

## **Terms and Conditions - Freedom Saddlery**

**[www.freedomsaddlery.co.uk](http://www.freedomsaddlery.co.uk)**

Please note Freedom Saddlery provides full and thorough initial consultation to decide on the best saddle solution for horse and rider and where possible within budget. On the occasion where there has to be compromise due to limitations or measurements this is always fully documented and agreed prior to sale. Clients are welcome to bring along trainers or third parties to all appointments.

As an SMS Master Saddle Fitter, Freedom Saddlery prides itself in working with equine welfare in mind. Ongoing Continual Professional Development and working alongside your team of para professionals is key to ensuring the very best outcome.

Freedom Saddlery will always treat you and your horse with respect, and it is expected that this be returned. Bullying and intimidation to staff will not be tolerated. It is your responsibility to fully furnish Freedom Saddlery with all relevant information. Personal body cameras may be used to record the consultation – with prior permission (required legally) and a copy of the recording must be given to Freedom Saddlery.

1.0 It is a well known scientifically proven fact that horses can change shape. This can affect saddle fit. You cannot return the saddle if your horse changes shape such that the saddle no longer fits. Templates will be taken 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. If the horse proves to develop behavioural issues, the saddle should always be checked to eliminate from the potential causes.

1.1 Please also recognise the maximum weight limits as advised by the AHT. It is the client's responsibility to ensure their horse is up to weight. A flocked saddle will settle more quickly with a heavier rider, and will likely require more regular attention.

1.2 Equally the health of your horse's back may suffer if the advised limits are exceeded or if the horse is not ridden correctly. 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.

2.0 Providing full and thorough advice at point of sale ensures against returns occurring at Freedom Saddlery. This includes a ridden trial of the saddle type. Full documentation is recorded to provide 'reasons why' brand and models were selected, and the saddle types considered and discounted.

2.1 Where the clients wishes to circumvent the full consultation procedure 'return' issues are more common. 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.

2.2 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.

2.3 However 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. Freedom Saddlery will always work with you to address issues in saddle slip but this in itself is not cause for return.

2.4 Where a horse suddenly has behavioural issues which cannot be proven to be caused by the saddle, full and thorough reassessment will be required in this instance. 'Lack of confidence' in the saddle is also not a reason to return following an initial consultation.

2.5 Please note trainer, vet or physios commenting on new saddle suitability should be put in writing to Freedom Saddlery, 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.

### **On saddle purchase**

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

3.1 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.**

3.2 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.**

3.3 Appointments fees are payable for every consultation, regardless of whether a saddle ordered.

4.0 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.

4.1 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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5.0 There is no money back offer on 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).

6.0 On saddles fitted by the company, the following covers terms and conditions of purchase (UK – not including Channel Islands or overseas).

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

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

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

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

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

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

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

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### **Channel Islands and Overseas clients**

7.0 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.

7.1 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.

7.2 It could be a while before Freedom Saddlery return to your area. Always contact them with any concerns or queries immediately. Most problems are easily resolved. 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**

8.0 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.

8.1 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**

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

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**

10.0 You have no grounds for redress if:

You were told about the 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 not disclosed at time of sale)

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!

If you have any queries please let us know. [steph@freedomssaddlery.co.uk](mailto:steph@freedomssaddlery.co.uk)

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