

FREEDOM SADDLERY
TERMS & CONDITIONS

www.freedomsaddlery.co.uk

BACKGROUND

Freedom Saddlery is a Society of Master Saddlers Master Saddle Fitter and a Registered Qualified Saddle Fitter plus a Master Saddle Fitting Consultant (M.S.F.C). Freedom Saddlery provides a full and thorough initial consultation to advise on the current fit of your saddle, and any action required for it to fit more optimally.

As an SMS Master Saddle Fitter, Freedom Saddlery prides itself in working with equine welfare at the forefront of all advice. Ongoing Continual Professional Development to maintain up to date knowledge and working alongside your team of para professionals is key to ensuring the very best outcome for a new saddle.

Appointments fees are payable for every consultation, regardless of whether a saddle ordered. The fee covers our time and advice – as with any profession. Much investment has gone into the qualifications and ongoing CPD to ensure the advice given is as up to date as possible.

NEW SADDLE

If a new saddle is required, the most optimal saddle/s solution for horse and rider is advised. This is based on the individual needs of horse and rider from across a wide range and models of saddle manufacturers and brands worked with. Wherever possible budgetary restrictions are worked to.

On occasion, there has to be compromise due to limitations of budget or specific measurements of horse and/or rider. If there is compromise diverting from optimal fit, this will be fully documented and agreed prior to sale.

Clients are positively encouraged to bring along trainers or third parties to all appointments.

It is your personal responsibility to fully furnish Freedom Saddlery with all relevant information prior to and during the appointment.

Full and thorough advice at point of sale ensures against concerns occurring at Freedom Saddlery. This includes a proper ridden trial of the saddle type. Steph Bradley is a qualified BHS Accredited Professional Coach and this fully supports assessing the ridden fit of the saddle.

Full documentation is recorded to provide 'reasons why' brand and models were selected, and the saddle types considered and discounted.

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FACTORS TO BE AWARE OF WHEN PURCHASING A NEW SADDLE

1.0 HORSES CHANGE SHAPE

It is a well known scientifically proven fact that horses can change shape. This can affect saddle fit. Certain brands can be adjusted. You will be advised if the saddle ordered is adjustable.

Templates will be taken at every appointment and recorded to prove any change in shape. It is your responsibility to call out Freedom Saddlery at the first sign of an issue, and to book in regular 4–6 monthly saddle checks.

New horses also need a settling in period. Most people get a new horse and immediately get a new saddle. If the horse proves to develop behavioural issues, the saddle should always be checked to eliminate from the potential causes. Equally the new horse may change shape in a new/different environment and with a different rider.

You cannot return a new saddle if your horse changes shape such that the saddle no longer fits. There is **no** guarantee that a saddle will always fit for the duration of the your ownership of the horse. This is the risk you as a horseowner have to accept.

If you are concerned that you have been sold an unsuitable saddle, a full review must take place with the original documentation. If you have these concerns because of comments from another saddle fitter – a three way professional discussion must ensue. Freedom Saddlery is always open to discussion and retains file notes to support all decisions and advice.

2.0 RIDER ABILITY / WEIGHT

Please also recognise the maximum weight limits as advised by the AHT. It is the client's responsibility to ensure their horse or pony is up to weight. Riders can be too big for their pony or horse, and it can affect performance. A flocked saddle will settle more quickly with a heavier rider, and will likely require more regular attention.

The welfare of your horse's back may be affected if the advised limits are exceeded and/or if the horse is not ridden correctly.

If Freedom Saddlery is concerned that weight limits are an issue, the report form will be documented accordingly. Equally if the horse is ridden regularly in a hollow outline this will also be noted as it directly affects back pathology.

The client will be requested to sign to confirm this has been raised and the requirement to have the horse's back checked frequently where compromise has to be reached in saddle fit.

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Please note the fit of the saddle is critical in this situation, and it will require more regular reviews as rider weight and balance can affect this, even when a saddle fits well.

3.0 QUICK CHECKS

Where the clients wishes to circumvent the full consultation procedure, 'return' issues are more prevalent. Frivolous orders are discouraged and occasionally refused. In these situations the paperwork will be annotated fully that the usual procedure has not taken place due to client preference.

4.0 VALID REASONS TO RETURN A SADDLE

Rights of the consumer are always respected. Faulty goods, or receiving a saddle that is not as ordered will always be supported and referred to the manufacturer to resolve the issue. It is hoped that you will work with Freedom Saddlery to ensure the situation is resolved equitably. Freedom Saddlery represents you to the manufacturer.

Unreasonable requests for returns will not be accepted – i.e. if horse goes lame or is injured, serial number has worn away/is not visible, horse has changed shape, saddle is slipping, rider has confidence issue, horse is unsuitable etc.

SADDLE ISSUES

Freedom Saddlery will always work with you to address any concerns that occur however minor.

Bearing in mind horses change shape it is your responsibility to regularly have your saddle checked as you would if you took delivery of a new car.

There may be specific instructions on delivery – eg how to girth the saddle as part of your new saddle fit programme, or to use a certain pad initially until the horse builds muscle tone. Initial 12 week check and ongoing 4–6 month checks are strongly advised. Whilst Freedom Saddlery understands sometimes checks get missed, the consequences of not having regular checks can be severe and result in saddle fit issues.

Saddle slip or roll is a common issue in horses. There can be 5 reasons for this, and there can be multiple reasons. A full saddle assessment will be required and a holistic view taken including trainer, vet, back professional, and farrier. If a flocked saddle starts slipping, immediate contact must be made with Freedom Saddlery. Continuing to ride in a saddle that is slipping can cause equine back issues, performance issues and can affect the fit of the saddle itself by distorting the panels. Saddle slip, and consequential distorted panels is not cause for return of a newly used saddle. Freedom Saddlery will work with you to minimise this and support you.

Where a new horse suddenly has behavioural issues following delivery of a saddle, a full and thorough reassessment will be required in this instance. 'Lack of

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confidence' in the saddle is also not a reason to return a saddle. New horses need time to settle.

OUTSIDE OPINIONS

Occasionally trainers, vets or physios comment on new saddle suitability. They usually have not been present at the saddle appointment, nor seen your saddle report prior to commenting. Any issues should be put in writing to Freedom Saddlery by the trainer, vet or physio, and a three way conversation/saddle review must ensue with all parties present. Sadly, unsubstantiated and inaccurate comment is occasionally cited, and by ensuring everyone is open and honest, a constructive solution can often be found with all parties working together. Equally occasionally some trainers have commercial links with other saddle fitters and brands and may be targeted on referrals. Please be aware of the commercial influences. If in any doubt, please book a saddle fit check and have your trainer be present for the fitting.

PURCHASING A NEW SADDLE

The New saddles ordered will have gone through a full assessment and trial, and usually a delivery fit appointment for clients who are able to travel for this. Therefore the purchase is not entered into lightly or without full confidence that the saddle ordered is suitable.

A deposit of 50% is required to order a saddle.

The title of all goods shall remain with Freedom Saddlery until paid for in full.
BESPOKE SADDLES – PAYMENT IN FULL IS REQUIRED ON ORDER.

Returns are permitted within 14 days of saddle delivery as per consumer laws (Channel Islands and non UK exempt from this 14 day clause – see terms below). THIS DOES NOT INCLUDE BESPOKE SADDLES. Freedom Saddlery will always want to have an opportunity to discuss any concerns causing your reason to return.

Saddles returned within 14 days will be assessed for wear and tear and subject to a usage charge of 15%. Following this they will be taken for sale on a commission basis and payment made **when saddle sold**.

Clients are welcome to have their saddle assessed post delivery in the first 12 weeks at no charge as long as the appointment is conducted at Whitegate Farm – base of Freedom Saddlery.

Out of area clients are NOT given a 12 week complimentary check. Further checks ongoing checks for out of area clients are always payable. By using the services of Freedom Saddlery you are agreeing to this.

*Bespoke saddles are saddles made to template, or have individual features to accommodate the horse shape or rider shape that mean onward sale of the saddle would be difficult. Clients will be advised if they are ordering a bespoke saddle.

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REFUNDS

Refunds are rare – but nevertheless are covered in the Terms and Conditions. In all requests for refund, Freedom Saddlery must have been given the opportunity to fully review the fit of the saddle and be given reasonable time to adjust the saddle to correct the fit. If a refund is requested, please be reasonable in terms of your rationale and review your paperwork from the initial fitting. Freedom Saddlery works very hard to ensure every client receives accurate advice, by providing written reports, and by keeping up to date on the latest research and undergoing other ancillary qualifications such as BHS Accredited Professional Coach and UKCC L3.

There is no refund for saddles ordered or purchased directly where the saddle fitting service has not been used, as it is deemed that the customer has used their own judgment in making their purchase (execution only sale).

For saddles fitted by Freedom Saddlery, the following covers terms and conditions of refunds (UK – not including Channel Islands or overseas).

*Saddle delivery up to 14 days from purchase – replace or refund less costs incurred and wear and tear.

*Saddle issue occurring up to 1 month – re-assess, retemplate and refit. Offer to fit alternative saddle or offer resell saddle, subject to a minimum 15% usage charge and less appointment fee/costs.

*Saddle issue occurring 3 to 6 months from purchase – re-assess, retemplate and re-fit, but charges, alteration fees and mileage apply. Resell if applicable – less 30 – 50% dependent on condition.

*Saddle issue occurring 6 to 12 months from purchase – re-assess, retemplate and re-fit, but charges and mileage apply. Offer to sell saddle on commission.

*For any issue occurring after 12 months – re-assess, retemplate and re-fit charges apply, re-fit and offer part exchange or sell saddle on commission.

By issue, it is meant complaint and not regular saddle checks as advised at the time of purchase

Faulty products will always be returned back to manufacturer to correct within legal timescales.

These Terms and Conditions have been written after many years of saddle fitting and very occasionally clients change their view of their saddle purchase, and exercise their Consumer Rights. There can be many varied reasons for this. It is hoped these T&Cs cover the majority of issues.

Freedom Saddlery will always treat you and your horse with respect, and it is expected that this be returned. Freedom Saddlery will always be reasonable in its dealings with you.

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Bullying and intimidation will not be tolerated. Personal body cameras may be used to record the consultation – with prior permission and a copy of the recording must be given to Freedom Saddlery.

GDPR

Full details of our Privacy Policy and how we hold your data are found on the Freedom Saddlery website.

Channel Islands and Overseas clients

Freedom Saddlery travels to do clinics on a regular basis. Serving clients in Ireland, Northern Ireland, Jersey and Guernsey. Naturally by being remote this can be difficult when issues arise. However, Freedom Saddlery works with you remotely in the absence of being able to be there in person to resolve any concerns.

Every effort is made at the initial consultation to ensure the saddle decided upon is considered, fitted and trialled.

Payment is charged for every appointment and assessment no matter how soon after the original appointment. Payments also include an element towards the costs of travel and expenses of the trip.

New saddles are always couriered out and the price charged covers insurance and administration of dealing with despatch. It is the owner's responsibility to check the contents and not to use if unsure.

It could be a while before Freedom Saddlery returns to your area (usually within 3–4 months). Always contact us with any concerns or queries immediately. Most problems are easily resolved as a full and thorough initial saddle fitting was conducted. Please note Freedom Saddlery is not able to follow up each sale personally and the onus is on the client to contact with any concerns.

Jersey

If an saddle is of satisfactory quality and is described correctly, Freedom Saddlery are under no legal obligation to exchange it, give you a refund or a credit note. The law does not give you any rights if it is you that have changed your mind or made the wrong choices. This includes if subsequently your horse goes lame or you 'lose confidence' in the saddle.

This situation differs from the position in the UK, where the consumer's rights, and trader's obligations, are stated in the Consumer Rights Act 2015.

Guernsey

In Guernsey there is no legislation that gives consumers any statutory rights when they purchase goods or services.

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This situation differs from the position in the UK, where the consumer's rights, and trader's obligations, are stated in the Consumer Rights Act 2015.

Ireland

Freedom Saddlery regularly visits Ireland every 6–8 weeks sometimes more frequently. Clinics are scheduled at one location and it is your responsibility to travel to the location for the time allocated.

Freedom Saddlery has been working in Ireland since 2014 visiting regularly.

In the rare event you are dissatisfied please read the Terms and Conditions above and also note:

You have no grounds for redress if:

You were told about any defect/limitations before you bought the item (for example, if the saddle has been used or is marked or is not adjustable)

You take delivery of the saddle and do not notice a defect.

You bought a saddle knowing that it wasn't fit for what you wanted it to do (eg different sized rider to use it as well but not disclosed at time of sale)

You decide you cannot afford it.

You broke or damaged the saddle – including continuing riding whilst slipping left or right.

You have been riding in another saddle not checked for fit and the horse is sore in the back.

You change your mind!

Please note the UK is no longer in the EU.

If you have any queries please let us know. steph@freedomsaddlery.co.uk