

Rental Terms & Conditions

Introduction and Scope

These Rental Terms and Conditions (“Rental Terms”) set out the basis on which Cascade Scotland Ltd (“Cascade”, “we”, “us”, “our”) supplies equipment to clients on a rental or hire basis (“the Hirer”, “you”, “your”).

These Rental Terms apply only to the rental or hire of equipment and do not apply to the sale of equipment, one-off works, or maintenance-only services, which are governed by separate terms.

By accepting a quotation, placing an order, requesting installation, permitting installation to proceed, using rented equipment, or making payment in respect of rented equipment, the Hirer agrees to be bound by these Rental Terms.

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

These Rental Terms form part of, and are subject to, Cascade Scotland Ltd’s Standard Terms & Conditions of Business. In the event of any conflict, these Rental Terms shall take precedence only in respect of matters relating to the rental of equipment.

Rented Equipment

These Rental Terms apply to all equipment supplied by Cascade on a rental or hire basis (“the Equipment”).

All Equipment remains the sole property of Cascade Scotland Ltd at all times. Nothing in these Rental Terms grants the Hirer any ownership, title, or proprietary interest in the Equipment.

Rental Term

The rental period begins upon completion of installation of the Equipment, as evidenced by Cascade’s job report or installation record, and not by occupation, commissioning, or operational use of the Hirer’s premises.

Any delay in use caused by building works, renovations, site readiness, staffing, or internal Hirer processes does not delay the commencement of the rental period.

The rental shall continue for a minimum fixed term of eighteen (18) months ("Minimum Term").

Following expiry of the Minimum Term, the rental shall continue on a rolling monthly basis unless terminated by either party by giving not less than ninety (90) days written notice.

Early Termination & Capital Recovery

If the Hirer terminates the rental during the Minimum Term, or if this rental is terminated by Cascade due to the Hirer's breach (including non-payment), the Hirer shall remain liable for an Early Termination Charge.

The Early Termination Charge is intended to recover Cascade's unrecovered costs and is not a penalty.

The Early Termination Charge may include, where applicable:

- The original purchase costs of the Equipment (at the time Cascade acquired it), less any amount already recovered through rental payments;
- The cost of consumables, filters, chemicals, or materials purchased specifically and exclusively for the Hirer's rental (and not forming part of Cascade's normal stock);
- Reasonable installation, de-installation, recovery, transport, inspection, and refurbishment costs.

Cascade shall not seek recovery of ordinary consumables or stock items used as part of its standard operations.

Payment of the Early Termination Charge does not transfer ownership of the Equipment to the Hirer.

Rental Payments & Payment Methods

Rental charges, billing frequency, and payment schedules are set out in the applicable quotation, invoice, or Direct Debit mandate.

An initial upfront charge may apply where stated in the quotation. Ongoing rental charges are invoiced in accordance with the agreed billing cycle.

Payments are compliant with these Rental Terms provided they are made within sixty (60) days of the invoice date, in line with statutory payment provisions.

Cascade encourages payment by Direct Debit but recognises that alternative payment methods may be used by some clients.

Payments may be processed using third-party providers, including GoCardless and Stripe. Cascade does not operate as a payment services provider and does not store or process card or bank details directly, save for visibility of remittance information where provided by the Hirer.

Where payment is made by Direct Debit, the Hirer is responsible for ensuring sufficient funds are available. Failed or returned payments may be treated as late payment.

Cascade reserves the right to review rental charges periodically to reflect changes in costs, inflation, or supplier pricing. Any adjustment will be notified in advance and shall not take effect more than once per quarter.

Late Payment

Where rental payments are not paid within the agreed terms, Cascade may apply interest and recovery charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

Late payment may result in suspension of maintenance services, termination of the rental, recovery of the Equipment, and recovery of any outstanding sums and applicable Early Termination Charges.

Ownership, Risk & Insurance

All Equipment remains the property of Cascade Scotland Ltd at all times.

Risk in the Equipment passes to the Hirer upon delivery or installation.

The Hirer is responsible for any loss, theft, damage, or deterioration of the Equipment beyond fair wear and tear, except where proven to result directly from a manufacturing defect or Cascade's negligence.

Cost of repair or replacement due to loss, damage, or misuse may be invoiced and are payable within seven (7) days.

Cascade may, upon reasonable notice and during normal working hours, attend the Hirer's premises for the purposes of inspection and maintenance.

Recovery of the Equipment shall take place only following termination of the rental or material breach of these Rental Terms.

Use of Equipment & Fair Wear and Tear

The Hirer must:

- Use the Equipment only for its intended purpose and in accordance with manufacturer instructions;
- Ensure the Equipment is connected only to a safe, potable drinking water supply;
- Maintain the Equipment in a clean, hygienic environment suitable for food and beverage use;
- Ensure site conditions are comparable to those used for food storage or preparation.

The Hirer must not:

- Modify, tamper with, relocate, or sublet the Equipment without Cascade's written consent;
- Permit unauthorised persons to service or repair the Equipment;
- Remove or obscure identification labels.

Fair wear and tear arising from normal, proper use is acceptable. Damage resulting from misuse, neglect, interference, contamination, or unsuitable site conditions is chargeable.

Maintenance & Fair Use

Routine maintenance and servicing of rental Equipment is included unless stated otherwise.

Maintenance cover applies to faults and failures arising from normal use and fair wear and tear.

The Hirer remains responsible for routine day-to-day cleaning and hygiene, including surfaces, touch points, and user-contact areas. Scheduled servicing does not replace the need for appropriate daily or regular cleaning, particularly in high-use or shared environments.

Cascade reserves the right to charge for call-outs, repairs, or parts where faults are caused by misuse, repeated user error, contamination, poor site conditions, or failure to maintain appropriate hygiene standards.

Failure to provide reasonable access does not suspend rental payment obligations.

Termination & Recovery of Equipment

Either party may terminate the rental after the Minimum Term by giving not less than ninety (90) days' written notice, unless otherwise agreed.

Cascade may terminate the rental with immediate effect where:

- Rental payments remain unpaid beyond statutory late payment thresholds;
- The Equipment is misused, damaged, relocated, or interfered with;
- Access for maintenance or recovery is unreasonably refused;
- The Hirer enters insolvency or ceases trading.

Upon termination for any reason, the Hirer must cooperate to allow recovery of the Equipment within a reasonable timeframe. The Equipment must be disconnected, drained, and made available for collection.

Where recovery is delayed or prevented, Cascade may charge reasonable additional costs or invoice the replacement value of the Equipment.

Liability & Indemnity

Cascade shall not be liable for any indirect or consequential loss, loss of profit, business interruption, or economic loss arising from the use, failure, or removal of the Equipment.

Cascade's total aggregate liability under these Rental Terms shall not exceed the total rental charges paid by the Hirer in the twelve (12) months preceding the event giving rise to the claim.

The Hirer shall indemnify Cascade against all claims, losses, or expenses arising from misuse of the Equipment, failure to maintain suitable site conditions, or breach of these Rental Terms.

Data Protection

Cascade processes personal data in accordance with applicable data protection legislation and its Privacy & Data Protection Policy.

Payment processing may involve third-party providers, who process data under their own terms and policies. Cascade does not share payment details directly.

Governing Law

These Rental Terms 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.

Cascade Scotland Ltd

Registered in Scotland No. SC415073

www.cascadescotland.co.uk

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