

# AH SADDLES LTD - TERMS AND CONDITIONS - 1 of 4

Trading Address: AH Saddles Ltd, Hillside House, 14a Coombe Road, Weston Super Mare, Somerset, BS23 2QP | 01934 622044 | info@ahsaddles.com

## 1. Terms and Conditions

By proceeding with an order you are agreeing to these Terms and Conditions. If you disagree with any part of these terms and conditions please do not proceed with an order. Nothing in these terms shall in any way be deemed to restrict or affect your statutory rights in accordance with the laws of England and Wales.

## 2. Delivery

All goods are subject to availability and providing an item is in stock, goods should be delivered within 2-5 working days of an order being placed. We will endeavour to inform you should there be any delays. Delivery charges are £25.00 for a saddle, £6 for a bridle, £6 for a girth and £6 for a 500ML pot of Sedgwick leathercare within the United Kingdom. All parcels will need to be signed for. Delivery prices can change from time to time, 7 days' notice of a change to postage charges will be posted on the AH Saddles website.

## 3. Availability

We try to hold stock of all active standard products however sometimes an item will be out of stock, if this is the case we will inform you. If not in stock standard saddles can take 8 weeks and custom saddles can take 12 weeks. This is because all our saddles and bridles are traditionally handmade. As such our delivery dates are estimates and are subject to availability. We shall not be liable for any losses, costs, damages, charges, or expenses caused by any delay for delivery of the goods.

## 4. Prices

Prices include VAT at 20% when it is applicable. Every effort will be made to maintain the prices shown on the Website. However, we reserve the right to discontinue any item from those shown and to amend prices when necessary.

## 5. Saddles 14 Day Trial Period

Non-custom saddles come with a 14-day trial subject to conditions. Conditions: saddles must not be used in the rain, girths must have roller buckles, stirrup leathers must be attached under the saddle flaps for the duration of the trial period, and saddles must not be ridden with Wellington boots or rubber riding boots. Some leather boots with seams on the inside can also mark saddle flaps and should not be used. The saddle must be cared for in accordance with our guidelines, point 17 below.

If you cancel this contract, we will reimburse to you all payments received from you, excluding the costs of delivery & return postage.

Taking into account a reasonable amount of use to sit in the saddle, costs incurred for damage, more than reasonable wear or cleaning are: saddle cleaning £10.00, washing dirty saddle covers £5.00, scratches, scores, dents, broken leather, marks from zips or riding boots £30-£200.00 depending on the degree of damage. The customer shall take all reasonable care to keep the saddle in good condition during the 'Trial Period', more information can be found here <https://www.ahsaddles.com/saddle-trials-and-associated-costs>.

Please refer to our 'Notice of Right to Cancel' for further information.

## 6. Custom Saddles

To order a custom saddle we will require a non-refundable deposit of between £200.00 - £400.00 (depending on which saddle you are customising). Custom saddles do not have a trial period (or 14 day 'right to cancel') and are nonrefundable unless they are found to be faulty. We do not accept cancellations for custom order items unless production of the item has not yet begun. Custom means having a saddle made with options not offered as standard on that saddle model, this includes saddles ordered in colours other than that as standard for a model (for example a black leather GP or brown leather Dressage saddle).<sup>48</sup>

## 7. Call Out

A H Saddles Ltd have a dedicated team of Saddle Fitting Specialists covering most parts of the UK, the cost of call out will depend on the area you are in and will need to be paid at the time of the fitting to the Saddle Fitter (Andrea charges between £40 to £65 for local callout no more than 29 miles from base). Call out charges vary between saddle fitters and they are usually dependent on distance from base. Please check with your saddle fitter for their call out charges. Call out charges are non-fundable, this is applicable even if you decide to return the saddle. Our agents charge a callout fee to cover their time and travel costs, this means there is no obligation

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for you to buy a saddle from them and no requirement for them to sell you one. All our saddles come with a trial period please ensure you evaluate fit and comfort, including girthing up and sitting in the saddle to make sure you have made the right decision. AH Saddles, our agents and distributors can help with advice but the decision to purchase is yours it is important for you to use your trial period to make your decision and it is your responsibility to do so.

### 8. Payments

Payments are to be made in full when placing an order or during a visit, before the goods will be given to the customer, by one of the following methods: Cash, Maestro, MasterCard, Visa, Visa Delta, Solo (with issue no), and Cheques made payable to AH Saddles Ltd (please allow seven days to clear). Payments are made in Pounds Sterling. Exchange rate conversions are made at our credit card processing bank's prevailing rate at the time the payment is taken from your card. Payments can be made by telephone or by post to the address below:

AH Saddles Ltd, Hillside House, 14a Coombe Road, Weston Super Mare, Somerset, BS23 2QP

### 9. Credit Card Security

All credit card transactions are carried out over the phone or if possible with an agent at the time of order confirmation. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when ordering from AH Saddles Ltd.

### 10. Severance

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

### 11. Governing Law and Jurisdiction

These Terms and Conditions are governed and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

### 12. Import Taxes

Please ensure that you contact your local customs office in the country of your delivery to confirm whether or not you may be liable to local import taxes, duty and VAT (or equivalent) upon arrival of any products supplied by AH Saddles Ltd from the United Kingdom to you or your freight agent. The customer is liable for payment of all import duties.

### 13. Notice of the Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you have the legal right to cancel your order for non-custom order items. There is no right to cancel a contract for goods which have been made to your specifications or personalised to you. Your right to cancel for non-custom goods will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. These 14 days also act as the 14 day saddle 'trial period' we offer, as set out in section 5 above: 'Saddles 14 Day Trial Period'. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). If you have received the goods before you cancel the contract you must send the goods back to our contact address at your own risk without undue delay and, in any event, not later than 14 days after the day on which you informed us you were cancelling the contract. There is a downloadable version of the model cancellation form on the AH Saddles Ltd website at: <https://www.ahsaddles.com/terms-and-conditions>. You may use the model cancellation form, but it is not obligatory. Notification must be made in writing within 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods. Where goods are delivered to a third party you will only be able to exercise this right if you are able to return to us the goods you ordered. If you cancel this contract, we will reimburse to you all payments received from you, excluding the costs of delivery. You will bear the cost of returning these goods (or of them being recovered) on cancellation by secure courier. The cost of returning the goods is estimated at a maximum of approximately £35 for UK and at approximately 70 Euros for Europe non-UK.

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If you are quoted more than this please contact us on 01934 622044 as we may be able to help (we will do our best to help but cannot guarantee this). If you do not return the goods delivered to you or do not pay the costs of delivery of the goods to us, we shall be entitled to deduct the direct costs of recovering the goods from the amount credited to you. All goods returned to A H Saddles Ltd must be done so at the customer's own risk and as such we recommend you obtain proof of postage and that they be insured to cover the full replacement value if lost or damaged in transit. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary wear and tear or handling by you (e.g. if in a soiled condition the customer may be charged a cleaning fee in order to restore the goods to a saleable condition, if there is damage, scuffing or scratches etc.). Contact Address: A H Saddles Ltd, Hillside House, 14a Coombe Road, Weston Super Mare, Somerset, BS23 2QP, Email: [info@ahsaddles.com](mailto:info@ahsaddles.com) For more information on your right to cancel please refer to the 'AH Saddles Right to Cancel Information & Form'

### 14. Returns

Returns made after the 14 days will not be eligible for refund or exchange unless the item is found to be faulty.

**14.1.** Where the customer has changed his or her mind and wishes to return the goods, the customer must arrange delivery and is responsible for the costs incurred in returning the goods to us. Where the customer believes the goods to be faulty within 30 days of purchase, the customer should contact us as detailed in condition 14.2 below.

**14.2.** All goods returned to A H Saddles Ltd is undertaken at the customer's own risk and as such we recommend that they be insured to cover the full replacement value if lost or damaged in transit. If for any reason you are not satisfied with your goods because they are mis-described or faulty, we will be happy to accept a return from you in accordance with the following policy:

**14.2.1.** You must contact us as soon as possible to explain your concerns and your wish to return the goods by email to [info@ahsaddles.com](mailto:info@ahsaddles.com) or in writing to: A H Saddles Ltd, Hillside House, 14a Coombe Road, Weston Super Mare, Somerset, BS23 2QP.

**14.2.2.** In the case of large items, we may request pictures of the fault before agreeing to its return.

**14.2.3.** If we agree with your concerns, we will confirm by email or in writing that you may return an item so that it can be examined by an authorised AH Saddle person.

**14.2.4.** In the case of small items, please obtain proof of postage and a receipt should be obtained in order to receive a refund of transit costs if we agree that the item is faulty. We request that such items are posted second class and accordingly we limit our reimbursement of postage in the case of small items to £6.50.

**14.2.5.** In the case of large items, please contact us as we may wish to arrange for a courier to collect the item. If we agree for you to return the item by post, please obtain proof of postage and a receipt in order to receive a refund of transit costs if we agree that the item is faulty. We request that such items are posted second class and accordingly we limit our reimbursement of postage in the case of large items to £20.00. If you are quoted more than this please contact us on 01934 622044 as we may be able to help (we will do our best to help but cannot guarantee this).

**14.2.6.** On receipt of the returned item and verification that your concerns are genuine, we will issue a refund for the cost of the goods together with any postage or transit incurred in returning the goods to us (subject to the limits detailed above in 14.2.4 and 14.2.5 as appropriate), or arrange for it to be repaired or exchanged subject to our discretion. If you are returning items from outside the UK, please mark clearly on the packaging and the customs declaration that you are returning the goods to the retailer/manufacturer. This should normally help to ensure any additional custom charges are not incurred.

### 15. Warranty

All new AH Saddles Ltd saddles come with a warranty against faulty materials and defective workmanship, subject to exclusions for fair wear and tear and/ or abuse or neglect and subject to terms and conditions including

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this condition 15 and condition 16 below. The warranty is non-transferable and only applies to the person named on the sales invoice. This warranty does not apply to ex-demo and second-hand saddles. It is the responsibility of the buyer to satisfy themselves of the condition, price and warranty terms of their purchase. In the unlikely event of a warranty claim, AH Saddles Ltd shall decide, in its absolute discretion, to replace or repair the faulty item free of charge, provided that the buyer can provide proof of purchase and that AH Saddles Ltd has had an opportunity to accept the warranty claim as valid following examination and verification that the fault is genuine by an AH Saddles Ltd authorised person. Any repairs, alterations or adjustments carried out by third parties and not authorised will automatically cancel this warranty.

### **16. Period of Warranty for new AH Saddles Ltd saddles / Warranty Terms and Conditions:**

**16.1.** The tree has 3 years for breakage while subject to normal usage and conditions.

**16.2.** All other components have 1 year for faulty materials and defective workmanship.

**16.3.** Our warranty does not cover damage caused by abuse, neglect, lack of maintenance or wear and tear, or cover unauthorised repairs, alterations or tree adjustments. Any repairs, alterations or adjustments made by unauthorised persons will automatically cancel warranties.

### **17. Saddle Maintenance Essential Guidelines**

For daily care we recommend you clean your leather goods after each use by removing all dirt sweat and residue. All leather surfaces should have a specialist leather conditioner applied to them at regular intervals to return some of their natural fats and oils, and wax to weatherproof and lubricate the surfaces. We recommend you refer to our guide for saddle care; this link contains information on choice of conditioner, saddle storage, saddle panel maintenance, girth straps and care of AH leather accessories): <https://www.ahsaddles.com/saddle-care>

### **18. Aftercare and Servicing**

Your saddle will need to be checked regularly for fit and balance as explained at the time of purchase. It is your responsibility to contact us to arrange this. We recommend that a new saddle is checked after approximately 12 weeks, as the wool will settle to the horse's shape. All wool-flocked saddles should be completely re-flocked after 2 to 3 years of use, and should be checked once a year and when your horse changes shape. It is important to remember that horses can change shape dependant on age, time of year, changes in work, diet and even a change of home or rider can make a difference and yearly (or even 6 monthly checks) may not be enough. It is your responsibility to arrange and monitor the fit and balance of your saddle and to contact us when a saddle needs adjusting. We recommend you use an AH specialist saddle fitter for adjustment and/or re-flocking of your saddle as unauthorised adjustments will void your warranty. Contact details for AH Saddle Fitters can be found on our Saddle Fitting and Distributor web site page. All callout saddle checks re-flocking and adjustments are chargeable. Please check with your saddle fitter for their call out charges.

### **19. Complaints**

All complaints should be directed to Complaints Department, A H Saddles Ltd, Hillside House, 14a Coombe Road, Weston Super Mare, Somerset, BS23 2QP , United Kingdom.

### **20. Privacy Policy**

We are committed to protecting your privacy. We use the information we collect about you only to process orders. For more information, please see our full Privacy Policy.

### **21. Other**

**21.1.** Our VAT number is: GB 101322782

**21.2.** A H Saddles Ltd is limited company registered in England and Wales. Our registration number is 07422949.

**21.3.** We are a member of BETA (British Equestrian Trade Association).

**22.** We reserve the right to alter these Terms and Conditions without notice.

**23.** Terms and conditions and all material contained are copyright unless otherwise specified © A H Saddles Ltd 2016