

Maintenance Plan – Terms & Conditions

Introduction

These Maintenance Plan Terms & Conditions (“Maintenance Terms”) set out the basis on which Cascade Scotland Ltd (“Cascade”, “we”, “us”, “our”) provides preventative and reactive maintenance services to clients (“the Client”, “you”, “your”).

These Maintenance Terms apply **only** to services provided under an active maintenance plan and do not apply to the rental or sale of equipment, or to one-off call-out services, which are governed by separate terms.

By accepting a quotation, placing an order, instructing Cascade to proceed, permitting service visits to take place, or making payment in respect of a maintenance plan, the Client agrees to be bound by these Maintenance Terms.

These Maintenance Terms are available on our website and upon request. Failure to read these Maintenance Terms does not affect their enforceability.

These Maintenance Terms form part of, and are subject to, Cascade Scotland Ltd’s Standard Terms & Conditions of Business. In the event of any conflict, these Maintenance Terms shall take precedence **only** in respect of maintenance-related matters.

Scope of Maintenance Plans

These Maintenance Terms apply to any equipment covered under an active maintenance plan, whether or not the equipment was supplied, installed, or rented by Cascade.

Equipment covered under a maintenance plan remains the property of the Client unless subject to a separate rental agreement with Cascade.

Maintenance plans provide defined servicing and support only and do not constitute an insurance policy, guarantee of uninterrupted operation, or unlimited repair service.

Maintenance Plan Types

Basic Plan (Self Service)

The Basic Plan provides consumables only and does not include engineer attendance or call-outs as part of the plan.

The Basic Plan includes:

- Supply of relevant filters and a cleaning/sanitisation kit appropriate to the equipment

The Basic Plan excludes, unless separately agreed and charged:

- Scheduled engineer visits;
- Reactive breakdown call-outs;
- Labour, travel, or repair work

For the avoidance of doubt, Clients on the Basic Plan may request inspection, installation, repair, or breakdown services on an ad-hoc basis, which will be quoted and charged at Cascade's standard rates.

Responsibility for installation, use, cleaning, and ongoing condition of the equipment rests with the Client once consumables are dispatched.

Essential Plan

The Essential Plan provides scheduled preventative maintenance only.

The Essential Plan includes:

- Two scheduled, engineer-attended service visits per 12 month term;
- Preventative servicing in line with Water Hydration Association (WHA) guidance and/or manufacturer recommendations;
- Filter replacement using Cascade approved consumables;
- Sanitisation, functional checks, and performance testing;
- A written service report following each visit.

The Essential Plan excludes:

- Reactive breakdown call-outs;
- Repair labour outside scheduled visits;
- Replacement parts unless covered by a manufacturer warranty;
- Work required to rectify pre-existing faults or poor site conditions.

Premium Plan

The Premium Plan includes all services provided under the Essential Plan, plus limited reactive breakdown support.

The Premium Plan includes:

- Two scheduled preventative service visits per 12-month term;
- Up to two (2) breakdown call-outs per 12-month term, covering labour and travel only;
- Priority scheduling relative to non-plan clients (no guaranteed response times);
- A discount on out-of-warranty replacement parts (discount level as stated in the applicable quotation or invoice).

For the avoidance of doubt:

- One breakdown call-out constitutes a single job, including initial attendance and diagnosis;
- Where non-stock parts are required, a single return visit to complete the repair does not count as an additional call-out;
- Replacement parts are chargeable unless covered by a manufacturer warranty;
- Unused breakdown call-outs do not roll over or carry forward.

Whether a visit is chargeable or included under the plan is determined at Cascade's reasonable discretion, based on fault causer and site conditions.

Commencement & Eligibility

Essential and Premium Plans will not commence for new Clients or equipment not previously covered under a Cascade maintenance plan until:

- Cascade has carried out a physical inspection of the equipment; and
- Full payment for the selected plan has been received.

The inspection confirms that the equipment is safe, serviceable, and suitable for inclusion under a maintenance plan. Cascade reserves the right to decline or suspend coverage where equipment is defective, unsafe, improperly installed, or beyond economic repair.

Any work required to bring equipment up to an acceptable standard is not included under the maintenance plan and will be quoted and charged separately.

Where equipment is already covered under an active Cascade maintenance plan, further inspection is not required for plan renewal or upgrade unless Cascade reasonably determines that site conditions, equipment use, or equipment condition has materially changed.

The Basic Plan does not require inspection and commences upon receipt of payment and dispatch of consumables.

Payment & Late Payment

Maintenance plans must be paid in full in advance of commencement, renewal, continuation, or reactivation unless Cascade Scotland Ltd has expressly agreed an alternative payment arrangement in writing.

No maintenance plan shall commence, renew, remain active, or entitle the Client to scheduled servicing, breakdown support, or plan benefits until payment has been received or an agreed payment arrangement is in place and current.

Where payment is made by instalment, Direct Debit, or other agreed schedule, failure to make any payment when due may result in immediate suspension of plan benefits.

Cascade may accept staged or alternative payment arrangements at its sole discretion. Granting such arrangements on one occasion does not oblige Cascade to offer the same terms in future.

Where any payment becomes overdue, Cascade may apply interest and recovery charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

Late or non-payment may result in:

- Immediate suspension of maintenance cover;
- Cancellation or postponement of scheduled visits;
- Withdrawal of breakdown support;
- Reclassification of reactive visits as chargeable ad-hoc call-outs;
- Requirement for future plans to be paid in advance; and/or
- Termination of the maintenance agreement.

Where services are suspended due to non-payment, Cascade shall not be liable for any loss of operation, reduced performance, equipment lock-out, downtime, or service interruption arising during the suspension period.

Client Responsibilities, Access & Site Conditions

The Client must:

- Provide safe, reasonable access for all scheduled and reactive visits;
- Ensure suitable site conditions, including power, drainage, ventilation, and potable water supply;
- Maintain the equipment in a clean and hygienic environment suitable for food and beverage use;
- Notify Cascade in advance of any building works, altered site conditions, or additional PPE requirements.

Routine day-to-day cleaning, hygiene, and user-contact surfaces remain the Client's responsibility. Scheduled servicing does not replace the need for regular cleaning, particularly in high-use or shared environments.

If access is refused, delayed, or unsuitable, Cascade may:

- Charge waiting time at the prevailing hourly rate where delays exceed fifteen (15) minutes;
- Abort the visit and reschedule;
- Treat the visit as chargeable or deductible from any breakdown allowance.

Cascade engineers reserve the right to refuse work in unsafe or unsuitable conditions, including environments where food-grade hygiene standards cannot reasonably be maintained.

Liability & Indemnity

Cascade shall not be liable for any indirect or consequential loss, loss of profit, business interruption, or economic loss arising from equipment failure, downtime, or service delay.

Cascade's total aggregate liability under these Maintenance Terms shall not exceed the total maintenance fees paid by the Client in the twelve (12) months preceding the event giving rise to the claim.

The Client 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 Maintenance Terms.

Force Majeure

Cascade shall not be liable for any delay or failure to perform obligations due to circumstances beyond its reasonable control, including but not limited to extreme weather, strikes, transport disruption, or supplier failure.

In such circumstances, Cascade may suspend or cancel affected services without liability.

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.

Governing Law

These Maintenance 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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