

## **My Commitment to you**

1. I will not sell you a saddle that unsuitable for the horse or rider.
2. I will work with you the customer on the best option for you, the horse and your budget.
3. I will always have the horses best interest as my primary concern.
4. I am happy to work closely with your vet, farrier, physio and trainer. I encourage them to be part of your fitting.
5. Due to GDPR requirements, I will need an email or written consent from you to forward your information to any of the above.

## **Requirements**

Each horse will take 60 or 90 mins to complete the consultation.

## **I will need**

1. Rider in attendance
2. A flat surface to carry out Gait Analysis, Lunge and a ridden assessment.

## **Term Of Business**

Please take time to read these terms and conditions in full.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just contact myself by email or phone.

Your Statutory Rights are not affected by any of the following terms and conditions.

## **Application**

These terms and conditions will apply to the purchase of the services and goods by you, the customer.

These are the terms on which we sell all services to you. By ordering any of the services or goods, you agree to be bound by these terms and conditions and privacy policy.

## **Interpretation**

1. Consumer means an individual acting for the purposes which are wholly or mainly outside his or her trade, business, craft or profession.
2. Contract means the legally-binding agreement between you and us for the supply of Services.
3. Delivery location means the customers premises or other location where the services are to be supplied, as set out in the order.
4. Goods means any goods that we supply to you with the services, of the number and description as set out in the order.
5. Order means the customer's order for the services from the supplier as set out.
6. Service means the service, including any goods, of the number and description set out in the Order.

## **Services**

1. The description of the services and any goods is set out on our website or by email/text/message/phone conversation/face to face or any other form of advertisement.
2. In the case of services and any goods made to your special requirements (bespoke/made to measure), it is your responsibility to ensure that any information or specification you provide is accurate.
3. All services are subject to availability.
4. We can make changes to the services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes if a contract has already been entered into.

## **Customer responsibilities**

1. You must co-operate with us in all matters relating to the service.
2. Failure to comply with the above is a customer default which entitles us to suspend performance of the services until you remedy it or if you fail to remedy it following our request, we can terminate the contract with immediate effect on written notice to you.

## **Fees/ Fitting**

- The costs only cover fitting, any additional costs will be agreed before the work is carried out.
- £40 per horse and £10 for any additional saddles,
- £30 per horse and £10 for any additional saddles on groups of five or more on the same yard.
- All adjustments, alterations, flocking, repairs, additional gullet bars or shims will incur additional charges. All charges will be agreed by both parties before the work is carried out.

## Millage Charge

- There may be additional millage charges. Please send me your postcode so I can quote you for travel
- If there is more than one person on the yard that requires a fitting travel costs can be split between people.
- All travel costs will be agreed prior to the appointment.

## Basis of Sale

1. The description of the service and any goods on our website other form of advertisement does not constitute contractual offer to sell the service or goods.
2. When an order has been made, we may reject it for any reason, although we will try to tell you the reason without delay.
3. A contract will be formed for the services ordered only upon the Supplier's delivery to the Customer.
4. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.
5. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the customer and the supplier in writing.
6. In accordance with the Consumer Rights Act 2015, you have a fourteen day 'cooling off' period for all orders placed away from the business premises, with the exception of bespoke/made to template items which are exempt.

## Fees and Payments

- 1.
2. The Fees for the Services, the price of any Goods (if not included in the Fees) and any additional delivery/travel or other charges is that set out in our price list current at the date of the Order or such other prices as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
3. Payment for services must be made, payment may pay by cash, card or internet transfer with your Order and we can take the payment in part/full immediately or otherwise before delivery of the Services.
4. **A 50% non-refundable deposit is required when orders are placed for bespoke items and saddle orders.**
5. All saddle fitting, travel charges and any saddle adjustments must be paid in full on the day of the appointment.
6. **The title of goods remains with Leighton Norris Saddlery until paid in full.**
7. **All saddles purchased must be fitted by Leighton Norris Saddlery.** This is to ensure that the saddle fits both the horse and the rider.
8. We will deliver the Services, including any Goods, to the Delivery Location by the time or within the agreed period or, failing any agreement (saddles ordered

in are delivered by agreement as per issued 'Notice of Right to Cancel Contract')

9. Leighton Norris Saddlery will arrange all postage – Small items by Royal Mail (signed for service) and large items by a suitable courier service. The courier will depend upon your requirements for insurance and delivery time. If the Goods have been delivered, you must return them at your own expense.
10. We do not generally deliver to addresses outside England, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands. If, however, we accept an Order for delivery outside that area, you may need to pay import duties or other taxes, as we will not pay them.
11. You agree we may deliver the Goods in instalments if we suffer a shortage of stock or other genuine and fair reason, subject to the above provisions and provided you are not liable for extra charges.
12. If you or your nominee fail, through no fault of ours, to take delivery of the Services at the Delivery Location, we may charge the reasonable costs of storing and redelivering them.
13. The goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

## **Risk**

1. Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.
2. You do not own the Goods until we have received payment in full. If full payment is overdue or a step occurs towards your bankruptcy, we can choose, by notice to cancel any delivery and end any right to use the Goods still owned by you, in which case you must return them or allow us to collect them.

## **Withdrawal**

You can withdraw the Order by telling us before the Contract is made, if you simply wish to change your mind and without giving us a reason, and without incurring any liability. Except in the case of bespoke/made to measure Goods where you have no right to withdraw once the Goods are in production.

## **Conformity**

1. We have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.
2. Upon delivery, the Goods will:
  - A. be of satisfactory quality;
  - B. be reasonably fit for any particular purpose for which you buy the Goods which, before the Contract is made, you made known to us (unless you do not actually rely, or it is unreasonable for you to rely, on our skill and judgement) and be fit for any purpose held out by us or set out in the Contract
  - C. conform to their description.
3. We will supply the Services with reasonable skill and care.

4. The Contract continues as long as it takes us to perform the Services.
5. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
6. Disputes can be submitted to the jurisdiction of the courts of England and Wales, where the Customer lives in Scotland or Northern Ireland, in the courts respectively Scotland or Northern Ireland.
7. We try to avoid dispute, so we deal with complaints as follows:
  - a. Put your complaint in writing to Leighton Norris Saddlery. Stating the nature of your complaint;
  - b. Your complaint will then be investigated;
  - c. You will be contacted to discuss the complaint;
  - d. The conclusion of the complaint will then be given, within 21 days.

Signature.....

Date.....