

Terms & Conditions

These General Terms and Conditions of Sale apply to any order you place via our online shop at www.silent-alert.co.uk as a consumer. If you are placing an order on behalf of an organisation in a professional/business capacity the following terms and conditions do not apply. Instead our trade terms and conditions apply.

You must read these General Terms and Conditions of Sale carefully. By placing an order through this website, you confirm that you have read, understood and agree to these General Terms and Conditions of Sale in their entirety.

If you do not agree to these General Terms and Conditions of Sale in their entirety, you must not order any product through this Website.

Should you have any questions on our terms and conditions as detailed below please contact our Customer Service Department, sales@silent-alert.co.uk or Tel: 01246-450789 (8.00am – 4.00pm weekdays, excluding Bank Holidays).

Telephone calls to our Customer Service Department are charged at your normal national call tariff.

Placing an Order

When placing an order with us you will need to provide us with some personal information. Please see our [Privacy and Cookie Policy](#) for more information on how any personal information that you do provide may be used.

You confirm that all information and details provided by you to us are true, accurate and up to date in all respects and at all times.

Acceptance of your order

Please note that completion of the online checkout process does not constitute our acceptance of your offer to purchase products from us. Our acceptance of your order will take place only when we despatch the product(s) that you ordered from us.

We will notify you by email as soon as possible to acknowledge that we have received and are processing your order.

Prices

Prices shown 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.

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.

Members of the public with chronic illness or disability may be subject to VAT exemption. Exemption claims can be declared prior to entering our online shop or in writing if placing your order via post. Please contact our Customer Service Department (Tel: 01246-450789) 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.

Payment

During the checkout process, you will be asked to enter your payment details. By completing your payment details you confirm that the credit or debit card being used is yours. All fields indicated as compulsory must be completed. All card payments are subject to authorisation by your card issuer. Payment must be made at time of ordering by credit/debit card via PayPal as a guest or via a PayPal account.

Delivery

Goods contained on this website are offered subject to availability.

Delivery will be to the UK address specified in your order. If no one is available at a residential address at the time of delivery, a note will be left to advise whether your order has been left in a safe place e.g. with a neighbour, or returned to depot.

Urgent Next Day Delivery orders can be arranged for an additional carriage cost. For details call 01246-450789. Monday - Friday 8.00am – 4.00pm excluding Public Holidays.

Under normal circumstances all goods on your order will be despatched in full within 48 hours. If an item is out of stock we will advise you by email or phone and endeavour to supply the item as soon as possible. If you have any enquiries on the above do not hesitate to contact our Customer Service Department, Email sales@silent-alert.co.uk or Tel: 01246-450789.

All risk in the products you order (including risk of loss and/or damage to the products) shall pass to you when they are delivered to the delivery address specified in your order.

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

You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must inform us (by phone or email) within 7 days of your delivery, or within 30 days if the goods are faulty - quoting your customer number and the delivery note number. Email sales@silent-alert.co.uk (Tel: 01246-450789 8.00am – 4.00pm weekdays, excluding Public Holidays). We reserve the right to inspect any product reported as faulty before refund or replacement.

Your right to cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“CCR”) you have a right to cancel all or part of your contract at any time up to 14 days after the day on which you receive the goods, without giving any reason.

To exercise the right to cancel you must inform us, within the cancellation period, of your decision to cancel this contract by E-mail to sales@silent-alert.co.uk or by writing to:

Clofield Limited, 19 The Bridge Business Centre, Dunston Road, Chesterfield, Derbyshire S41 9FG.

Your right to cancellation does not apply to goods made to your specification which you will be directed to order by phone through our customer service team on Tel: 01246-450789 8.30am – 4.00pm weekdays excluding Public Holidays).

In the event of a cancellation you will have to bear the direct cost of returning the goods.

If you choose to return any products to us, you must do so within 14 days of notifying Clofield Limited of cancellation. We will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service (i.e. tracked and insured). If products returned directly by you are lost or damaged in transit, we reserve the right not to refund any amounts attributable to such loss or damage. If you are returning items we must be notified before return. The address of our distribution centre for returns is:

Clofield Limited, 19 The Bridge Business Centre, Dunston Road, Chesterfield, Derbyshire S41 9FG.

Upon receipt of returned goods, Clofield Limited will reimburse you within 14 days. You must take reasonable care of the goods while in your possession and we reserve the right to reduce the value of the refund if returned goods show evidence of use beyond the handling necessary to see whether the goods are as expected.

Any refunds given by us will be made to the debit/credit card account via PayPal or direct to a PayPal Account (as applicable) provided when you placed your order. We may need to contact you for your credit card details in order to make the refund.

Where we deliver products to a third party in accordance with your order, you will only be able to exercise this cancellation right if you can arrange the return the goods to us.

This is not intended to be a full statement of all your rights under the CCR. Full details of your rights under the CCR are available in the UK from your local Citizens' Advice Bureau or your Local Authority's Trading Standards Office.

Product descriptions

We have taken reasonable precautions to try to ensure that prices quoted on the Website are correct and that all products have been fairly described. However, when ordering products through the Website, please note that:

- orders will only be accepted if there are no material errors in the description of the goods or their prices as advertised on this Website;
- all prices are displayed in pounds Sterling
- packaging may vary from that shown on the Website;
- whilst we try to display the colours of our products accurately on the Website, the actual colours you see will depend on your monitor and we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the product on delivery
- All measurements and dimensions given are for guidance only and may vary within a tolerance of plus or minus 5%
- all items are subject to availability. We will inform you as soon as possible if the product(s) you have ordered are not available and we may offer alternative product(s) of equal or higher quality and value. Any alternative products supplied will be covered by the same Right to Cancel as above.

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 option, 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.

If the product becomes faulty in the first 30 days you can (as specified by the Consumer Rights Act 2015) reject the item for a refund rather than receive a replacement or repair. We reserve the right to inspect the product before refund or replacement.

You have certain rights as a consumer, including legal rights relating to faulty or misdescribed goods. For further information about your legal rights in the UK, contact your local authority Trading Standards Department or Citizen's Advice Bureau. Nothing in these General Terms and Conditions will affect these legal rights and, in particular, we will perform our obligations under these General Terms and Conditions with reasonable care and skill.

Customer Care

For the purposes of internal training we will from time to time monitor and record customer telephone communications. Confidentiality for our customers is assured at all times.

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 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.

Liability

There are certain liabilities which we cannot exclude by law and nothing in these General Terms and Conditions limits our liability for personal injury or death caused by our negligence or for fraud.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these General Terms and Conditions. We will not be liable to you if we are prevented or delayed from complying with our obligations under these General Terms and Conditions by anything you (or anyone acting on your behalf) does or fails to do.

You must follow any advice we give you to keep products we supply to you safe (including any instructions or product manuals provided with the products). We cannot accept liability for damage to products we have supplied which is caused by your failure to follow this advice.

Assignment, waiver and third party rights

We may update or amend these General Terms and Conditions of Sale from time to time to comply with law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

You may not assign or sub-contract any of your rights or obligations under these General Terms and Conditions of Sale to any third party unless we agree in writing.

If any of these General Terms and Conditions of Sale are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these General Terms and Conditions of Sale shall remain in full force and effect.

Only you and we shall be entitled to enforce these Terms of Sale. No third party shall be entitled to enforce any of these Terms of Sale, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These General Terms and Conditions of Sale are governed by the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings you must do this within the United Kingdom.

Returns & Exchanges

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("CCR") you have a right to cancel all or part of your contract at any time up to 14 days after the day on which you receive the goods, without giving any reason.

To exercise the right to cancel you must inform us, within the cancellation period, of your decision to cancel this contract by E-mail to sales@silent-alert.co.uk or by writing to:

Clofield Limited, 19 The Bridge Business Centre, Dunston Road, Chesterfield, Derbyshire S41 9FG

Your right to cancellation does not apply to goods made to your specification which you will be directed to order by phone through our customer service team on Tel: 01246-450789 (8.00am – 4.00pm weekdays excluding Public Holidays).

We cannot accept the return of certain items for hygiene reasons, if they have been used or the seal has been broken. This applies particularly (but not exclusively) to chair leaving & under carpet pressure pads.

In the event of a cancellation you will have to bear the direct cost of returning the goods. You can choose to return the goods yourself (after advising cancellation). Goods should be returned complete and in original product packaging.

If you choose to return any products to us, you must do so within 14 days of notifying Clofield Limited of cancellation. We will not be responsible for any loss or damage to them in transit and, for this reason, we recommend that you use a recorded delivery service (i.e. tracked and insured). If products returned directly by you are lost or damaged in transit, we reserve the right not to refund any amounts attributable to such loss or damage. If you are returning items we must be notified before return. The address of our distribution centre for returns is:

Clofield Limited, 19 The Bridge Business Centre, Dunston Road, Chesterfield, Derbyshire S41 9FG

On receipt of returned goods, Clofield Limited will reimburse you within 14 days. You must take reasonable care of the goods while in your possession and we reserve the right to reduce the value of the refund if returned goods show evidence of use beyond the handling necessary to see whether the goods are as expected.

Any refunds given by us will be made to the debit/credit card account or PayPal Account (as applicable) provided when you placed your order. We may need to contact you for your credit card details in order to make the refund.

Where we deliver products to a third party in accordance with your order, you will only be able to exercise this cancellation right if you can arrange for the goods to be returned to us.

This is not intended to be a full statement of all your rights under the CCR. Full details of your rights under the CCR are available in the UK from your local Citizens' Advice Bureau or your Local Authority's Trading Standards Office.

What to do if there is a problem

We endeavour to provide goods and services which conform with consumer rights, but if there should be a problem, please contact us immediately you become aware of it on Tel: 01246-450789 (8.00am – 4.00pm weekdays, excluding Bank Holidays) or email: sales@silent-alert.co.uk. If you are unhappy with the outcome of a complaint and have exhausted our complaints process, you can approach The Retail Ombudsman, email: enquiries@theretailombudsman.org.uk.