

• Please read carefully

Simulaid Terms and Conditions of Business

Payment

Payment for non-credit account holders and all export orders must be made by cleared payment before despatch. Payment options include bank transfer, cheque and all major credit and debit cards. The seller reserves the right to decline certain types of payment without reason. The seller may also request payment before certain goods are ordered in from both account and non-account customers.

Written orders from account customers by fax, post or e-mail which clearly show the originating organisation will be accepted as official orders. Purchase orders without a purchase order number will not be processed. The seller will accept no liability for erroneous ordering from within an account holder's organisation. All valid Simulaid product codes and quantities will be accepted as having been checked.

Credit Account holders must make payment within 30 days of the Invoice Date unless otherwise agreed in writing. The purchaser shall have no right of set-off and all invoices must be paid in full. All overdue amounts will be charged interest at 8% over and above the prevailing base rate quoted by Barclays Bank plc and any discounts will be disallowed.

Delivery Charges

Delivery charges will be applicable on all orders below £750.00 excluding VAT. Deliveries over £750.00 excluding VAT to mainland UK will be free of charge with the exception of manikins with shipping weights in excess of 30kg irrespective of value, carriage will be charged.

VAT (Value Added Tax)

All prices in the price list and internet site are displayed ex VAT, VAT will be charged at the current UK VAT rate for all products, services and carriage charges except where specified.

Customers claiming VAT under the zero rated schedule must always submit a VAT Declaration Certificate along with a written order otherwise VAT will be charged and cannot be refunded. If the declaration is later challenged by HMRC, the customer will be liable for the VAT.

Please note that not all products are eligible for zero rating.

Credit Accounts

New credit accounts may be opened upon receipt of two satisfactory trade references, full banking details and with the agreement of Simulaids management. We will credit check the company and its directors, by requesting a credit application you agree to these checks.

Public and Government Authorities may be treated as account customers upon receipt of written order, signed by a duly authorised officer. Voluntary Organisations must complete an Account Information Form to be signed by an Authorised Person.

Distributor accounts are only provided for agreed bona fide distributors.

Title of Goods

Risk in the Goods shall pass on to the Buyer on delivery for UK customers and on dispatch for all export orders. Title in the Goods shall not pass to the Buyer until final payment has been made.

All Goods remain the property of Simulaids until payment is received in full.

Delivery of Goods

Delivery dates given by the seller are approximate only and do not form part of the contract. The seller accepts no liability if delivery dates are not met. The seller reserves the right to amend its prices without prior notice.

Simulaids reserves the right to update its published prices. The Buyer has the responsibility to check product pricing and any discounts or special prices at the time of ordering. Any requests for bulk pricing, export or tenders will be made on an ex-works basis only.

Carriage is not quoted in the price list and will be charged at the current rate on all orders. The seller will endeavour to use the most cost effective means of delivery but makes no guarantees regarding delivery.

When signing for the goods the customer should always ensure that the external packaging is not damaged or appears to have been tampered with if so this should be noted on the carrier's delivery sheet. Any damage should be reported on receipt and photographic evidence retained. This should be reported to both Simulaids and the courier driver.

Any alleged defects or delivery shortages must be notified, in writing by the Buyer to Simulaids within 3 days of delivery. Complaints in respect of alleged defects

will not be grounds for the Buyer to withhold payments, and give no right of set-off against payment due from the Buyer to Simulaids.

Returns

Goods cannot be returned without the prior permission of Simulaids and the issue of a valid returns authorisation number which must be clearly marked on the outer carton packaging (not the product packaging). Goods must be returned complete with the manufacturers packaging and instructions in an un-damaged and re-saleable condition.

Goods not returned in accordance with the Terms and Conditions may (at the discretion of Simulaids) either not be accepted or attract a re-stocking and administration charge (whether or not a credit is due)

The issue of a return authorisation number does not constitute acceptance by the seller that a credit will be made. Risk in returned goods will not pass to Simulaids until a credit is made.

Credit will not be issued for returned Goods, which, in the opinion of Simulaids, are in an unsaleable condition. Returning goods to the seller is the responsibility of the buyer.

If the goods are returned because of a fault by Simulaids or a valid manufacturer warranty issue, carriage will be at Simulaids cost.

Goods of a type not normally held in stock, and therefore specifically ordered are non-returnable except under any warranty.

Under no circumstances will Simulaids be liable for:

- i) Defects or damage resulting from fair wear and tear, neglect, improper use by the Buyer, or failure of the Buyer to comply with the manufacturer's instructions.
- ii) Goods which have been adjusted, altered, adapted or repaired.
- iii) The suitability of any Goods for any particular purpose or use whether or not the purpose or conditions were communicated to the seller.

Intellectual Property

All Content included on our Web Site (www.simulaids.co.uk), unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Simulaids, our affiliates or other relevant third parties. By continuing to use our Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws. Subject to exceptions detailed in the Copyright Designs & Patents Act 1988, you may not reproduce, copy, distribute, store or in any other fashion re-use material from the catalogue or Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by Simulaids.

Our Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of Simulaids or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

Liability

Except in respect of death or personal injury caused by the Company's negligence, the Company will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of this contract, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

Errors & Omissions Excepted.

Every effort is made to keep our internet pricing and content description error-free. In the event of an error in pricing, Simulaids reserve the right to withdraw a product from sale.

All catalogue and internet photography and descriptions are intended as a guide to the products appearance and description only, all items pictured which are additional to the core product are displayed for guidance purposes only unless otherwise specified in the product description. Simulaids operates a policy of continual improvement to its product range, items may be replaced with products of an equivalent or superior specification at any time.

Credit Card Security

Using your credit card to make purchases via our website is a secure way to pay for your goods and is made through a third party acquiring portal.

All sensitive information, including personal details as well as credit card information, is held by the acquiring portal, no credit card information is stored by Simulaids.

No historical information regarding credit cards is held by Simulaids.

Furthermore, as required by the UK Data Protection Acts and GDPR regulations, we follow strict security procedures in the storage and disclosure of information which you have given us, to prevent unauthorised access. If you would not like your information held, please inform us and it will be securely disposed of.

Cookies

Please be aware that our website utilises cookies. Continued use of our website signifies your acceptance of cookie use on our website. For more information please refer to our [Cookie Policy By Clicking Here.](#)

Special Offers and Discount Codes

From time to time we may use promotional discount codes or promotional site-wide discounts on the website to reduce the price of specified products. Promotional discount codes must be used at the point of order and cannot be applied retrospectively. These can be applied to your shopping cart or at the end of the checkout process before payment. Each offer will have their own terms and conditions which will be stipulated on the advertised landing page when the promotion is active. Unless otherwise stated, discount codes can't be used in conjunction with any other codes or promotions or against items already within our sale section.

Promotional site-wide discounts will display the discounted price of specified products included in the promotion across the site including category pages and product pages. All promo site-wide discounts will have their own terms and conditions which will be stipulated on the advertised landing page when the promotion is active. Unless otherwise stated, site-wide discounts will not allow discount codes to be used in conjunction, this will include items already reduced and/or within our sale section.

All promotional discount codes and/or site-wide discounts are for use with online orders at www.simulaid.co.uk.

Can't Find What You Are Looking For?

If when browsing our website you can't find the product that you are looking for or if you would like to discuss your requirements further please email us or call us on +44 (0) 1530 512425 and a customer service representative will be happy to help you.

Opening Times

Our office is open Monday-Friday (9.00am - 5.00pm) excluding bank holidays

Company Details

Simulaids Ltd
EMP House
Telford Way
Coalville Leicestershire
LE67 3HE
United Kingdom
Company registration number 04084350
VAT Registration Number: 765027233

Tel: +44 (0) 1530 512425
www.simulaids.co.uk
info@simulaids.co.uk