

## Clofield Limited Terms & Conditions - Trade

The following terms and conditions apply to all trade (i.e. Non-consumer) transactions with this company. Should you have any questions on our terms and conditions as detailed below please contact our Customer Service Department, [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) or Tel: 01246-260045 (8.00am – 4.00pm weekdays).

### Value Added Tax

VAT will be charged at the prevailing rate on all applicable products. Our website prices are shown as both excluding VAT (where applicable) and including VAT.

Eligible bodies may be subject to VAT exemption. Exemption claims can be declared when entering our online shop of our website or in writing if placing your order via post. Please contact our Customer Service Department (Tel: 01246-260045) for further information. Claims for VAT exemption cannot be taken over the telephone. We regret VAT cannot be credited at a later date if the required VAT exemption declaration is not received at time of ordering.

### Packaging, Carriage & Handling Charges

Please note: Some postal addresses in Northern Ireland, some offshore islands and some remote areas of Great Britain are not covered by our Standard Delivery Cost. We may be able to arrange delivery to such areas at an additional carriage cost. For details call 01246-260045. Monday - Friday 8.00am – 4.00pm excluding Bank Holidays.

### Orders

All orders for stocked items will normally be delivered within 48 hours of dispatch.

#### Urgent Next Day Delivery Orders

Can be arranged for an additional carriage cost. For details call 01246-260005. Monday - Friday 8.00am – 4.00pm.

### Prices

Prices as shown do not include any bulk or trade discount that may be available to you. Please email orders to [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) if you are likely to be placing repeat orders or have a credit account with us. If orders are placed online any discount that would otherwise apply will not be applied to an order received online retrospectively. These prices are for delivery only to specified UK destinations. We reserve the right to change prices without prior notice at any time. Prices charged will be those in force at the date of the Customer's order.

### Payment

Payment for all online orders will be taken at the time of placing your order.

If you wish to open a credit account with us and are a registered business, local authority or professional healthcare establishment, please contact [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) to request a Credit Application Form.

## **Title to Goods**

Ownership (title) of the goods only passes to the purchaser on full payment of invoice if ordered on account or delivery of goods if payment made with order.

## **Availability of Goods**

Goods contained on this website are offered subject to availability. Under normal circumstances all goods on your order will be despatched in full. If, however, an item is out of stock we will advise you by phone or email and endeavour to supply the item as soon as possible. Alternatively, we may supply a near equivalent item or ask you to re-order. If you have any enquiries on the above do not hesitate to contact our Customer Service Department, Email [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) or Tel: 01246-260045.

## **Notice of Damage, Defect, Non Delivery, or Incorrect Delivery**

If upon receipt, the goods arrive damaged, incomplete, incorrect or there is a shortage against the quantities specified on the delivery note, notification must be made to us within three working days, quoting your customer number and the delivery note number. Email [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) (Tel: 01246-260045 8.00am – 4.00pm weekdays). Any claims made outside this period may not be accepted.

Should an expected consignment or part consignment not arrive, notification must be made to us within 10 working days of the invoice date. Any claims made outside this period may not be accepted.

Refused deliveries – We reserve the right to retain the carriage charge paid plus 30% handling charge on all consignments which are refused delivery and returned to us without justification or due to customer error.

## **Return of Goods**

You must contact our Customer Service Team to arrange a return, subject to the terms below, on Email [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) or Tel: 01246-260045 8.00am – 4.00pm weekdays, excluding Bank Holidays.

If you have received the goods (or they have been despatched to you) then you have a duty to take "reasonable care" of them so that they may be re-sold as new. If you fail in this duty Clofield Limited may pursue a claim against you for the resulting loss in value.

If the goods have been sent or delivered to you then you are responsible for paying the direct cost for them to be collected and/or returned to Clofield Limited.

The Company is under no obligation to accept the return of goods due to customer ordering error, surplus to requirements, no longer required, unsuitability etc.

For the company to consider the return of goods in these circumstances, the goods must be in mint re-saleable condition and packaged in their original packaging.

In cases when authorisation to return is agreed, the company will then issue a returns authorisation number. In such cases, a 30% handling and administration charge (or minimum £10.00 whichever is the greater) of the returns value will be made in addition to the collection/return cost. However, if the date we receive a request to return exceeds one calendar month from when the goods were despatched we regret return will not be accepted.

No attempt should be made to return any goods without prior authorisation. We do not accept liability for unsolicited returns.

Goods returned to the company in a non-saleable condition as a result of customer usage or neglect will be paid for in full by the Customer.

In the event of a query, contact our Customer Services Department email [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) on Tel: 01246-260045. 8.00am – 4.00pm weekdays.

## **Description**

The Company is continually seeking to improve the quality and value of its goods. Whilst every care is taken to ensure illustrations and descriptions on our website are accurate and informative, we do reserve the right, if appropriate, to change specifications or improve our products.

In the event of a product not being available we will contact you and notify you of any alternative substitute products that may be suitable.

## **Product Guarantees**

A standard 12 month guarantee (from the date of delivery) applies to all products with the exception of consumables, and disposable and limited life products.

Any products we supply to you will be of satisfactory quality when delivered and when used for purposes for which the goods of that type are ordinarily used (in accordance with User Instructions where supplied). The company will not be liable for any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence or use other than that intended.

If any goods do not conform to that warranty and where we are notified within 12 months of the delivery date, the company will, at its discretion, either replace goods found not to conform to the warranty, or bring goods into merchantable quality, or take back the goods found not to conform to the warranty and refund the appropriate part of the purchase price. We reserve the right to inspect the product before refund or replacement.

## **Complaints**

Should the customer wish to formally complain, they should write to the Customer Service Manager by E-mail to [sales@silent-alert.co.uk](mailto:sales@silent-alert.co.uk) or by post to: Clofield Limited, 19 The Bridge Business Centre, Dunston Road, Chesterfield, Derbyshire S41 9FG. The complaint will be promptly acknowledged and should the complaint not be resolved within five working days the company will provide regular feedback until full resolution.

## **Force Majeure**

The company shall not be liable for any loss or damage caused by circumstances beyond the Company's control, including but not limited to an act of God, war, terrorism, civil disturbance, governmental restrictions, import or export regulations, industrial disputes and difficulties in obtaining labour or materials.

Should any such event occur, the Company might cancel or suspend any contract without incurring liability for any loss or damage caused.

## **Overseas Orders**

The terms and conditions listed here apply only to business transactions in the UK mainland destinations. For orders for goods destined for international markets including the Channel Islands, please contact our Sales Department at [Sales@silent-alert.co.uk](mailto:Sales@silent-alert.co.uk) or call Tel: +44 (0) 1246 260045.

The descriptions, specification, illustrations and prices were correct at time of issue, but may be subject to alteration without notice. E & O E.