty, subject to correct installation, operation, and maintenance.

Repairs and servicing work carried out by Cascade Scotland Ltd are warranted for 30 days unless otherwise stated.

Warranty is void where faults arise from misuse, neglect, unauthorised modification, or third-party interference.

Cascade Scotland Ltd does not warrant consumable items such as filters, seals, valves, or other components subject to normal wear and tear.

Any warranty claim must be reported within 7 days of the fault being identified. Failure to do so may invalidate the warranty.

Cascade Scotland Ltd accepts no liability for consequential loss, loss of profit, or interruption of service arising from any failure, breakdown, or delay in repair.

Our total aggregate liability, whether in contract, tort, or otherwise, shall not exceed the total amount paid for the goods or services giving rise to the claim.

## **Service Visits & Site Access**

The Client must ensure safe and reasonable access to the equipment and adequate lighting, power, and water supplies as required.

Any delays or additional time caused by restricted access, health and safety concerns, or waiting for site permissions may be chargeable.

Where engineers are delayed by more than 15 minutes due to access issues, waiting times may be charged at the prevailing hourly rate.

Engineers will operate in accordance with site safety rules and company policies but retain the right to refuse work in unsafe conditions.

## **Rental & Maintenance Equipment**

Equipment supplied on a rental or hire basis remains the property of Cascade Scotland Ltd at all times and is governed by the applicable Rental Terms & Conditions

Equipment covered under a maintenance plan may be owned by the Client or a third party and remains subject to the applicable Maintenance Plan Terms & Conditions.

Nothing in these Terms confers ownership or proprietary rights except as expressly set out in the relevant rental or maintenance terms.

## **Force Majeure**

Cascade Scotland Ltd shall not be held liable for any delay or failure to perform due to circumstances beyond its reasonable control, including (but not limited to) strikes, supply chain disruptions, weather, or acts of God.

In such circumstances, Cascade Scotland Ltd reserves the right to suspend or cancel affected services without liability.

## **Data Protection**

All Client information is handled in accordance with the UK General Data Protection Regulation (UK GDPR). Details will not be shared with third parties except as required to deliver contracted services or meet legal obligations.

## **Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of Scotland. Any disputes shall be subject to the exclusive jurisdiction of the Scottish Courts.

## **General Provisions**

Any variation to these Terms and Conditions must be agreed in writing by a Director of Cascade Scotland Ltd.

If any provision is found invalid or unenforceable, the remainder shall remain in full force and effect. These Terms supersede all prior verbal or written agreements.

## **Assignment, Corporate Change & Successors**

The Client shall notify Cascade Scotland Ltd promptly of any merger, acquisition, restructuring, change of control, or corporate reorganisation.

These Terms and Conditions shall continue in full force and effect and bind any successor entity, assignee, or restructured business of the Client.

The Client may not assign, transfer, novate, or otherwise dispose of its rights or obligations under these Terms without the prior written consent of Cascade Scotland Ltd. Cascade Scotland Ltd may assign or transfer its rights and obligations at any time.

Nothing in this clause prevents Cascade Scotland Ltd from considering and, where appropriate, agreeing to reasonable supplementary requirements imposed by a Client (such as site conduct, health and safety, or onboarding procedures), provided such requirements are agreed in writing and do not override or conflict with these Terms unless expressly stated.

## **Termination of General Business Relationship**

Either party may terminate the general business relationship by providing not less than ninety (90) days' written notice.

Termination under this clause does not affect:

- Any accrued rights or obligations;
- Any outstanding payments due; or
- Any agreements governed by separate rental, hire, or maintenance terms.

Where services are provided under a rental or maintenance plan, termination shall be subject to the applicable terms of those agreements, which shall take precedence.

## **Insolvency**

If the Client enters liquidation, administration, receivership, or any analogous insolvency process, Cascade Scotland Ltd reserves the right to suspend services, terminate the business relationship, and exercise any recovery or enforcement rights available under these Terms or any related agreement.

Specific rights and remedies relating to rented or hired equipment shall be governed by the applicable rental agreement.

## **Consumer Customers**

Where services are supplied to an individual acting outside of the course of a business, nothing in these Terms is intended to exclude or limit statutory consumer rights where such rights apply by law.

For the avoidance of doubt, sole traders, partnerships, and limited companies contracting in the course of business are not treated as consumers for the purposes of these Terms.

## **Contract Hierarchy**

These Terms and Conditions constitute the master terms governing all goods, services, and equipment supplied by Cascade Scotland Ltd.

Where services are provided under separate rental, hire, or maintenance terms, those terms supplement these Terms and shall take precedence only in respect of the specific subject matter they govern.

Client purchase orders, supplier portals, or standard terms shall not override these Terms unless expressly agreed in writing by a Director of Cascade Scotland Ltd.

Cascade Scotland Ltd

[www.cascadescotland.co.uk](http://www.cascadescotland.co.uk)

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