

Cancellation & Rescheduling Terms · Updated March 2026 · Business Customers Only · Governed by the laws of England and Wales

1 — Definitions

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| 1.1 | Applicable Charge | The day rate applicable to the Customer at the time the visit was scheduled, inclusive of travel. The rate applied reflects whether the Customer holds a current service contract with Stuga Machinery Limited at the date of the visit. Contract and non-contract day rates are set out in the relevant quotation, contract, or rate card. |
| 1.2 | Scheduled Visit | Any attendance by a Stuga field service engineer that has been agreed and confirmed in writing, whether arising under a service contract (including planned maintenance visits and call-outs) or booked on an ad hoc basis. |
| 1.3 | Working Day | Monday to Friday, excluding UK public holidays. |
| 1.4 | Late Cancellation | Has the meaning given in clause 3.1. |

2 — Cancellation and Rescheduling Procedure

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| 2.1 | Written Notice Required | All cancellations and rescheduling requests must be submitted in writing by email to service@stuga.co.uk . Verbal notifications shall not be accepted and shall not constitute valid notice under these Terms. |
| 2.2 | Time of Receipt | The date and time of receipt of the written notification shall be used to determine whether sufficient notice has been given. |
| 2.3 | Rescheduling Treated as Cancellation | Rescheduling a Scheduled Visit is treated in the same manner as a cancellation for the purposes of these Terms. The original visit slot is released and the applicable charges in clause 3 shall apply. A rescheduled date, if agreed, will be treated as a new booking. |

3 — Notice Period and Late Cancellation

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| 3.1 | Late Cancellation Definition | A cancellation or rescheduling request received after 09:00 on the Working Day immediately preceding the Scheduled Visit shall be deemed a "Late Cancellation." |
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Example: For a visit scheduled on Wednesday, notice must be received by 09:00 on Tuesday at the latest. Notice received at or after 09:00 on Tuesday will be treated as a Late Cancellation.

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| 3.2 | Charge for Late Cancellation | Where a Late Cancellation occurs, 100% of the Applicable Charge for that visit shall remain due and payable by the Customer. |
| 3.3 | Sufficient Notice — No Charge | Where sufficient notice is given in accordance with clause 3.1, no cancellation charge shall apply. Any non-refundable third-party costs already incurred by Stuga Machinery Limited in connection with the visit shall remain the Customer's responsibility, as set out in clause 5. |

4 — Engineer Attendance: Unable to Carry Out Work

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| 4.1 | Treated as Late Cancellation | Where a field service engineer attends the Customer's site as previously agreed but is unable to carry out the Scheduled Visit due to any of the following, the visit shall be treated as a Late Cancellation and 100% of the Applicable Charge shall apply: <ul style="list-style-type: none"> — Lack of access to the site, equipment, or relevant area — Site not ready or equipment not available as agreed — Safety restrictions or site conditions preventing work from commencing — Missing information, permissions, or authorisations required to proceed — Customer-caused delays that prevent the work from being completed within the allocated attendance window |
| 4.2 | Evidence of Attendance | The engineer's attendance record and travel log shall constitute evidence of attendance for the purposes of invoicing. |

5 — Non-Refundable Third-Party Costs

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| 5.1 | Customer Liability for Incurred Costs | Regardless of the notice period given, the Customer shall remain liable for any non-refundable costs already incurred by Stuga Machinery Limited in connection with the Scheduled Visit. Such costs may include: <ul style="list-style-type: none"> — Pre-booked travel, flights, or accommodation — Specialist parts or equipment ordered specifically for the visit that cannot be returned to stock — Courier or carriage fees for equipment already dispatched to the Customer's site |
| 5.2 | Invoiced at Cost | Such costs will be invoiced to the Customer at cost price and supported by documentary evidence upon request. |

6 — Effect on Service Contract Allowances

- 6.1 Deemed Fulfilment** Where a Scheduled Visit forms part of a service contract — whether a planned preventive maintenance visit or a call-out allowance — a Late Cancellation shall be treated as the visit having taken place for the purposes of that contract.
- 6.2 Specific Treatment**
- A planned maintenance visit subject to a Late Cancellation shall be deemed fulfilled and shall count against the Customer's contracted maintenance visit allowance for that contract period.
 - A call-out attendance subject to a Late Cancellation shall be deemed consumed and shall count as one call-out used against the Customer's contracted call-out allowance.
- 6.3 No Replacement or Carry-Forward** This clause reflects the fact that Stuga Machinery Limited has committed engineer resource and fulfilled its scheduling obligation. The Customer shall not be entitled to claim a replacement visit or carry-forward of the forfeited allowance.

7 — Force Majeure

- 7.1 No Charge for Force Majeure** No cancellation charge shall apply where a Scheduled Visit is cancelled due to events beyond the reasonable control of either party, including but not limited to natural disasters, acts of government, national emergencies, or widespread infrastructure failure.
- 7.2 Notification Requirement** Either party seeking to rely on force majeure must notify the other as soon as reasonably practicable. Stuga Machinery Limited reserves the right to recover any non-refundable third-party costs incurred prior to notification, as set out in clause 5.

8 — Invoicing, Payment & Governing Law

- 8.1 Invoicing** Cancellation charges and any non-refundable costs shall be invoiced in accordance with Stuga Machinery Limited's standard payment terms.
- 8.2 No Set-Off** The Customer shall not be entitled to withhold or set off any cancellation charge against sums otherwise owed or claimed.
- 8.3 Governing Law** These Terms shall be governed by and construed in accordance with the laws of England and Wales, whose courts shall have exclusive jurisdiction over any disputes arising in connection with these Terms.